

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

-----X  
KARLA DEL GALLO, MICHAEL J. RICCIUTTI, as  
Administrator for the Estate of GIANNA MARIE RICCIUTTI,  
Deceased, and MICHAEL J. RICCIUTTI, Individually,

Plaintiffs,

-against-

THE CITY OF NEW YORK, CENTRAL PARK  
CONSERVANCY, INC., THE WILDLIFE CONSERVATION  
SOCIETY and BEUCLER TREE EXPERTS, LLC,

Defendants.  
-----X

Index No.:

Date Purchased:

**SUMMONS**

11,07409  
Plaintiffs designate New  
York County as the place of  
trial.

The basis of venue is:  
Place of the occurrence  
County of New York

**To the above named Defendants:**

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York  
June 1, 2011



DINO MASTROPIETRO, ESQ  
LOZNER & MASTROPIETRO  
Attorneys for Plaintiff(s)  
1901 Emmons Avenue, Suite 206  
Brooklyn, New York 11235  
718-615-0044  
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Our File No. 1939910

TO:

THE CITY OF NEW YORK  
Michael A. Cardozo  
Corporation Counsel of the City of New York  
100 Church Street  
New York, NY 10007

CENTRAL PARK CONSERVANCY, INC.  
Defendant Pro Se  
14 East 60<sup>th</sup> Street  
New York, NY 10022

**FILED**

JUN 24 2011

COUNTY CLERK'S OFFICE  
NEW YORK

THE WILDLIFE CONSERVATION SOCIETY

Defendant Pro Se

2300 Southern Boulevard

Bronx, NY 10460

BEUCLER TREE EXPERTS, LLC

Defendant Pro Se

48 Harold Street

Tenafly, NJ 07670

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

-----X  
KARLA DEL GALLO, MICHAEL J. RICCIUTTI, as  
Administrator for the Estate of GIANNA MARIE RICCIUTTI,  
Deceased, and MICHAEL J. RICCIUTTI, Individually,

Index No.:

Plaintiffs,

Date Purchased:

-against-

THE CITY OF NEW YORK, CENTRAL PARK  
CONSERVANCY, INC., THE WILDLIFE CONSERVATION  
SOCIETY and BEUCLER TREE EXPERTS, LLC,

**VERIFIED COMPLAINT**

Defendants.

11107409

-----X  
Plaintiffs, **KARLA DEL GALLO, MICHAEL J. RICCIUTTI**, as Administrator for the  
Estate of **GIANNA MARIE RICCIUTTI**, Deceased, and **MICHAEL J. RICCIUTTI**,  
individually, by their attorneys, **LOZNER & MASTROPIETRO**, complaining of the Defendants,  
**THE CITY OF NEW YORK, CENTRAL PARK CONSERVANCY, INC., THE WILDLIFE  
CONSERVATION SOCIETY** and **BEUCLER TREE EXPERTS, LLC**, allege, upon information  
and belief:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. At the time of the commencement of this action, Plaintiff **KARLA DEL GALLO** was, and still is, a resident of the County of Baltimore, State of Maryland.
2. At the time of the commencement of this action, Plaintiff **MICHAEL J. RICCIUTTI** was, and still is, a resident of the County of Baltimore, State of Maryland.
3. Prior to the commencement of this action, and on or about August 17, 2010, Letters of Administration of the Estate of **GIANNA MARIE RICCIUTTI** were issued to Plaintiff **MICHAEL J. RICCIUTTI** by order of the Surrogate of the County of Hudson, State of New Jersey.

**FILED**

**JUN 24 2011**

**COUNTY CLERK'S OFFICE  
NEW YORK**

4. The cause of action herein alleged arose in the County of New York, State of New York.

5. That on June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK** was, and still is a domestic municipal corporation, duly organized and existing under and by virtue of the laws of the State of New York.

6. That on June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, was and still is a domestic not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of New York with a principal place of business in the County of New York, State of New York.

7. That on June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, maintained and still maintains a principal place of business at 14 East 60<sup>th</sup> Street, New York, New York 10022.

8. That on June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, was and still is a domestic not-for-profit corporation duly organized and existing under and by virtue of the laws of the State of New York with a principal place of business in the County of Bronx, State of New York.

