

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

NORTHWELL HEALTH, INC.,

Plaintiff,

-against-

QUANTAISE SHARPTON,

Defendant.

Index No.:

**SUMMONS**

Plaintiff designates Nassau  
County as the place of trial.

The basis of venue is because  
Plaintiff's principal place of  
business is in Nassau County.

TO THE ABOVE NAMED DEFENDANT:

Quantaise Sharpton  
725 Stanley Avenue, Apt. 4A  
Brooklyn, NY 11207

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 Plaintiff's attorney 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 against you by default for the relief demanded in the Complaint.

Plaintiff designates Nassau County as the place of venue. Venue is properly based in this Court pursuant to CPLR §§ 503(a) and (c).

Dated: New York, New York  
April 28, 2023

MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Matthew F. Bruno

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**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Northwell Health, Inc. (“Plaintiff” or “Northwell”), by its attorneys Manatt, Phelps & Phillips, LLP, brings this Complaint against Defendant Quantaise Sharpton (“Defendant” or “Sharpton”) and hereby alleges as follows:

**PRELIMINARY ALLEGATIONS**

1. Sharpton worked in the morgue of one of Northwell’s member hospitals for approximately forty-five days before being terminated for posting graphic and disturbing photos and videos that she took in the morgue on her social media platforms. Not only did Sharpton not have permission to take these photos or videos—let alone post them on her social media platforms—but Sharpton’s actions are in blatant violation of her obligations to Northwell and constitute common-law torts.

2. Sharpton is a self-described social media influencer, who refers to herself as “#autopsybae” online and boasts of having approximately 20,000 followers on Instagram, from which she generates monthly revenue.<sup>1</sup> In an apparent effort to improve her presence on social media, Sharpton began posting graphic, macabre photos and videos from the morgue of Long Island Jewish Medical Center (“LIJMC”), the Northwell hospital where she worked. In one post,

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<sup>1</sup> The term “bae” is an affectionate term used to address one’s significant other or partner.

Sharpton confesses to being “obsessed with autopsies” and, in another, asks her thousands of followers “What are some things you guys would like to see?”

3. Protecting Northwell’s reputation as a place where patients and their families are treated with the dignity and respect they deserve is of the utmost importance to Northwell. To that end, Northwell has developed robust policies designed to prohibit the creating and posting of objectionable content by its employees on personal social media pages. Northwell has also adopted policies to protect its confidential and proprietary information. Sharpton’s abhorrent actions are in direct violation of these policies.

4. Sharpton completed trainings on these very policies as a condition of her employment. Despite this, within weeks of completing these trainings, Sharpton knowingly and intentionally acted in direct defiance of Northwell’s policies for her own personal gain.

5. Indeed, less than a month into her employment, in February 2023, Sharpton began posting unauthorized photos and videos from the LIJMC morgue on her social media platforms. Northwell terminated Sharpton’s employment once it learned of these actions on March 17, 2023. On that same day, LIJMC personnel directed Sharpton to delete the offending photos and videos from her social media page and cell phone before she left Northwell’s property, and observed her do so.

6. However, Northwell subsequently discovered that after Sharpton was terminated, she reposted graphic videos and photos she had taken at the LIJMC morgue. Apparently, and unknown to Northwell at the time, Sharpton maintains an archive of photos and videos taken from the LIJMC morgue, which she still has in her possession.

7. Northwell has already taken multiple steps to attempt to have these videos and photos deleted from Sharpton’s social media platforms. It left several messages with Sharpton

that have gone unanswered, and it contacted the social media platforms where these images are posted to try to have them taken down. To date, those actions have not been successful, and Sharpton has kept the offending images posted on her social media pages as of the date of this Complaint.

8. Accordingly, Northwell seeks the Court's intervention to order Sharpton to delete the videos and photographs from the LIJMC morgue from her social media platforms, and to ensure that Sharpton permanently deletes any videos and photographs she has in her possession from the LIJMC morgue, so she will not attempt to repost them at a later date.

