

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

=====X  
WILDANIO GUARENO,

Plaintiffs,

- against -

Index No.:

Plaintiff designates  
**BRONX COUNTY**  
as the place of trial

**SUMMONS**

BRONXCARE HEALTH SYSTEM d/b/a  
THE BRONX- LEBANON HOSPITAL CENTER,

Defendants.

The basis of the venue  
is Plaintiff's residence  
and CPLR §503

=====X  
To the above named defendant(s):

**BRONX COUNTY**

**YOU ARE HEREBY SUMMONED** to answer the verified complaint in this action and to serve a copy of your answer or, if the verified complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken for the relief demanded herein.

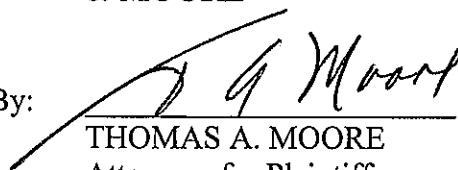
**A COPY OF THIS SUMMONS WAS FILED WITH THE CLERK OF THE COURT, BRONX COUNTY ON \_\_\_\_\_ IN COMPLIANCE WITH CPLR §§305(a) AND 306(a).**

Dated: New York, New York  
June 18, 2018

Yours, etc.,

**KRAMER, DILLOF, LIVINGSTON  
& MOORE**

By:

  
THOMAS A. MOORE  
Attorneys for Plaintiff  
WILDANIO GUARENO  
Office & P.O. Address  
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212-267-4177

**DEFENDANTS' ADDRESSES:**

**BRONXCARE HEALTH SYSTEM d/b/a  
THE BRONX-LEBANON HOSPITAL CENTER**  
1650 Grand Concourse  
Bronx, NY 10457

**BRONXCARE HEALTH SYSTEM  
Chief Executive Officer**  
1276 Fulton Avenue  
Bronx, NY 10456

**& Secretary of State**

**SUPREME COURT OF NEW YORK  
BRONX COUNTY**

-----X  
**WILDANIO GUARENO,**

**Plaintiff,**

**VERIFIED  
COMPLAINT**

**-against-**

**BRONXCARE HEALTH SYTEM d/b/a  
THE BRONX-LEBANON HOSPITAL CENTER,**

**Defendant.**  
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Plaintiff, **WILDANIO GUARENO**, complaining of the Defendant by his attorneys,  
**KRAMER, DILLOF, LIVINGSTON & MOORE, ESQS.**, respectfully alleges:

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT BRONX-  
LEBANON HOSPITAL CENTER**

1. That at all times herein mentioned, plaintiff, **WILDANIO GUARENO** was and is a resident of Bronx County, in the City of New York and State of New York.

2. That at all times herein mentioned, defendant, **BRONXCARE HEALTH SYSTEM** (hereinafter "**BRONX-LEBANON HOSPITAL CENTER**"), was the owner of the hospital premises and real property known on June 30, 2017 as **THE BRONX-LEBANON HOSPITAL CENTER**, located at 1650 Grand Concourse, Bronx, New York 10457.

3. That at all times herein mentioned, subsequent to June 30, 2017, defendant, **BRONX-LEBANON HOSPITAL CENTER**, changed its name as owner of the hospital premises and real property known as **BRONX-LEBANON HOSPITAL CENTER**, located at 1650 Grand Concourse, Bronx, New York 10457.

4. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, for whom it is vicariously liable, operated the

aforesaid hospital premises and real property.

5. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, managed the aforesaid hospital premises and real property.

6. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees maintained the aforesaid hospital premises and real property.

7. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, controlled the aforesaid hospital premises and real property.

8. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, had a non-delegable duty to maintain the aforesaid hospital premises and real property in a reasonably safe condition for its agents, servants, and/or employees, patients and others lawfully within and/or upon said hospital center.

9. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, consisted of various departments, including but not limited to its human resources department.

10. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, for whom it is vicariously liable, consisted of various departments, including but not limited to its security department.

11. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, utilized employee identification card credentials and/or hospital center issued medical laboratory coats to identify its agents, servants and/or employees to permit and/or

control lawful access to the hospital premises and real property by its agents, servants and/or employees.

12. That at all times herein mentioned, the employee identification card credentials utilized by defendant, **BRONX-LEBANON HOSPITAL CENTER**, to permit and/or allow its agents, servants and/or employees to gain access to the hospital premises and real property, failed to contain an expiration date.