9. That on June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, maintained and still maintains a principal place of business at 2300 Southern Boulevard, Bronx, New York 10460.

10. Upon information and belief that the Defendant **BEUCLER TREE EXPERTS, LLC.**, was and is a nondomiciliary which committed a tortious act within the State of New York which tortious act resulted in serious and severe injury to the Plaintiff **KARLA DEL GALLO**, and Plaintiff **MICHAEL J. RICCIUTTI**, and serious, severe and fatal injury to **GIANNA MARIE RICCIUTTI**(deceased).

11. Upon information and belief, that at all times hereinafter mentioned Defendant **BEUCLER TREE EXPERTS, LLC.**, was and is a foreign corporation, organized and existing

under and by virtue of the laws of the State of New Jersey, and maintains its principal office in the County of Bergen, State of New Jersey, and is doing business in the State of New Jersey.

12. Upon information and belief, that at all times hereinafter mentioned Defendant **BEUCLER TREE EXPERTS, LLC.**, was and is a general association organized and existing under and by virtue of the laws of the State of New Jersey, and maintains its principal office in the County of Bergen, State of New Jersey.

13. Upon information and belief, that at all times hereinafter mentioned Defendant **BEUCLER TREE EXPERTS, LLC.**, was and is a partnership conducting business in the State of New Jersey.

14. Upon information and belief, that at all times hereinafter mentioned Defendant **BEUCLER TREE EXPERTS, LLC.**, was and is an unincorporated association organized and existing under and by virtue of the laws of the State of New Jersey, and maintains its principal office in the County of Bergen, State of New Jersey.

15. That on September 24, 2010, and within the time prescribed by law, a sworn Notice of Claim stating, among other things, the time when and place where the injuries and damages were sustained, together with Plaintiffs' demand for adjustment thereof was duly served on the Plaintiffs' behalf on **THE CITY OF NEW YORK** and that thereafter said **THE CITY OF NEW YORK** refused or neglected for more than thirty (30) days, and up to the commencement of this action, to make any adjustment or payment thereof, and that thereafter, and within the time provided by law, this action was commenced.

16. That on December 17, 2010, pursuant to General Municipal Law §50(h), Plaintiffs gave testimony under oath at an examination conducted by the Defendant **THE CITY OF NEW YORK.**

17. That this action is being commenced within one year and ninety days after accrual of this cause of action, or within the time allowed by law.

18. On June 26, 2010, and at all times herein mentioned, Central Park was and still is a

public park in the County of New York, State of New York, (hereinafter, "Central Park").

19. On June 26, 2010, and at all times herein mentioned, Central Park was and still is bordered on the north by Central Park North, on the south by Central Park South, on the east by 5<sup>th</sup> Avenue and on the west by Central Park West, in the County of New York, State of New York.

20. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK** owned Central Park.

21. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, operated the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit.

22. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, controlled the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit.

23. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, maintained the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit.

24. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees repaired the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit.

25. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, managed the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit.

26. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, owed a non-delegable duty to maintain and keep Central Park and the Central Park Zoo in a reasonably safe condition.

27. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, operated the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to a contract with Defendant, **THE CITY OF NEW YORK**, (hereinafter "Contract").

28. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, controlled the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Contract with Defendant, **THE CITY OF NEW YORK**.

29. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, maintained the aforesaid premises identified as Central Park including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Contract with Defendant, **THE CITY OF NEW YORK**.

30. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, repaired the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Contract with Defendant, **THE CITY OF NEW YORK**.

31. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, managed the aforesaid premises identified as Central Park, including but not limited to the area located at or near the entrance to the

Central Park Zoo next to the sea lion exhibit, pursuant to the Contract with Defendant, **THE CITY OF NEW YORK**.

32. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, owed a duty to maintain and keep Central Park, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, in a reasonably safe condition, pursuant to the Contract with Defendant, **THE CITY OF NEW YORK**.

33. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, by its agents, servants and/or employees, operated the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to an Agreement with Defendant, **THE CITY OF NEW YORK**, (hereinafter "Agreement").

34. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, by its agents, servants and/or employees, controlled the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Agreement with Defendant, **THE CITY OF NEW YORK**.

35. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, by its agents, servants and/or employees, maintained the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Agreement with Defendant, **THE CITY OF NEW YORK**.

36. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, by its agents, servants and/or employees, repaired the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Agreement with

Defendant, **THE CITY OF NEW YORK**.

37. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, by its agents, servants and/or employees, managed the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to the Agreement with Defendant, **THE CITY OF NEW YORK**.

38. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, by its agents, servants and/or employees, owed a duty to maintain and keep the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, in a reasonably safe condition, pursuant to the Agreement with Defendant, **THE CITY OF NEW YORK**.

39. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, operated the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to a contract with Defendant, **THE WILDLIFE CONSERVATION SOCIETY**.

40. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, controlled the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to a contract with Defendant, **THE WILDLIFE CONSERVATION SOCIETY**.

41. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, maintained the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to a contract with Defendant, **THE WILDLIFE CONSERVATION SOCIETY**.

42. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, repaired the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to a contract with Defendant, **THE WILDLIFE CONSERVATION SOCIETY.**

43. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, managed the aforesaid premises identified as the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, pursuant to a contract with Defendant, **THE WILDLIFE CONSERVATION SOCIETY.**

44. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, owed a duty to maintain and keep the Central Park Zoo, including but not limited to the area located at or near the entrance to the Central Park Zoo next to the sea lion exhibit, in a reasonably safe condition, pursuant to a contract with Defendant, **THE WILDLIFE CONSERVATION SOCIETY.**

45. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK** owned the trees located in Central Park, including but not limited to the tree hereinafter complained of (hereinafter "subject Tree") and situated within the Central Park Zoo which was and still is located in the vicinity of a certain paved pedestrian walkway. More particularly, the aforesaid subject Tree is located approximately 145 feet southwest of The Delacorte Clock, approximately 70 feet southwest of the Central Park Zoo's small gate with lattice work, 18 feet northeast of the center line of the 8-column brick and timber archway in the Central Park Zoo in front of the sea lion exhibit, and 4 ½ feet set back from the curb of the paved pedestrian path and walkway, (hereinafter the "Walkway").

46. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, controlled, managed and maintained the

subject Tree.

47. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, owed a duty to keep and maintain the subject Tree, in a reasonably safe condition.

48. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, owed a duty to inspect the subject Tree.

49. On June 26, 2010, and at all times herein mentioned, Defendant **THE CITY OF NEW YORK**, by its agents, servants and/or employees, owed a duty to prune, fertilize and otherwise care for the subject Tree.

50. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, controlled, managed and maintained the subject Tree, pursuant to the Contract.

51. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, owed a duty to keep and maintain the subject Tree, in a reasonably safe condition, pursuant to the Contract.

52. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, owed a duty to inspect the subject Tree, pursuant to the Contract.

53. On June 26, 2010, and at all times herein mentioned, Defendant **CENTRAL PARK CONSERVANCY, INC.**, by its agents, servants and/or employees, owed a duty to prune, fertilize and otherwise care for the subject Tree, pursuant to the Contract.

54. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY** by its agents, servants and/or employees, controlled, managed and maintained the subject Tree, pursuant to the Agreement.

55. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY** by its agents, servants and/or employees, owed a duty to keep and

maintain the subject Tree, in a reasonably safe condition, pursuant to the Agreement.

56. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY** by its agents, servants and/or employees, owed a duty to inspect the subject Tree, pursuant to the Agreement.

57. On June 26, 2010, and at all times herein mentioned, Defendant **THE WILDLIFE CONSERVATION SOCIETY** by its agents, servants and/or employees, owed a duty to prune, fertilize and otherwise care for the subject Tree, pursuant to the Agreement.

58. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, controlled, managed and maintained the subject Tree, pursuant to a contract.

59. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, owed a duty to keep and maintain the subject Tree, in a reasonably safe condition, pursuant to a contract.

60. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, owed a duty to inspect the subject Tree, pursuant to a contract.

61. On June 26, 2010, and at all times herein mentioned, Defendant **BEUCLER TREE EXPERTS, LLC.**, by its agents, servants and/or employees, owed a duty to prune, fertilize and otherwise care for the subject Tree, pursuant to a contract.

62. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, tree limbs of the subject Tree, including, but not limited to, the tree limb hereinafter complained of (hereinafter "subject Tree Limb"), were located above the Walkway.

