

**VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF CHESAPEAKE**

**DAYNA CHEZEM,**

**Plaintiff,**

**v.**

**Civil Action No. \_\_\_\_\_**

**JAVAID PERWAIZ, M.D.,**

**TRIAL BY JURY DEMANDED**

**JAVAID A. PERWAIZ, M.D., P.C.,**

**And**

**CHESAPEAKE HOSPITAL AUTHORITY  
d/b/a CHESAPEAKE REGIONAL MEDICAL CENTER,**

**Defendants.**

**COMPLAINT**

COMES NOW, the Plaintiff, DAYNA CHEZEM, by counsel, and demands judgment against the Defendants, JAVAID PERWAIZ, M.D., JAVAID A. PERWAIZ, M.D., P.C., and CHESAPEAKE HOSPITAL AUTHORITY d/b/a CHESAPEAKE REGIONAL MEDICAL CENTER jointly and severally, in the amount of TEN MILLION DOLLARS (\$10,000,000.00) and states as follows:

**JURISDICTION, VENUE, AND PARTIES**

1. This Court has personal jurisdiction over the Defendants pursuant to at least, but not limited to, Va. Code Ann. § 8.01-328.1(1)-(3).
2. Venue is proper in this Court pursuant to at least, but not limited to, Va. Code Ann. § 8.01-262(1).
3. Plaintiff Dayna Chezem ("Chezem") is a resident of the Commonwealth of Virginia.

4. Defendant Javaid Perwaiz, M.D. ("Dr. Perwaiz") is a medical doctor who, at all pertinent times, was licensed to practice medicine in the Commonwealth of Virginia and was a "healthcare provider" within the meaning of Va. Code Ann. § 8.01-581.1.

5. Defendant Javaid A. Perwaiz, M.D., P.C. ("Perwaiz P.C.") is a Virginia corporation and at all pertinent times, was a "healthcare provider" within the meaning of Va. Code Ann. § 8.01-581.1.

6. Defendant Chesapeake Hospital Authority d/b/a Chesapeake Regional Medical Center ("Chesapeake Regional") is an authority created by Virginia statute and at all pertinent times, was a "healthcare provider" within the meaning of Va. Code Ann. § 8.01-581.1.

7. To the extent required given the nature of Chezem's claim in this case, Chezem certifies compliance with Va. Code § 8.01-20.1 as to each Defendant named and served herein.

**FACTS**

8. Dr. Perwaiz attended medical school at the University of the Punjab in Pakistan, graduating in 1973, and completed an internship at West Virginia University's campus in Charleston, W.V. in 1980.

9. Dr. Perwaiz has practiced medicine in the Chesapeake area for over thirty years.

10. On or about October 24, 1983, Dr. Perwaiz lost hospital privileges at Maryview Hospital, Portsmouth, VA due to poor clinical judgment, performing unnecessary surgeries, lack of documentation, and discrepancies in recordkeeping.

11. The Virginia Department of Health and Regulatory Board, then the Virginia licensing authority for physicians, investigated Dr. Perwaiz for performing surgeries,

predominantly hysterectomies, without appropriate medical indications and contrary to sound medical judgment.

12. On or about August 15, 1984, the Virginia Department of Health and Regulatory Board censured Dr. Perwaiz.

13. On or about October 11, 1984, Dr. Perwaiz was presented with a written list of conditions and restrictions in response to his pending re-application for Medical Staff Membership at Maryview Hospital.

14. Rather than accept the conditions and restrictions from Maryview Hospital, Dr. Perwaiz withdrew his application.

15. In 1996, Dr. Perwaiz pled guilty to two counts of tax evasion.

16. As a result of his felony tax convictions, Dr. Perwaiz's medical license was suspended from on or about April 29, 1996 to on or about July 12, 1996 at which point his medical license was reinstated and placed on indefinite stayed suspension with stipulated terms and conditions.

17. Certain health care benefit programs including Priority Healthcare, Blue Cross & Blue Shield, CHAMPUS, Aetna, Cigna, Virginia Health Network suspended or terminated Dr. Perwaiz's ability to participate in their insurance plans due to his convictions and license suspension.