13. That at all times herein mentioned, the employee identification card credentials utilized by defendant, **BRONX-LEBANON HOSPITAL CENTER**, to permit and/or allow its agents, servants and/or employees to gain access to the hospital premises and real property did not contain an expiration date.

14. That at all times herein mentioned, the human resources department of defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, was responsible for issuing, managing, and safeguarding employee identification card credentials and/or hospital center property issued to its agents, servants and/or employees to permit them access to the hospital premises and real property through the hospital center's entranceways.

15. That at all times herein mentioned, the security department of defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, was responsible for issuing, managing, and safeguarding employee identification card credentials and/or hospital center property issued to its agents, servants and/or employees to permit them access to the hospital premises and real property through the hospital center's entranceways.

16. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had written policies and procedures in effect for the issuance, management, distribution, regulation, use and safeguarding of employee identification card credentials.

17. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had written policies and procedures in effect for the management, surrender, repossession and safeguarding of employee identification card credentials and/or hospital center issued property from former agents, servants and/or employees no longer in the employ of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

18. That at all times herein mentioned, the written policies and procedures of defendant, **BRONX-LEBANON HOSPITAL CENTER**, in effect for the management, surrender, and safeguarding of employee identification card credentials and/or hospital center property from persons no longer in the employ of defendant, **BRONX-LEBANON HOSPITAL CENTER**, required that said employee identification credentials and/or hospital issued property be surrendered to the security department by the former agent, servant and/or employee immediately upon that individual's separation from employment with defendant, **BRONX-LEBANON HOSPITAL CENTER**.

19. That at all times herein mentioned, the written policies and procedures of defendant, **BRONX-LEBANON HOSPITAL CENTER**, in effect for the management, surrender, repossession and safeguarding of employee identification card credentials and/or hospital center property from persons no longer in the employ of defendant, **BRONX-LEBANON HOSPITAL CENTER**, required that said employee identification credentials and/or hospital issued property be surrendered to the human resources department by the former agent, servant and/or employee immediately upon that individual's separation from employment with defendant, **BRONX-LEBANON HOSPITAL CENTER**.

20. That at all times herein mentioned, the written policies and procedures of defendant, **BRONX-LEBANON HOSPITAL CENTER**, in effect for the management,

surrender, repossession and safeguarding of employee identification card credentials and/or hospital center property from persons separated from employment with defendant, **BRONX-LEBANON HOSPITAL CENTER**, required that said employee identification be surrendered to the security department by the former agent, servant and/or employee immediately upon that individual's separation from employment with defendant, **BRONX-LEBANON HOSPITAL CENTER**.

21. That at all times herein mentioned, the written policies and procedures in effect at defendant, **BRONX-LEBANON HOSPITAL CENTER**, for the management, surrender and/or repossession and safeguarding of employee identification card credentials and/or hospital center property from persons no longer employed by said defendant, required that defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, take affirmative steps to repossess and/or take custody of said employee identification credentials and/or other hospital issued property from its former agent, servant and/or employee upon that individual's separation from employment with defendant, **BRONX-LEBANON HOSPITAL CENTER**.

22. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, was required to document the management, surrender, repossession, custody and safeguarding of employee identification card credentials and/or other hospital issued property from persons no longer in the employ of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

23. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to timely and properly document the management, surrender, custody, repossession and safeguarding of employee identification card credentials and/or hospital center

property from persons no longer in the employ of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

24. That in and/or about August 2014, defendant, **BRONX-LEBANON HOSPITAL CENTER**, hired and employed a medical doctor and/or physician identified as and/or known as Henry Bello as its agent, servant and/or employee.

25. That in and/or about August 2014, defendant, **BRONX-LEBANON HOSPITAL CENTER**, issued Henry Bello employee identification card(s) credentials and a white laboratory jacket identifying him as a physician agent, servant and/or employee of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

26. Upon information and belief, at all times herein mentioned and prior to June 30, 2017, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to perform a proper background investigation of the medical resident and/or physician identified as and/or known as Henry Bello and failed to establish Henry Bello's prior criminal history and history of aggressive and criminal behavior.

27. Upon information and belief, at all times herein mentioned and prior to June 30, 2017, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to timely and properly perform a background investigation before hiring the medical doctor and/or physician identified as and/or known as Henry Bello as its agent, servant and/or employee.