63. The subject Tree Limb was large in size and, at its point of connection to the subject Tree, the subject Tree Limb was approximately twenty-five(25) to thirty(30) feet above the Walkway.

64. On June 26, 2010, Plaintiff **KARLA DEL GALLO** was lawfully present on the

aforesaid Walkway, in the vicinity of the subject Tree.

65. On June 26, 2010, and at all times herein mentioned, **GIANNA MARIE RICCIUTTI**, the natural daughter of Plaintiff **MICHAEL J. RICCIUTTI** and Plaintiff **KARLA DEL GALLO**, was lawfully present on the Walkway, in the vicinity of the subject Tree, being held in the arms of her mother, Plaintiff **KARLA DEL GALLO**.

66. On June 26, 2010, and at all times herein mentioned, the subject Tree Limb did snap, break and fall, causing the subject Tree Limb to strike Plaintiff **KARLA DEL GALLO** as it fell to the ground.

67. On June 26, 2010, and at all times herein mentioned, the subject Tree Limb did snap, break and fall, causing the subject Tree Limb to strike Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, as it fell to the ground.

68. On June 26, 2010, and at all times herein mentioned, the subject Tree Limb did snap, break and fall, causing the subject Tree Limb to strike Plaintiff **KARLA DEL GALLO**, violently on and about the head and body as it fell to the ground.

69. On June 26, 2010, and at all times herein mentioned, the subject Tree Limb did snap, break and fall, causing the subject Tree Limb to strike Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, violently on and about the head and body as it fell to the ground.

70. By reason of said occurrence, Plaintiff **KARLA DEL GALLO** was caused to sustain severe and permanent injuries.

71. By reason of said occurrence, Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, was caused to sustain severe and devastating injuries.

72. The above-mentioned occurrence, and the results thereof, were caused by the negligence, carelessness and recklessness of the Defendant and/or said Defendant's agents, servants, employees and/or licensees in the ownership, operation, management, maintenance, supervision, repair and control of the aforesaid premises.

73. That no negligence on the parts of the Plaintiffs contributed to the occurrence alleged herein in any manner whatsoever.

74. That by reason of the foregoing, Plaintiff, **KARLA DEL GALLO**, was caused to sustain serious, devastating and permanent injuries including but not limited to, a skull fracture, traumatic brain injuries, cheekbone fractures, and shoulder injuries , resulting in multiple surgeries and extensive hospital, medical and rehabilitative care; suffered serious and permanent pain, suffer permanently disabling injuries with consequential effects; was and continues to have suffered pain, shock and mental anguish; that these injuries and their effects will be permanent; as a result of said injuries Plaintiff incurred and will continue to incur expenses for medical care and attention; and Plaintiff was and will continue to be rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom and continues to sustain, lost earnings.

75. That by reason of the foregoing, Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, was caused to suffer fear, conscious pain and suffering and devastating injuries resulting in her death.

76. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the Subject Tree, contained dead, rotted, diseased and/or decayed tree limbs and branches, including but not limited to, the subject Tree Limb, which rendered the subject Tree unsafe and dangerous.

77. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the subject Tree Limb was dead.

78. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the subject Tree Limb was in a rotted condition.

79. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the subject Tree Limb was in a diseased condition.

80. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the subject Tree Limb was in a decayed condition.

81. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto,

the subject Tree Limb was in an unsafe and dangerous condition.

82. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the subject Tree Limb was in danger of falling.

83. On June 26, 2010, and at all times herein mentioned, and for some time prior thereto, the subject Tree Limb was in danger of falling by reason of its dead, rotted, diseased, decayed and/or unsafe and dangerous condition.

84. On June 26, 2010, and at all times herein mentioned, the subject Tree Limb fell by reason of its dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

85. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE CITY OF NEW YORK**, knew that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

86. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE CITY OF NEW YORK**, should have known through the exercise of reasonable care that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

87. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE CITY OF NEW YORK**, knew that the subject Tree Limb was in danger of falling.

88. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE CITY OF NEW YORK**, should have known through the exercise of reasonable care that the subject Tree Limb was in danger of falling.

89. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE CITY OF NEW YORK**, could and should have, in the exercise of reasonable care, cut down and removed the subject Tree Limb prior to the aforesaid occurrence, but failed to do so.

