


<b>CIVIL ACTION COVER SHEET</b>	DOCKET NUMBER <b>21-1549F</b>	<b>Trial Court of Massachusetts The Superior Court</b>	
		COUNTY	

<b>Plaintiff</b> Tricia Johnson	<b>Defendant:</b> Tanaz R. Ferzandi, M.D.
<b>ADDRESS:</b> 43 Farrar Avenue Hyde Park, MA 02136	<b>ADDRESS:</b> c/o USC Keck School of Medicine 2020 Zonal Avenue, IRD 220 Los Angeles, CA 90033
<b>Plaintiff Attorney:</b>	<b>Defendant:</b> Carolyn M. Payne, M.D.
<b>ADDRESS:</b> Eric J. Kozol, Esq., Kozol Law Offices, P.C. 6 Beacon Street, Suite 400 Boston, MA 02108 BBO: 631864	<b>ADDRESS:</b> c/o Springfield Medical Center / Virginia Hospital Center, Kaiser Permanente 6501 Loisdale Court Springfield, VA 22105
<b>Plaintiff Attorney:</b>	<b>Defendant:</b> Erika M. Wallace, M.D.
<b>ADDRESS:</b>	<b>ADDRESS:</b> c/o Tufts Medical Center 800 Washington Street Boston, MA 02111 BBO:
<b>Plaintiff Attorney:</b>	<b>Defendant:</b> Tufts Medical Center a/k/a Tufts Shared Services, Inc. and also d/b/a Tufts Medical Center, Inc. and Tufts Medical Center Parent, Inc.
<b>ADDRESS:</b>	<b>ADDRESS:</b> 800 Washington Street Boston, MA 02111 BBO:

**TYPE OF ACTION AND TRACK DESIGNATION (see instructions section below)**

<b>CODE NO.</b> B06	<b>TYPE OF ACTION (specify)</b> Malpractice - Medical	<b>TRACK</b> A	<b>HAS A JURY CLAIM BEEN MADE?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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**\*If "Other" please describe:**

<b>Is there a claim under G.L. c. 93A?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<b>Is there a class action under Mass. R. Civ. P. 23?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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**STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A**

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages only.

**TORT CLAIMS**

A. Documented medical expenses to date

1. Total hospital expenses	_____
2. Total doctor expenses	_____
3. Total chiropractic expenses	\$0.00
4. Total physical therapy expenses	_____
5. Total other expenses (describe below)	\$50,000.00

The amount of each category of plaintiff's medical expenses has not been determined but it is believed that her total medical expenses for hospital, doctor, physical therapy and other expenses is in excess of \$50,000.00.

Subtotal (1-5): **\$50,000.00**

B. Documented lost wages and compensation to date \_\_\_\_\_

C. Documented property damages to date \$0.00

D. Reasonably anticipated future medical and hospital expenses \_\_\_\_\_

E. Reasonably anticipated lost wages \_\_\_\_\_

F. Other documented items of damages (describe below) \$50,000.00

The amount of plaintiff's lost wages to date and anticipated lost wages, and the amount of reasonably anticipated future medical and hospital expenses, has not been determined but is believed that it is reasonably in excess of \$50,000.

TOTAL (A-F): **\$100,000.00**

G. Briefly describe plaintiff's injury, including the nature and extent of injury:

As a result of Def.s' erroneously leaving a foreign object inside the PI. during surgery, the PI. underwent a 2nd surgery to remove it, and both between the surgeries and since, the PI. has experienced substantial pain and suffering and emotional trauma.

**CONTRACT CLAIMS**

This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).

Item #	Detailed Description of Each Claim	Amount
1.		
	Total	

Signature of Attorney/Unrepresented Plaintiff: X

*Eric J. Kozol*

Date: 07/08/2021

**RELATED ACTIONS:** Please provide the case number, case name, and county of any related actions pending in the Superior Court.

**CERTIFICATION PURSUANT TO SJC RULE 1:18**

I hereby certify that I have complied with requirements of Rule 5 of the Supreme Judicial Court Uniform Rules on Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.

Signature of Attorney/Unrepresented Plaintiff: X

*Eric J. Kozol*

Date: 07/08/2021

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

SUFFOLK SUPERIOR COURT  
CIVIL ACTION NO.

\_\_\_\_\_  
TRICIA JOHNSON,

Plaintiff,

v.

TANAZ R. FERZANDI, M.D.,  
CAROLYN M. PAYNE, M.D.,  
ERIKA R. WALLACE, M.D., and  
TUFTS MEDICAL CENTER a/k/a  
TUFTS SHARED SERVICES, INC. and  
also d/b/a TUFTS MEDICAL CENTER, INC. and  
TUFTS MEDICAL CENTER PARENT, INC.