### **THE PARTIES, JURISDICTION, AND VENUE**

9. Plaintiff Northwell Health, Inc. is a not-for-profit corporation organized under New York and with its principal place of business located at 2000 Marcus Avenue, New Hyde Park, NY 11042.

10. Sharpton is a former Northwell employee, who, upon information and belief, resides at 725 Stanley Avenue, Apt. 4A, Brooklyn, NY 11207.

11. Jurisdiction is proper in this Court pursuant to Section 301 of the New York Civil Practice Law and Rules ("CPLR") because Sharpton is a New York resident and committed the tortious acts complained of in the State of New York.

12. Venue in Nassau County is proper pursuant to CPLR §§ 503(a) and (c) because it is the location of Northwell's principal place of business.

### **FACTUAL BACKGROUND**

#### **A. Sharpton is Hired by Northwell as a Morgue Attendant and Receives Extensive Training on Northwell's Policies**

13. On or around December 30, 2022, Northwell hired Sharpton as a morgue attendant at LIJMC. Sharpton's official start date was January 30, 2023.

14. As a morgue attendant, Sharpton's responsibilities included receiving and releasing bodies of the deceased, transporting bodies through the morgue, and cleaning and organizing the autopsy suite. Morgue attendants do not perform autopsies.

15. Before beginning her employment, and to ensure the welfare, safety, privacy, and security of Northwell and its patients, Sharpton (like all new employees hired for her type of position) had to complete mandatory compliance training courses, including trainings on the proper use of Northwell resources, infection prevention, patient safety, workforce safety, privacy, maintaining Northwell's reputation in the community and intellectual property ownership, and other general compliance topics.

16. As part of her onboarding with Northwell, on or about January 1, 2023, Sharpton agreed to Northwell's "Confidentiality Agreement and Acknowledgement Regarding Use of Computers, E-Mail and the Internet" (the "Confidentiality Agreement"), which sets forth, *inter alia*, Northwell's policies and procedures regarding computer use, e-mail, and the internet.

17. By executing this agreement, Sharpton acknowledged the following:

I further understand that the Internet is a public facility and **utmost care is needed in all electronic communications to protect the integrity of Northwell's Computer Network, the confidentiality of data concerning Northwell patients and staff, and other information that is proprietary to Northwell, as well as the reputation of Northwell and its mission. I can be held accountable for any damage to Northwell that may result from my inappropriate behavior on the Internet or the Northwell internal Computer Network.**

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**I further agree that upon dissolution of my relationship with Northwell I will not copy, print, remove, retain, disseminate, or otherwise use for any purpose, any confidential information** including, but not limited to, PHI [Protected Health Information], personally identifiable information (PII) and intellectual property (IP). In addition, I understand that if I engage in conduct which violates any of my obligations or promises under this Agreement, Northwell may request that I be criminally prosecuted under applicable federal and/or state law and, further, may seek to recover monetary damages for any harm that my conduct may have caused.

18. Northwell maintains policies that prohibit recordings from being taken on the hospital's premises for non-treatment purposes without first receiving express authorization (the "Audiovisual Policy"). Northwell also maintains a separate policy, entitled "Social Media Acceptable Use," that addresses the personal use of social media on the premises (the "Social Media Policy"). The Social Media Policy states, in pertinent part:

- **A user should not use Northwell Health resources to create or post content to social media sites unless doing so is part of their job function and has been specifically approved by their manager in advance. Personal use of social media should be limited and reserved for non-work time and carried out without the use of the organization's resources,** including but not limited to, Northwell Health work computers, phones, email, or internet.
- Any user found to use social media to either express views contrary to the values of Northwell Health on social media related to diversity and inclusion, make statements that are insensitive, offensive or discriminatory against an individual or group based on a protected category, or otherwise use social media in a manner causing the potential for reputational harm to Northwell may be subject to disciplinary action.

19. In addition, Northwell has an established policy protecting its intellectual property (the "Intellectual Property Policy"), which provides that:

Northwell Health shall and does own all rights, title and interests in and to all Inventions and other Intellectual Property conceived, generated, developed or reduced to practice by any Covered Person(s) (i) within the scope of their employment, appointment, engagement or work at, or affiliation with the Health System, [and/or] (ii) outside the scope of their employment, appointment, engagement or work at, or affiliation with, the Health System, but with any use of Health System Resources. . . .