90. Upon information and belief, written notice of the aforesaid dangerous condition of

the subject Tree Limb was actually given to Defendant **THE CITY OF NEW YORK**, and/or said condition was caused and created by Defendant **THE CITY OF NEW YORK**, and /or there was written acknowledgment from Defendant **THE CITY OF NEW YORK** of the aforementioned condition, and there was a failure or neglect within fifteen (15) days after the receipt of such notice to cut down and remove the subject Tree Limb or otherwise remedy said dangerous condition.

91. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of Central Park, the Central Park Zoo and of the subject Tree.

92. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of Central Park, the Central Park Zoo and of the subject Tree.

93. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

94. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

95. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

96. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

97. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

98. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

99. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

100. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

101. Upon information and belief, Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to Plaintiff, **KARLA DEL GALLO**.

102. Upon information and belief, Defendant **THE CITY OF NEW YORK**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**.

103. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **CENTRAL PARK CONSERVANCY, INC.**, knew that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

104. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **CENTRAL PARK CONSERVANCY, INC.**, should have known through the exercise of reasonable care that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

105. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **CENTRAL PARK CONSERVANCY, INC.**, knew that the subject Tree Limb was in danger of falling.

106. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **CENTRAL PARK CONSERVANCY, INC.**, should have known through the exercise of reasonable care that the subject Tree Limb was in danger of falling.

107. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **CENTRAL PARK CONSERVANCY, INC.**, could and should have, in the exercise of reasonable care, cut down and removed the subject Tree Limb prior to the aforesaid occurrence, but failed to do so.

108. Upon information and belief, written notice of the aforesaid dangerous condition of the subject Tree Limb was actually given to Defendant **CENTRAL PARK CONSERVANCY, INC.**, and/or said condition was caused and created by Defendant **CENTRAL PARK CONSERVANCY, INC.**, and/or there was written acknowledgment from Defendant **CENTRAL PARK CONSERVANCY, INC.**, of the aforementioned condition, and there was a failure or neglect within fifteen (15) days after the receipt of such notice to cut down and remove the subject Tree Limb or otherwise remedy said dangerous condition.

109. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of Central Park, the Central Park Zoo and of the subject Tree.

110. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of Central Park, the Central Park Zoo and of the subject Tree.

111. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a

dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

112. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

113. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

114. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

115. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

116. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in failing to barricade, fence or

otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

117. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

118. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

119. Upon information and belief, Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to Plaintiff, **KARLA DEL GALLO**.

120. Upon information and belief, Defendant **CENTRAL PARK CONSERVANCY, INC.**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**.

121. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, knew that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

122. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, should have known through the exercise of reasonable care that the subject Tree Limb was in a dead, rotted,

diseased, decayed and/or otherwise unsafe and dangerous condition.

123. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, knew that the subject Tree Limb was in danger of falling.

124. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, should have known through the exercise of reasonable care that the subject Tree Limb was in danger of falling.

125. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, could and should have, in the exercise of reasonable care, cut down and removed the subject Tree Limb prior to the aforesaid occurrence, but failed to do so.

126. Upon information and belief, written notice of the aforesaid dangerous condition of the subject Tree Limb was actually given to Defendant **THE WILDLIFE CONSERVATION SOCIETY**, and/or said condition was caused and created by Defendant **THE WILDLIFE CONSERVATION SOCIETY**, and /or there was written acknowledgment from Defendant **THE WILDLIFE CONSERVATION SOCIETY** of the aforementioned condition, and there was a failure or neglect within fifteen (15) days after the receipt of such notice to cut down and remove the subject Tree Limb or otherwise remedy said dangerous condition.

127. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of the Central Park Zoo and of the subject Tree.

128. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE**

**CONSERVATION SOCIETY**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of the Central Park Zoo and of the subject Tree.

129. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

130. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

131. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

132. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

133. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the

Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

134. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

135. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

136. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

137. Upon information and belief, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to Plaintiff, **KARLA DEL GALLO**.

138. Upon information and belief, Defendant **THE WILDLIFE CONSERVATION SOCIETY**, its agents, servants and/or employees, were otherwise negligent, careless and reckless

in causing said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**.

139. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **BEUCLER TREE EXPERTS, LLC.**, knew that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

140. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **BEUCLER TREE EXPERTS, LLC.**, should have known through the exercise of reasonable care that the subject Tree Limb was in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

141. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **BEUCLER TREE EXPERTS, LLC.**, knew that the subject Tree Limb was in danger of falling.

142. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **BEUCLER TREE EXPERTS, LLC.**, should have known through the exercise of reasonable care that the subject Tree Limb was in danger of falling.

143. On June 26, 2010, and at all times herein mentioned, and for some time prior to the aforesaid occurrence, Defendant **BEUCLER TREE EXPERTS, LLC.**, could and should have, in the exercise of reasonable care, cut down and removed the subject Tree Limb prior to the aforesaid occurrence, but failed to do so.

144. Upon information and belief, written notice of the aforesaid dangerous condition of the subject Tree Limb was actually given to Defendant **BEUCLER TREE EXPERTS, LLC.**, and/or said condition was caused and created by Defendant **BEUCLER TREE EXPERTS, LLC.**, and /or there was written acknowledgment from Defendant **BEUCLER TREE EXPERTS, LLC.**, of the aforementioned condition, and there was a failure or neglect within fifteen (15) days after the receipt of such notice to cut down and remove the subject Tree Limb or otherwise remedy said dangerous condition.

145. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of the Central Park Zoo and of the subject Tree.

146. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in the ownership, management, maintenance, inspection, control and care of the Central Park Zoo and of the subject Tree.

147. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

148. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in causing, permitting, allowing and suffering the subject Tree Limb to become, be and remain in a dead, rotted, diseased, decayed and/or otherwise unsafe and dangerous condition.

149. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

150. Upon information and belief, said occurrence and resulting injuries to and death of

Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in failing to cut down and remove the subject Tree Limb prior to the aforesaid occurrence.

151. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

152. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in failing to barricade, fence or otherwise close off the Walkway to pedestrians in the area of the subject Tree so as to prevent pedestrians from walking under or in the area of the subject Tree Limb, and in otherwise failing to take suitable precautions to prevent said occurrence.

153. Upon information and belief, said occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO** were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

154. Upon information and belief, said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**, were caused by the negligence, carelessness and recklessness of the Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, in failing to warn or properly warn, pedestrians that the subject Tree Limb was in danger of falling.

155. Upon information and belief, Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to Plaintiff, **KARLA DEL GALLO**.

156. Upon information and belief, Defendant **BEUCLER TREE EXPERTS, LLC.**, its agents, servants and/or employees, were otherwise negligent, careless and reckless in causing said occurrence and resulting injuries to and death of Plaintiff **MICHAEL J. RICCIUTTI**'s intestate, **GIANNA MARIE RICCIUTTI**.

157. Upon information and belief, the limitations on liability set forth in CPLR § 1601, do not apply to this action.

158. Upon information and belief, the limitations on liability set forth in CPLR § 1601, do not apply to this action by reason of one or more of the exemptions set forth in CPLR § 1602, including, but not limited to those set forth in subdivisions 2(iv) and 7 thereof.

159. That as a result of the foregoing, Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI** were damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

#### **AS AND FOR A SECOND CAUSE OF ACTION**

160. Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, repeat, reiterate and reallege each and every allegation contained herein as though fully set forth at length herein.

161. Plaintiff **MICHAEL J. RICCIUTTI**, is, and was at the time of the aforesaid occurrence, the lawful husband of Plaintiff **KARLA DEL GALLO**.

162. That by reason of the foregoing, Plaintiff **MICHAEL J. RICCIUTTI**, was deprived of the society, services and consortium of the Plaintiff, **KARLA DEL GALLO** and shall continue to be deprived of said society, services and consortium.

163. That by reason of the occurrence and resulting injuries to Plaintiff **KARLA DEL GALLO**, Plaintiff **MICHAEL J. RICCIUTTI**, has been and shall continue to be, caused to expend various sums of money.

164. That by reason of the foregoing, Plaintiff, **MICHAEL J. RICCIUTTI**, was damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A THIRD CAUSE OF ACTION**

165. Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, repeat, reiterate and reallege each and every allegation contained herein as though fully set forth at length herein.