\_\_\_\_\_  
Defendants.

E-FILED 7/8/2021

PO

COMPLAINT

PARTIES

1. The plaintiff Tricia Johnson (“Ms. Johnson”) is an individual who presently resides in Boston, Suffolk County, Massachusetts.

2. The Defendant Tufts Medical Center a/k/a Tufts Shared Services, Inc. and also d/b/a Tufts Medical Center, Inc. and Tufts Medical Center Parent, Inc. (collectively, “Tufts Medical Center”) is a Massachusetts Corporation with a principal place of business at 800 Washington Street, Boston, Massachusetts.

3. The defendant Tanaz R. Ferzandi, M.D. (“Dr. Ferzandi”) is a physician duly licensed to practice medicine in the Commonwealth of Massachusetts, at all times relevant to the claims in the instant action, was an agent, servant and/or employee of the defendant Tufts

Medical Center where she practiced medicine, and, upon information and belief, presently has a usual place of business at USC Keck School of Medicine, Los Angeles, California.

4. The defendant Carolyn M. Payne, M.D. (“Dr. Payne”) is a physician duly licensed to practice medicine who, at all times relevant to the claims in the instant action, held herself out as a physician duly licensed to practice medicine in the Commonwealth of Massachusetts, was an agent, servant and/or employee of the defendant Tufts Medical Center where she practiced medicine, and, upon information and belief, presently has a usual place of business at Springfield Medical Center / Virginia Hospital Center, Kaiser Permanente, Springfield, Virginia.

5. The defendant Erika R. Wallace, M.D. (“Dr. Wallace”) is a physician that, at all times relevant to the claims in the instant action, held herself out as duly licensed to practice medicine in the Commonwealth of Massachusetts and was an agent, servant and/or employee of the defendant Tufts Medical Center, and, upon information and belief, presently has a usual place of business at Tufts Medical Center, Boston, Massachusetts.

#### FACTS

6. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 5 above.

7. At all times relevant to the claims in the instant action, Dr. Ferzandi and Tufts Medical Center held themselves out as skilled in the medical care and treatment of gynecological and urogynecological medical problems and conditions and surgical procedures related thereto, and Dr. Payne and Dr. Wallace held themselves out as skilled in the medical care and treatment of gynecological and urogynecological problems and to assist in surgical procedures related thereto. [Collectively, Tufts Medical Center, Dr. Ferzandi, Dr. Payne and Dr. Wallace shall hereinafter be referred to as “defendants”].

8. On or about July 11, 2018, and other dates thereafter, the defendants, undertook to care for and treat Ms. Johnson, including, *inter alia*, performing the following surgical procedures on Ms. Johnson on July 11, 2018: a laparoscopic hysterectomy, bilateral salpingectomy, right oophorectomy, removal of Insterstim device and Mirena IUD, and cystoscopy with Intradetrusor Botox injections (collectively, the “7/11/2018 Surgery”). In so doing, the defendants owed to Ms. Johnson the duty of exercising the due care, skill and training as is possessed by average qualified members of the medical profession practicing in the defendants’ area(s) of specialization in which they undertook the care and treatment of Ms. Johnson.

9. On or about July 11, 2018, and other dates thereafter, the defendants so negligently and carelessly treated Ms. Johnson so as to cause her serious and continuing bodily injuries and emotional harm, including, *inter alia*, by the erroneous leaving of a foreign object, to wit an Asepto Bulb (the “Retained Foreign Object”), inside Ms. Johnson during the 7/11/2018 Surgery.

10. Upon Ms. Johnson presenting to Tufts Medical Center on July 21, 2018 with severe symptoms that included gross hematuria, vaginal bleeding, acute left sided abdominal pain, abdominal tenderness and guarding, nausea, dizziness and chills, the Retained Foreign Object was discovered on July 22, 2018 necessitating further surgery on that date to remove the Retained Foreign Object (the “7/22/2018 Surgery”) from inside Ms. Johnson.

11. Thereafter, in accordance with Massachusetts General Law Chapter 111, Section 51H, Tufts Medical Center reported the leaving of the Retained Foreign Object in Ms. Johnson during the 7/11/2018 Surgery to the Massachusetts Department of Public Health as a “Serious Reportable Event” defined as “an event that results in a serious adverse patient outcome that is

clearly identifiable and measurable, reasonably preventable, and that meets other criteria established by the department in regulations.” G.L. c. 111, §51H(a).