28. Upon information and belief, in/or about February, 2015, Henry Bello resigned when facing termination of employment by defendant, **BRONX-LEBANON HOSPITAL CENTER**.

29. That at all times herein mentioned, upon information and belief, Henry Bello was compelled to resign by defendant, **HOSPITAL CENTER** in and/or about February 2015 after



defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, investigated him for allegations of illegal conduct, including but not limited to his aggressive sexual harassment and conduct towards other agents, servants and/or employees of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

30. That at all times herein mentioned, upon information and belief, Henry Bello was compelled to resign by defendant, **HOSPITAL CENTER**, in and/or about February 2015 after defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, substantiated his illegal conduct, including but not limited to his aggressive sexual harassment and conduct toward other agents, servants and/or employees of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

31. That at all times herein mentioned, upon information and belief, after being forced to resign, Henry Bello threatened multiple agents, servants and/or employees of defendant, **BRONX-LEBANON HOSPITAL CENTER**, including but not limited to David Lazala, Maureen Kwankam and Kamran Ahmed, in electronic, telephonic and other communications, including but not limited to threats that he would someday return to the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, and injure and/or kill those former colleagues by shooting them.

32. That at all times herein mentioned and prior to June 30, 2017, defendant, **BRONX-LEBANON HOSPITAL CENTER**, was aware and/or should have been aware and knew and/or should have known of the threats of physical harm and/or shooting and/or death made by Henry Bello against its agents, servants, and/or employees.

33. That at all times herein mentioned and prior to June 30, 2017, despite these threats and Henry Bello's ceasing being an agent, servant and/or employee of defendant, **BRONX-**

**LEBANON HOSPITAL CENTER**, said defendant, its agents, servants and/or employees, including but not limited to its hospital administration, hospital executives, human resources department and its security department, for whom it is vicariously liable, failed to timely and properly communicate with each other regarding Henry Bello's threats to access the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, through its hospital center entranceways to shoot and/or cause physical harm to its agents, servants and/or employees.

34. That at all times herein mentioned, despite the aforementioned threats and Henry Bello's ceasing being an agent, servant and/or employee of defendant, **BRONX-LEBANON HOSPITAL CENTER**, said defendant, its agents, servants and/or employees, including but not limited to its human resources department and its security department, failed to manage, coordinate, organize and/or enforce the surrender, repossession and/or custody of the employee identification card credentials granting Henry Bello unfettered and unlimited access to the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, through its hospital center entranceways.

35. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, documented the status and location of the employee identification card credentials of former agent, servant and/or employee defendant, **BRONX-LEBANON HOSPITAL CENTER**, of Henry Bello, once he left the employ of defendant, **HOSPITAL CENTER** in February 2015.

36. Upon information and belief, at all times herein mentioned, the employee identification card credentials issued to Henry Bello by defendant, **BRONX-LEBANON**

**HOSPITAL CENTER**, prior to June 30, 2017, had visible on its face an expiration date that had expired prior to June 30, 2017.

37. Upon information and belief, all times herein mentioned, the employee identification card credentials issued to Henry Bello by defendant, **BRONX-LEBANON HOSPITAL CENTER**, prior to June 30, 2017, had visible on its face an expiration date that had not yet expired as of June 30, 2017.

38. That all times herein mentioned, the employee identification card credentials issued to Henry Bello by defendant, **BRONX-LEBANON HOSPITAL CENTER**, prior to June 30, 2017, had visible on its face his name and photograph.

39. That all times herein mentioned, the employee identification card credentials issued to Henry Bello prior to June 30, 2017, had electronic capabilities permitting the bearer to access the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, by unmanned hospital entranceways.

40. That all times herein mentioned, the employee identification card credentials issued to Henry Bello prior to June 30, 2017 by defendant, **BRONX-LEBANON HOSPITAL CENTER**, had electronic modules within it allowing personal data of the card bearer to be encoded directly within the card(s), which could protect and limit access by the bearer to the various zones within the hospital premises and real property of said defendant and strengthen the security of patients and hospital staff.

41. That at all times herein mentioned and prior to June 30, 2017, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to deactivate the hospital center employee identification card credentials of its former agent, servant and/or employee Henry Bello, once he

left the employ of defendant, **BRONX-LEBANON HOSPITAL CENTER** in February 2015, thereby failed to deprive him of access to the premises and real property of said defendant.

42. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had written policies and procedures requiring its agents, servants and/or employees with hospital issued employee identification card credentials and/or other hospital issued property to display said credentials to security staff at all hospital center entranceways, so as to prevent individuals without valid employee identification card credentials from trespassing and intruding onto hospital issued property using an invalid and/or expired employee identification card.

43. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had written policies and procedures requiring its agents, servants and/or employees in its security department to demand and inspect said employee identification card credentials at all hospital entranceways to defendant, **BRONX-LEBANON HOSPITAL CENTER**, so as to prevent individuals without a valid Hospital center employee identification card from trespassing and/or intruding onto hospital issued property using an invalid employee identification card.

44. That at all times herein mentioned, the agents, servants and/or employees of defendant, **BRONX-LEBANON HOSPITAL CENTER**, had a duty to adhere to hospital policies and procedures regarding the management, regulation, use and safeguarding of employee identification card credentials.

45. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, were responsible for securing the aforesaid hospital premises and real property entranceways in a non-negligent manner so as to prevent

intruders from gaining access to the agents, servants, and/or employees, patients and others lawfully inside said hospital center.

46. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, were responsible for providing external security at and/or about the premises and real property of the aforesaid hospital to prevent intruders from gaining unauthorized access through its hospital entranceways and throughout its various interior floors, departments and treatment areas.

47. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, were responsible for providing internal security within and/or upon the premises and real property of aforesaid hospital to prevent intruders from gaining unauthorized access through its entranceways and throughout its various interior floors, departments and treatment areas.

48. That at all times herein mentioned defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, had a non-delegable duty to maintain the hospital premises and real property, including but not limited to its various interior floors, departments and treatment areas, in a reasonably safe condition for agents, servants, and/or employees, patients and others lawfully inside said hospital center.

49. That at all times herein mentioned defendant, **HOSPITAL CENTER** had actual knowledge that its entranceways security system was ineffective, careless, negligent, grossly negligent and reckless and that intruders were unlawfully gaining entrance to the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, through its negligently maintained and/or secured entranceways.

50. That at all times herein mentioned defendant, **BRONX-LEBANON HOSPITAL CENTER**, had actual knowledge that its entranceway security system was ineffective, careless, negligent, grossly negligent and reckless and that intruders were unlawfully gaining entrance to the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, through its negligently maintained and/or secured entranceways with the intent to commit violent crimes against its agents, servants, and/or employees, patients and others lawfully inside said hospital center.

51. That at all times herein mentioned defendant, **BRONX-LEBANON HOSPITAL CENTER**, had actual knowledge that its entranceway security system was ineffective and that intruders were unlawfully gaining entrance to the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, through its negligently maintained and/or secured entranceways with the intent to commit violent crimes against its agents, servants, and/or employees, patients and others lawfully inside said hospital center.

52. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had actual knowledge that intruders were entering the hospital premises and real property through its negligently maintained and/or secured entranceways with weapons, including but not limited to firearms, and committing acts of violence, including but not limited to shootings and other assaults.

53. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had actual knowledge that intruders were entering the hospital premises and real property with weapons, including but not limited to firearms, and were using said weapons in the commission of acts of violence, including but not limited to shootings and other assaults, including multiple assaults on November 9, 2011 when in the emergency room of Hospital

center an intruder entered the hospital through a negligently secured entranceway with a firearm intending to commit a violent assault and did shoot two individuals within and upon the hospital premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

54. That at all times after the shooting that occurred on November 11, 2011, defendant, **HOSPITAL CENTER** knew or should have known that the hospital's entranceway security systems and protocols were ineffective, careless, negligent, grossly negligent and reckless and insufficient to protect the public, its patients and its agents, servants, and/or employees.

55. That at all times herein mentioned, after the shooting that occurred on November 11, 2011, defendant, **BRONX-LEBANON HOSPITAL CENTER**, knew or should have known that the hospital's entranceway security systems required metal detectors to protect the public, its patients and its agents, servants, and/or employees.

56. That at all times herein mentioned, after the shooting that occurred on November 11, 2011, defendant, **BRONX-LEBANON HOSPITAL CENTER**, knew or should have known that the hospital's entranceway security systems required security department controlled turnstile access for agents, servants and/or employees, patients and others lawfully within and upon the premises and real property to protect the public, its patients and its agents, servants, and/or employees.

57. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to utilize metal detectors at its negligently maintained and secured entranceways.

58. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to utilize security department controlled turnstile access at its negligently maintained and secured entranceways.

59. That at all times herein mentioned, upon information and belief, defendant, **BRONX-LEBANON HOSPITAL CENTER**, had actual and/or constructive notice of intruders committing and/or attempting to commit violent crimes within and upon its premises and real property, including but not limited to reported crimes of weapons possession, assault, sexual abuse, sexual assault, criminal trespass, and aggravated harassment, that were reported to the New York City Police Department between 2010 and June 30, 2017.

60. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, violated its non-delegable duty to maintain the aforesaid hospital premises and real property in a reasonably safe condition for its agents, servants, and/or employees, patients and others lawfully within and/or upon said hospital center.

61. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, had constructive notice that its premises and real property were not in a reasonably safe condition for its agents, servants, and/or employees, patients and others lawfully within and/or upon said hospital center.

62. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants and/or employees, had actual notice that its premises and real property were not in a reasonably safe condition for its agents, servants, and/or employees, patients and others lawfully within and/or upon said hospital center.

63. That on and/or about June 27, 2017 plaintiff, **WILDANIO GUARENO**, was admitted as an inpatient through the emergency department of defendant, **BRONX-LEBANON**



**HOSPITAL CENTER**, and was admitted into room 1615 on the 16<sup>th</sup> floor of the aforesaid hospital premises and real property.

64. That on and/or about June 30, 2017, at approximately 2:50 p.m., Henry Bello intruded onto defendant's premises and real property through the negligently maintained, negligently secured rear hospital entranceway located on Selwyn Avenue.

65. That on and/or about June 30, 2017, at approximately 2:50 p.m., Henry Bello intruded onto defendant's premises and real property through the negligently maintained, negligently secured rear hospital entranceway located on Selwyn Avenue while armed with an AR-15 rifle and liquid accelerant, which he foreseeably intended to use to shoot persons and/or cause fires and/or explosions within the hospital center.

66. That on and/or about June 30, 2017, at approximately 2:50 p.m., due solely to the carelessness, negligence, gross negligence and recklessness of defendant, **BRONX-LEBANON HOSPITAL CENTER**, Henry Bello entered said defendant's hospital premises through the Selwyn Avenue hospital entranceway unchallenged by any agent, servant and/or employee of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

67. That on or about June 30, 2017, Henry Bello was allowed unchallenged, complete access to the hospital premises, including to the 16<sup>th</sup> floor, while armed with an AR-15 rifle.

68. That on and/or about June 30, 2017, at approximately 2:50 p.m., Henry Bello intruded and entered defendant's premises and real property through the negligently secured rear Selwyn Avenue hospital entranceway, in possession of the employee identification card issued to him by defendant, **BRONX-LEBANON HOSPITAL CENTER**, in 2014.

69. That at all times herein mentioned, on and/or about June 30, 2017, at approximately 2:50 p.m., Henry Bello intruded and trespassed onto and into defendant's

premises through the negligently secured rear Selwyn Avenue hospital entranceway, with aid of said hospital employee identification issued to him by defendant, **BRONX-LEBANON HOSPITAL CENTER**, in 2014.

70. That at all times herein mentioned, on and/or about June 30, 2017, at approximately 2:50 p.m., Henry Bello intruded and trespassed onto and into defendant's premises through the negligently secured rear Selwyn Avenue hospital entranceway, with the aid of a hospital issued physician's coat that he was wearing that was issued to him at the time of his employment with defendant, **BRONX-LEBANON HOSPITAL CENTER**.

71. That on and/or about June 30, 2017, at approximately 2:50 p.m., Henry Bello proceeded through the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, with unfettered access, and went to the 16th and 17th floors of the hospital premises after entering the premises through the negligently secured rear Selwyn Avenue hospital entranceway, all without any challenge or refusal by defendant, **BRONX-LEBANON HOSPITAL CENTER**, its agents, servants, and/or employees.

72. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to manage and/or enforce the surrender of the hospital issued identification card credentials and laboratory coat issued to Henry Bello that enabled Henry Bello to intrude into and have full access to the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, through its negligently maintained, negligently secured entranceways on June 30, 2017.