166. Plaintiff **KARLA DEL GALLO**, is, and was at the time of the aforesaid occurrence, the lawful wife of Plaintiff **MICHAEL J. RICCIUTTI**.

167. That by reason of the foregoing, Plaintiff **KARLA DEL GALLO**, was deprived of the society, services and consortium of the Plaintiff, **MICHAEL J. RICCIUTTI** and shall continue to be deprived of said society, services and consortium.

168. That by reason of the occurrence and resulting injuries to Plaintiff **MICHAEL J. RICCIUTTI**, Plaintiff **KARLA DEL GALLO**, has been and shall continue to be, caused to expend various sums of money.

169. That by reason of the foregoing, Plaintiff, **KARLA DEL GALLO**, was damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FOURTH CAUSE OF ACTION**

170. Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, repeat, reiterate and reallege each and every allegation contained herein as though fully set forth at length herein.

171. Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, are, and were at the time of the aforesaid occurrence, the parents and natural guardians of **GIANNA MARIE RICCIUTTI**.

172. That by reason of the foregoing, Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, were deprived of the society of **GIANNA MARIE RICCIUTTI** and shall forever be deprived of said society.

173. That by reason of the occurrence and resulting death of, **GIANNA MARIE RICCIUTTI**, Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, have been and shall continue to be, caused to expend various sums of money.

174. That by reason of the foregoing, Plaintiffs, **KARLA DEL GALLO** and **MICHAEL J. RICCIUTTI**, were damaged in a sum which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

**AS AND FOR A FIFTH CAUSE OF ACTION**

175. Plaintiff, **MICHAEL J. RICCIUTTI** repeats, reiterates and realleges each and every allegation contained herein as though fully set forth at length herein.

176. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI** is and was the biological father and natural guardian of an infant, **GIANNA MARIE RICCIUTTI**, now deceased.

177. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI** is and was the lawful spouse of Plaintiff **KARLA DEL GALLO**, now gravely injured.

178. That on June 26, 2010, a certain tree and tree limb located in Central Park and the Central Park Zoo, New York, New York, broke, fell and violently struck, Plaintiff **KARLA DEL GALLO** and **GIANNA MARIE RICCIUTTI**, due to it's decayed, rotted, damaged, dead, diseased, unsafe, dangerous and/or hazardous condition.

179. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI**, was immediately next to his wife, Plaintiff **KARLA DEL GALLO**, now gravely injured, and his child, **GIANNA MARIE RICCIUTTI**, now deceased and was subjected to an unreasonable risk of bodily injury as a result of the negligent conduct of the Defendants herein, and was thus within the "Zone of Danger", so as to have potentially been physically injured by the aforesaid occurrence.

180. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI** contemporaneously observed, became instantly aware of, or witnessed, a severe physical injury and subsequent death of his daughter, **GIANNA MARIE RICCIUTTI**.

181. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI** contemporaneously observed, became instantly aware of, or witnessed, a severe physical injury suffered by his wife, Plaintiff **KARLA DEL GALLO**.

182. That at all times hereinafter mentioned Defendants had a duty to maintain their premises in a reasonably safe manner.

183. That at all times hereinafter mentioned Defendants breached their duty to keep the premises under their control in a reasonably safe manner.

184. That the foregoing occurrence was caused solely and wholly as a result of the negligence of the Defendants, without any negligence on the part of the Plaintiff contributing thereto.

185. As a direct and proximate result of the Defendants' acts alleged above, Plaintiff **MICHAEL J. RICCIUTTI** was caused to incur, and did incur severe and grievous mental and emotional pain and suffering, fright, anguish, shock, nervousness and anxiety as a result of observing the severe and serious injury to his wife, Plaintiff **KARLA DEL GALLO** and his daughter, **GIANNA MARIE RICCIUTTI**, now deceased.

178. That on June 26, 2010, a certain tree and tree limb located in Central Park and the Central Park Zoo, New York, New York, broke, fell and violently struck, Plaintiff **KARLA DEL GALLO** and **GIANNA MARIE RICCIUTTI**, due to it's decayed, rotted, damaged, dead, diseased, unsafe, dangerous and/or hazardous condition.

179. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI**, was immediately next to his wife, Plaintiff **KARLA DEL GALLO**, now gravely injured, and his child, **GIANNA MARIE RICCIUTTI**, now deceased and was subjected to an unreasonable risk of bodily injury as a result of the negligent conduct of the Defendants herein, and was thus within the "Zone of Danger", so as to have potentially been physically injured by the aforesaid occurrence.

180. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI** contemporaneously observed, became instantly aware of, or witnessed, a severe physical injury and subsequent death of his daughter, **GIANNA MARIE RICCIUTTI**.

181. That at all times hereinafter mentioned, Plaintiff **MICHAEL J. RICCIUTTI** contemporaneously observed, became instantly aware of, or witnessed, a severe physical injury suffered by his wife, Plaintiff **KARLA DEL GALLO**.

182. That at all times hereinafter mentioned Defendants had a duty to maintain their premises in a reasonably safe manner.

183. That at all times hereinafter mentioned Defendants breached their duty to keep the premises under their control in a reasonably safe manner.

184. That the foregoing occurrence was caused solely and wholly as a result of the negligence of the Defendants, without any negligence on the part of the Plaintiff contributing thereto.

185. As a direct and proximate result of the Defendants' acts alleged above, Plaintiff **MICHAEL J. RICCIUTTI** was caused to incur, and did incur severe and grievous mental and emotional pain and suffering, fright, anguish, shock, nervousness and anxiety as a result of observing the severe and serious injury to his wife, Plaintiff **KARLA DEL GALLO** and his daughter, **GIANNA MARIE RICCIUTTI**, now deceased.

186. By reason of the foregoing, Plaintiff **MICHAEL J. RICCIUTTI** was caused to be damaged in body and mind and have otherwise been damaged in a sum of money having present value which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction of this matter.

**WHEREFORE**, Plaintiffs demand judgment against the Defendants herein on all causes of action, in a sum exceeding the jurisdictional limits of all lower courts which would otherwise have jurisdiction, together with the costs and disbursements of this action.

Dated: Brooklyn, New York  
June 1, 2011

Yours, etc.



DINO MASTROPIETRO, ESQ  
LOZNER & MASTROPIETRO  
Attorneys for Plaintiff(s)  
1901 Emmons Avenue, Suite 206  
Brooklyn, New York 11235  
718-615-0044  
www.LMlawNYC.com  
Our File No. 1939910

INDIVIDUAL VERIFICATION

State of New York  
County of Kings

}  
} SS.:

MICHAEL J. RICCIUTTI being duly sworn, deposes and says that I am the Plaintiff in this action and that I have read the annexed **Verified Complaint** and know the contents thereof; the same is true to my knowledge, except as to those matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

x M. Ricciuti

Sworn to the 4th day  
of JUNE, 2011.



**DONATO MASTROPIETRO**  
Notary Public, State of New York  
No. 02MA5069886  
Qualified in Kings County, 2011  
Commission Expires Dec. 9, 2014

Index No. . . . . Year 20 . . . . .

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

KARLA DEL GALLO, MICHAEL J. RICCIUTTI, as Administrator for the Estate of GIANNA  
MARIE RICCIUTTI, Deceased, and MICHAEL J. RICCIUTTI, Individually,

Plaintiffs,

-against-

THE CITY OF NEW YORK, CENTRAL PARK CONSERVANCY, INC., THE WILDLIFE  
CONSERVATION SOCIETY and BEUCLER TREE EXPERTS, LLC,

Defendants.

**SUMMONS AND VERIFIED COMPLAINT**

**LOZNER & MASTROPIETRO**

Attorneys for

Plaintiffs

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Pursuant to 22 NYCRR 130.1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: ..... Signature .....

Print Signer's Name.....

Service of a copy of the within ..... is hereby admitted.

Dated:

Attorney(s) for

**PLEASE TAKE NOTICE**

Check Applicable Box

NOTICE OF  
ENTRY

that the within is a (certified) true copy of a  
entered in the office of the clerk of the within-named Court on

20

NOTICE OF  
SETTLEMENT

that an Order of which the within is a true copy will be presented for settlement to the  
Hon. \_\_\_\_\_, one of the judges of the within-named Court,

at \_\_\_\_\_ M. \_\_\_\_\_ 20 \_\_\_\_\_, at \_\_\_\_\_ M.

Dated:

Plaintiffs  
**LOZNER & MASTROPIETRO**