12. Following the 7/22/2018 Surgery, in follow-up treatments of Ms. Johnson by Dr. Ferzandi, Dr. Payne and Tufts Medical Center, they failed to recognize, diagnose and treat the problems, damage and trauma caused to Ms. Johnson by the Retained Foreign Object being left inside of Ms. Johnson during the 7/11/2018 Surgery and through the 7/22/2018 Surgery. To the contrary, in follow-up treatments of Ms. Johnson after the 7/22/2018 Surgery, Dr. Ferzandi first ignored, and then attempted to legitimize, the error of the Retained Foreign Object being left inside of Ms. Johnson during the 7/11/2018 Surgery and through the 7/22/2018 Surgery, and Dr. Ferzandi failed to investigate, ignored, and minimized the problems, damage and trauma caused to Ms. Johnson thereby.

13. As a result of the defendants’ negligence and carelessness, Ms. Johnson was caused, and continues, to suffer substantial personal bodily injuries and emotional harm, substantial loss of a bodily function or functions, expenses for her medical, surgical, rehabilitative and hospital care, lost earnings and loss of earning capacity, pain and suffering, loss of companionship and embarrassment.

COUNT I  
NEGLIGENCE  
(as to Tanaz R. Ferzandi, M.D.)

14. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 13 above.

15. By the above stated acts, representations and failures to act, Dr. Ferzandi breached the standard of care in her treatment and care of Ms. Johnson.

16. As a result of Dr. Ferzandi's negligence, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT II  
BREACH OF WARRANTIES  
(as to Tanaz R. Ferzandi, M.D.)

17. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 16 above.

18. By the above state acts, representations and failures to act, Dr. Ferzandi has breached express and implied warranties she made to Ms. Johnson that she would treat and care for Ms. Johnson in accordance with the standard of care for average qualified members of the medical profession practicing in her area(s) of specialization in which she undertook the care and treatment of Ms. Johnson.

19. As a result of Dr. Ferzandi's breach of warranties, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT III  
NEGLIGENCE  
(as to Carolyn M. Payne, M.D.)

20. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 19 above.

21. By the above stated acts, representations and failures to act, Dr. Payne breached the standard of care in her treatment and care of Ms. Johnson.

22. As a result of Dr. Payne's negligence, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT IV  
BREACH OF WARRANTIES  
(as to Carolyn M. Payne, M.D.)

23. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 22 above.

24. By the above state acts, representations and failures to act, Dr. Payne has breached express and implied warranties she made to Ms. Johnson that she would treat and care for Ms. Johnson in accordance with the standard of care for average qualified members of the medical profession practicing in her area(s) of specialization in which she undertook the care and treatment of Ms. Johnson.

25. As a result of Dr. Payne's breach of warranties, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT V  
NEGLIGENCE  
(as to Erika M. Wallace, M.D.)

26. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 25 above.

27. By the above stated acts, representations and failures to act, Dr. Wallace breached the standard of care in her treatment and care of Ms. Johnson.

28. As a result of Dr. Wallace's negligence, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT VI  
BREACH OF WARRANTIES  
(as to Erika M. Wallace, M.D.)

29. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 28 above.



30. By the above state acts, representations and failures to act, Dr. Wallace has breached express and implied warranties she made to Ms. Johnson that she would treat and care for Ms. Johnson in accordance with the standard of care for average qualified members of the medical profession practicing in her area(s) of specialization in which she undertook the care and treatment of Ms. Johnson.

31. As a result of Dr. Wallace's breach of warranties, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT VII  
NEGLIGENCE  
(as to Tufts Medical Center)

32. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 31 above.

33. By the above stated acts, representations and failures to act, Tufts Medical Center, by and through its agents, servants and/or employees, breached the standard of care in its treatment and care of Ms. Johnson.

34. As a result of Tufts Medical Center's negligence, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

COUNT VIII  
BREACH OF WARRANTIES  
(as to Tufts Medical Center)

35. Ms. Johnson realleges and incorporates by reference herein each of the allegations set forth in paragraphs 1 - 34 above.

36. By the above state acts, representations and failures to act, Tufts Medical Center, by and through its agents, servants and/or employees, has breached express and implied warranties it made to Ms. Johnson that it would treat and care for Ms. Johnson in accordance

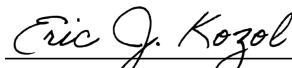
with the standard of care for average qualified members of the medical profession practicing in the area(s) of specialization in which it undertook the care and treatment of Ms. Johnson.

37. As a result of Tufts Medical Center's breach of warranties, Ms. Johnson has incurred substantial damages and is, therefore, entitled to compensation.

WHEREFORE, the plaintiff Ms. Johnson respectfully requests that the Court enter judgment for her and against the defendants on all Counts, award her damages thereon plus interest and costs, and award such other and further relief as the Court deems fair and just.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

TRICIA JOHNSON  
By her attorney,



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Date: July 8, 2021.