

Multiple Homicides On The Premises: Court Rules Hospital Is Not Liable To Victims' Families.

A deranged individual came to the hospital armed with two concealed handguns three separate times on the same day. Each time he went up to the floor where the ICU is located.

It came to light afterward that he was extremely dissatisfied with the treatment his mother had received at the hospital. His specific target was the physician who had provided his mother's care.

On his third trip to the hospital that day he was approached by an ICU nurse in the ICU corridor. The nurse asked him if he needed any assistance. He said he did not. The nurse did nothing further.

Shortly after speaking with the nurse the perpetrator spotted the physician he was looking for entering an ICU room. He confronted the physician and asked him if he remembered him and his mother. Then he shot the physician twice at close range. The physician died in surgery.

Two visitors who were together heard the shots. One of the two men confronted the perpetrator and was fatally shot. The perpetrator then struck the other visitor on the head with the butt of the gun as the visitor was trying to perform CPR on his life partner who had just been shot.

Then in the parking lot the perpetrator fatally shot the person who just happened to be in the car parked next to his.

An owner of premises open to the public is not automatically liable for everything that happens on the premises.

The owner generally is not liable to the victim of a criminal act committed on the premises by an outside party unless the specific criminal act was reasonably foreseeable.

If the owner has reason to foresee that a violent act will be committed on the premises by an outside party, the owner has a duty to exercise ordinary care to guard persons whom the owner allows to use the premises against harm from the outside party.

Without a reason to foresee that a violent criminal act will occur on the premises, no legal duty arises for the owner to exercise care to prevent it.

COURT OF APPEALS OF GEORGIA
March 24, 2015

The surviving victim and the families of the deceased victims filed lawsuits.

The Court of Appeals of Georgia ruled that the hospital and the outside vendor that provided security-guard services at the hospital were not liable for payment of damages for what happened.

Foreseeability of Harm Is the Key To Legal Liability

The Court ruled the evidence was inconclusive that the hospital had any reasonable basis to anticipate an incident like this could or would occur on its premises.

The surviving victim testified the perpetrator's presence and demeanor raised a "red flag" with him and his partner. However, according to the Court, even if they had a reason to be suspicious, their suspicion was never relayed to any hospital staff or to the security guard making his routine rounds in the parking lot at the time.

No Prior Violent Incidents At This or Another Local Hospital

The families' and the survivor's lawyers obtained copies of every police incident report for the hospital's neighborhood going back five years. There were a number of violent incidents and two armed robberies of businesses.

However, the police reports revealed no history of a prior violent episode at this hospital or at the other hospital located in the same part of town. In the Court's judgment, there was no reason for the hospital to anticipate that an incident like this was likely to occur on its premises. **Medical Center v. Cavender, __ S.E. 2d __, 2015 WL 1303038 (Ga. App., March 24, 2015).**

LEGAL EAGLE EYE NEWSLETTER
For the Nursing Profession
ISSN 1085-4924

© 2015/2018 Legal Eagle Eye Newsletter

Published monthly, twelve times per year.

Print edition mailed First Class Mail
at Seattle, WA.

Electronic edition distributed by email file
attachment to our subscribers.

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