73. That at all times herein mentioned, defendant, **BRONX-LEBANON HOSPITAL CENTER**, failed to provide adequate security at the Bronx-Lebanon Hospital Center's hospital

entranceways, including but not limited to the negligently maintained and/or secured rear Selwyn Avenue hospital entranceway used by Henry Bello to enter the hospital on June 30, 2017.

74. That on and/or about June 30, 2017 at approximately 2:50 P.M., former hospital agent, servant and/or employee Henry Bello was allowed and/or permitted to enter Bronx-Lebanon Hospital Center's hospital premises and real property due entirely to the negligently maintained and unsecured hospital entranceway and negligent security systems of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

75. That at all times herein mentioned, no timely warning was broadcast over the premises of defendant, **BRONX-LEBANON HOSPITAL CENTER**, including but not limited to over the 16<sup>th</sup> and 17<sup>th</sup> floor sound systems, to alert the plaintiff, **WILDANIO GUARENO**, of the presence thereat of the armed intruder, Henry Bello.

76. That at all times herein mentioned, on June 30, 2017, at approximately 3:00 p.m., plaintiff, **WILDANIO GUARENO**, was lawfully within his assigned hospital room, at defendant, **BRONX-LEBANON HOSPITAL CENTER**, room No. 1615, when he smelled smoke, heard gunshots and observed a nurse bleeding outside of his assigned hospital room.

77. That at all times herein mentioned, plaintiff, **WILDANIO GUARENO**, in fear for his life, waited in his hospital room No. 1615 for the agents, servants and/or employees of defendant, **BRONX-LEBANON HOSPITAL CENTER**, to terminate the threat of Henry Bello.

78. That at all times herein mentioned, plaintiff, **WILDANIO GUARENO**, in fear for his life and recognizing and/or realizing that no agents, servants and/or employees of defendant, **BRONX-LEBANON HOSPITAL CENTER**, were timely responding to said threat, attempted to flee the 16<sup>th</sup> floor to safety through a stairwell doorway located at adjacent and/or

appurtenant to hospital room No. 1615 within the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

79. That at all times herein mentioned, as plaintiff, **WILDANIO GUARENO**, reached the aforesaid stairwell in an effort to escape the shooting and fire on the 16<sup>th</sup> floor of defendant, **BRONX-LEBANON HOSPITAL CENTER**, he was shot in the left leg by Henry Bellow.

80. That at all times herein mentioned and prior to June 30, 2017 defendant, **BRONX-LEBANON HOSPITAL CENTER**, was careless, negligent, grossly negligent and reckless in failing to have properly maintained and/or secured entranceways and security systems.

81. That at all times herein mentioned and prior to June 30, 2017 defendant, **BRONX-LEBANON HOSPITAL CENTER** was careless, negligent, grossly negligent and reckless in failing to have adequate number of qualified and/or armed security in place at its entranceways and throughout its floors, departments and treatment areas; in failing to consider the significance that intruders were entering its premises and real property and committing crimes; in failing to prevent armed intruders from entering the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER** and continuing unchallenged to the 16<sup>th</sup> floor of defendant, **BRONX-LEBANON HOSPITAL CENTER**; in failing to post warnings about and photographs of Henry Bello at its negligently maintained and/or secured entranceways; in failing to keep the plaintiff, **WILDANIO GUARENO**, and other patients and staff from being assaulted with a firearm while within and upon the hospital premises and real property; in failing to timely and adequately address the known threat that Henry Bello posed prior to June 30, 2017; in failing to warn the plaintiff and others of the threat posed by Henry

Bello; in failing to timely and properly warn the plaintiff and others that Henry Bello was armed with an automatic rifle and a liquid accelerant; in failing to have proper security measures in place that would have prevented Henry Bello from intruding onto the premises and real property of defendant, **BRONX-LEBANON HOSPITAL CENTER**, with the intent to shoot and set fire within and upon the hospital premises and real property on June 30, 2017; in failing to heed the significance of the acts and circumstances surrounding Henry Bello's separation from the employ defendant, **BRONX-LEBANON HOSPITAL CENTER**; in failing to revoke Henry Bello's hospital identification card upon the termination of his employment from the hospital's employment; in failing to repossess Henry Bello's hospital identification card upon the termination of his employment from the hospital's employment; in failing to deactivate Henry Bello's hospital identification card upon the termination of his employment from the hospital's employment; in failing to track the custody of Henry Bello's employee credentials after February 2015 and continuing; in failing to adhere to its own policies regarding the threats made by Henry Bello prior to June 30<sup>th</sup>, 2017; in failing to timely and properly communicate amongst its administration, human resources department, security department and executive staff regarding Henry Bello; in allowing and/or permitting Henry Bello to enter and then have unfettered access to the hospital center on June 30, 2017 while armed with a long AR-15 rifle and incendiary liquid accelerant, and in allowing and permitting plaintiff, **WILDANIO GUARENO**, to be shot by an intruder while an in-patient of defendant, **BRONX-LEBANON HOSPITAL CENTER**.