20. Under this policy, photos and videos taken by employees on Northwell's premises are deemed Northwell's intellectual property.

21. As part of her new-employee orientation, Sharpton received training on these policies and attested that she would adhere to and comply with them.

22. As a new member of Northwell's Histology Laboratory Department (the

“Department”), Sharpton also received training and orientation relating to the Department’s policies and procedures. These include the General Laboratory Safety Standards, which state in pertinent part that:

**Using personal electronic devices such as cellphones, mp3 players, and other electronics is prohibited in the laboratory.** These devices can potentially become contaminated and become vectors for infectious and blood borne disease transmission.

23. Upon completion of orientation, Sharpton also agreed to adhere to Northwell’s Safety and Environment of Care Program, which includes “adher[ing] to established protocols related to safety & environment of care.”

**B. Northwell Discovers Unauthorized Photos and Video Recordings Taken in the Morgue Posted On Sharpton’s Social Media Platforms**

24. On or about March 17, 2023, a Northwell employee reported to a supervisor at the LIJMC morgue that Sharpton was posting videos of autopsies performed at the LIJMC morgue on her personal Instagram and TikTok accounts.

25. Upon information and belief, Sharpton’s Instagram and TikTok accounts have approximately 20,000 and 900 followers, respectively.

26. On Instagram, Sharpton posted a video of herself in the LIJMC morgue with the caption “obsessed with autopsies.” In another, Sharpton posted a video of a potentially cancerous specimen from a uterus and asked, “What are some things you guys would like to see?”

27. Posts on Sharpton’s Instagram and TikTok accounts depict graphic photos and videos from the LIJMC morgue, including a late stillbirth, internal organs and amputated body parts at times, with music added to some of these videos.

28. Sharpton made these posts without Northwell’s knowledge or authorization.

29. These posts violate Northwell’s policies and procedures, including, but not limited



to, the Confidentiality Agreement, the Audiovisual, Intellectual Property, and Social Media Policies, and the General Laboratory Safety Standards.

**C. Sharpton is Fired by Northwell for Violating Northwell's Policies**

30. Northwell immediately confronted Sharpton when it learned of the photos and videos that she had recorded on her personal device and posted on her social media pages.

31. Sharpton explained that she is a social media influencer and that she receives monthly revenue based on her posts, and that she viewed her morgue and autopsy photos and videos as social media "content."

32. Sharpton expressed no remorse or regret for her conduct.

33. After this meeting, Sharpton agreed to delete the posts from the LIJMC morgue from her social media platforms and personal cell phone device, which she did in front of her supervisors.

34. Sharpton assured her supervisors that these photos and videos were deleted from her social media accounts and personal cell phone device, and that they could not be republished.

35. On that same day, March 17, 2023, Northwell terminated Sharpton's employment, based upon her violation of Northwell's policies.

**D. Sharpton Continues to Post Unauthorized Photos and Videos on Her Social Media Platforms**

36. Apparently, and unknown to Northwell at the time of Sharpton's termination, Sharpton maintains an archive of videos and photos taken during her employment at the LIJMC morgue. Since her termination, Sharpton has reposted the offending images and videos that she deleted at Northwell's direction. Sharpton has also posted additional videos from her employment at the LIJMC morgue, including one posted approximately two weeks after her termination.

**E. Northwell Takes Affirmative Steps to Have the Unauthorized Photos and Videos Deleted from Sharpton's Social Media Platforms to No Avail**

37. Upon discovering Sharpton's post-termination posting of photos and videos from the LIJMC morgue on her social media pages, a member of Northwell's security team attempted, on several occasions, to contact Sharpton regarding these posts. Sharpton did not return any of these messages.

38. After Northwell's efforts to contact Sharpton proved unsuccessful, Northwell submitted "takedown requests" with Instagram and TikTok requesting the deletion of the unauthorized photos and videos. To date, these requests have not resulted in the photos or videos being deleted from those sites.