82. Said occurrence, incident, injuries and damages resulting to the plaintiff, **WILDANI GUARENO**, were proximately caused and were solely due to the careless, negligent, grossly negligent and reckless, actions by the defendant, **BRONX-LEBANON**

**HOSPITAL CENTER**, its agents, servants, and/or employees in their ownership, operation, management, maintenance, supervision and control of the premises and real property and the wanton and willful disregard of the safety of others, including patients, by the aforesaid defendant and all without any negligence on the part of the plaintiff contributing thereto.

83. By reason of the foregoing, the plaintiff, **WILDANIO GUARENO**, sustained severe and serious permanent personal injuries including but not limited to a gunshot wound to his left thigh, a severe shock to his nervous system and certain internal injuries and was and will be caused to suffer severe physical pain and mental anguish as a result thereof, and was and will continue to be incapacitated from attending to his regular activities, and there was and will be caused to be expended a sum of money for medical and hospital care on his behalf.

84. The amount of damages sought exceeds the jurisdiction of all lower courts which would otherwise have jurisdiction.

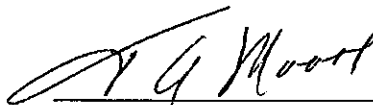
85. That this action falls within one or more of the exceptions set forth in CPLR 1602, including but not limited to CPLR 1601, 1602(6), CPLR 1602(7) and CPLR § 1602(10), as well as the savings provisions of CPLR 1602(2), including but not limited to CPLR 1602(2)(iv).

**WHEREFORE**, the Plaintiff demands judgment against Defendant for compensatory and punitive damages in such sums as a jury would find fair, just, adequate and appropriate.

Dated: New York, New York  
June 18, 2018

Yours etc.,

**KRAMER, DILLOF, LIVINGSTON  
& MOORE**



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New York, New York 10007  
(212) 267-4177

SUPREME COURT OF NEW YORK  
BRONX COUNTY

-----X  
WILDANIO GUARENO,

Plaintiff,

Index No.:

ATTORNEY  
VERIFICATION

-against-

BRONXCARE HEALTH SYTEM d/b/a  
THE BRONX-LEBANON HOSPITAL CENTER,

Defendant.  
-----X

STATE OF NEW YORK )

:ss:

COUNTY OF NEW YORK )

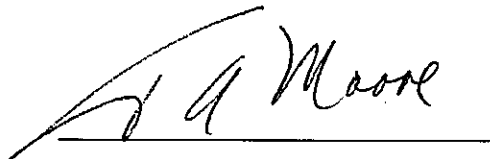
THOMAS A. MOORE, an attorney duly admitted to practice in the Courts of New York State, a partner of the law firm **KRAMER, DILLOF, LIVINGSTON & MOORE, ESQS.**, attorneys for the plaintiff in the within action, hereby affirms under penalty of perjury:

That he has read the within Summons and Verified Complaint and knows the contents thereof, and that the same is true to his own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

That the sources of his information and knowledge are investigations and records in the file.

That the reason this verification is made by affirmant and not by the plaintiff is that the plaintiff is not within the County where the attorney has his office.

Dated: New York, New York  
June 18, 2018





**Index No.**

**Year**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX**

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WILDANIO GUARENO,

*Plaintiff(s),*

*- against -*

BRONXCARE HEALTH SYSTEM d/b/a  
THE BRONX- LEBANON HOSPITAL CENTER,

*Defendant(s),*

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**SUMMONS AND VERIFIED COMPLAINT**

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**KRAMER, DILLOF, LIVINGSTON & MOORE, ESQS.**

*Attorneys for Plaintiff(s)*

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To: All Parties

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