39. As of this filing, unauthorized photos and videos that Sharpton took at the LIJMC morgue remain on Sharpton's social media platforms.

**FIRST CAUSE OF ACTION**  
**(Breach of Duty of Loyalty)**

40. Northwell repeats and realleges each allegation contained in paragraphs 1 through 39 as if fully set forth herein.

41. As a morgue attendant of Northwell, Sharpton owed a fiduciary duty of care and loyalty to Northwell, which required her to exercise the utmost good faith and loyalty in the performance of her duties and prohibited her from acting in a manner inconsistent with the trust placed in her.

42. Sharpton breached her fiduciary duty of loyalty and care by, among other things, (i) taking unauthorized photographs and videos while working in the LIJMC morgue; (ii) posting photographs and videos from the LIJMC morgue on her social media platforms; and (iii) refusing

to destroy any and all photographs and videos from the LIJMC morgue that she has in her possession.

43. Sharpton's improper conduct began prior to her termination by Northwell.

44. Sharpton, as Northwell's employee, owed a duty of undivided loyalty to Northwell and breached her common-law duty not to take actions adverse to Northwell's interests while employed.

45. Unless enjoined, Northwell will continue to suffer irreparable harm to its reputation as a result of Sharpton's breach of her duty of loyalty and care.

**SECOND CAUSE OF ACTION**  
**(Promissory Estoppel)**

46. Northwell repeats and realleges each allegation contained in paragraphs 1 through 45 as if fully set forth herein.

47. Sharpton unambiguously promised and represented to Northwell that she would comply with and abide by Northwell's policies, including, but not limited to, the Confidentiality Agreement and the Audiovisual, Intellectual Property, and Social Media Policies.

48. In reasonable reliance upon Sharpton's promises and representations, Northwell granted Sharpton access to the LIJMC morgue.

49. When Sharpton made her unambiguous promises and representations, she intended and expected that Northwell would reasonably rely upon them.

50. Sharpton breached her promises to Northwell by, among other things, (i) taking unauthorized photographs and videos while working in the LIJMC morgue; (ii) posting unauthorized photographs and videos from the LIJMC morgue on her social media platforms; and (iii) refusing to destroy any and all photographs and videos from the LIJMC morgue that she has in her possession.

51. Unless enjoined, Northwell will continue to suffer irreparable harm to its business and reputation as a result of Sharpton's false promises and misrepresentations.

**THIRD CAUSE OF ACTION**  
**(Trespass)**

52. Northwell repeats and realleges each allegation contained in paragraphs 1 through 51 as if fully set forth herein.

53. At all relevant times herein, Northwell had a right of possession to the LIJMC morgue.

54. Sharpton's license to enter and remain in the LIJMC morgue was restricted to the performance of her duties as a morgue attendant.

55. Sharpton did not have permission or authority to enter or remain in the LIJMC morgue for purposes of taking photos and videos in the morgue, including autopsies performed therein.

56. Sharpton was able to photograph and record offensive and graphic images in the LIJMC morgue only because she remained in the morgue beyond the scope of her limited license.

57. Sharpton's actions in remaining in the LIJMC morgue to improperly and wrongfully record offensive and graphic images and to publish these offensive and graphic images on her Instagram and TikTok accounts, where it could be viewed by thousands of followers, was intentional and malicious.

58. Unless enjoined, Northwell will continue to suffer irreparable harm to its business and reputation as a result of Sharpton's trespass.

**PRAYER FOR RELIEF**

WHEREFORE, Northwell prays for judgment in its favor and against Sharpton as follows:

a) For preliminary and permanent injunctive relief: (1) enjoining Sharpton from

posting, sharing, and otherwise using any photos and/or videos taken in LIJMC's morgue; and (2) ordering Sharpton to permanently delete all such videos and photos in her possession and on her social media accounts;

- b) For compensatory damages in an amount to be determined at trial;
- c) For pre-and-post judgment interest as permitted by law;
- d) Awarding Northwell such other and further relief as the Court deems just and proper.

Dated: New York, New York  
April 28, 2023

MANATT, PHELPS & PHILLIPS, LLP

By: /s/ Matthew F. Bruno

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