18. Defendant Chesapeake Regional suspended Dr. Perwaiz's clinical privileges on or about May 6, 1996 and reinstated his privileges on or about August 15, 1996.

19. Before granting and renewing his privileges, Defendant Chesapeake Regional was aware that Dr. Perwaiz had lost hospital privileges at Maryview Hospital due to poor clinical judgment and for performing unnecessary surgeries.

20. Defendant Chesapeake Regional knew or should have known that Dr. Perwaiz was previously investigated and censured by the Virginia Board of Medicine when it granted and renewed his privileges.

21. Defendant Chesapeake Regional knew or should have known that Dr. Perwaiz pled guilty of two counts of tax evasion and that his medical license was temporarily revoked when it granted and renewed his privileges.

22. Dr. Perwaiz has been the defendant in multiple malpractice lawsuits in which plaintiffs alleged he falsified patient records to justify a medical procedure, failed to use less invasive techniques, performed as many as 30 surgeries in one day, and provided substandard care that resulted in irreparable permanent injuries to three patients and life-threatening injuries to another two patients.

23. Defendant Chesapeake Regional knew or should have known that Dr. Perwaiz was the defendant in multiple malpractice lawsuits when it granted and renewed his privileges.

24. Many patients have returned to Dr. Perwaiz for post-operative appointments following surgery now knowing what surgery(ies) had been performed on them. In some instances, Dr. Perwaiz even used the "C-word" (cancer) to scare patients into having surgery when it was otherwise unnecessary.

25. On November 12, 2020 Dr. Perwaiz was found guilty by a federal jury on 52 counts related to a scheme in which he billed private and governmental insurers millions of dollars for surgeries and procedures which were not medically necessary for his patients. *See United States v. Perwaiz*, Case 2:19-cr-00189-RBS-DEM (E.D. Va.), Doc. 21 (Dec. 5, 2019).

26. Perwaiz has yet to be sentenced but faces a maximum penalty of 465 years in prison for these convictions.

27. Chezem first presented to Dr. Perwaiz's office in 2013. She visited his office because she was suffering from abdominal cramps.

28. During her first visit to Dr. Perwaiz office, Chezem underwent a physical examination. After the examination Dr. Perwaiz told Chezem that she needed to have her ovaries removed.

29. Based upon Dr. Perwaiz's recommendation, Chezem agreed to have an Oophorectomy.

30. Chezem then presented to Chesapeake Regional on August 17, 2013 for surgery.

31. On this date Chezem consented to, and was expecting to, have her ovaries removed.

32. Instead, on this date, Dr. Perwaiz performed a total vaginal hysterectomy, and did not remove either of Chezem's ovaries. Prior to surgery Chezem did not give consent to undergo a total hysterectomy. Moreover, Chezem did not desire to have a hysterectomy.

33. Following her surgery, on August 17, 2013, Dr. Perwaiz informed Chezem that he had performed a total hysterectomy and removed one of her ovaries.

34. Chezem's hysterectomy on August 17, 2013, conducted by Dr. Perwaiz, was not consented to, was unnecessary, and unwarranted. Chezem, after her surgery, was told by Dr. Perwaiz that the hysterectomy was medically necessary, which was false.

35. To justify the hysterectomy, Dr. Perwaiz reported in Chezem's medical records that she complained of increasing pelvic and back pain and she requested the

removal of her uterus. All of this is untrue. Chezem never made any such complaints about pain in her back and pelvic area. Further, Chezem did not request for her uterus to be removed.

36. To support his claim for payment to the health care benefit program, Dr. Perwaiz documented the diagnostic reason for the hysterectomy was uterine prolapse. Upon information and belief Chezem was not suffering from a uterine prolapse at the time of surgery in 2013. Therefore, these records were falsely documented.

37. In late 2019, just before Dr. Perwaiz was criminally indicted, Chezem visited another OBGYN for a checkup.

38. During the checkup Chezem underwent a regular examination. After examination, Chezem's doctor informed her that she still had both of her ovaries and that she did not have a uterus.

39. This is contrary to what Dr. Perwaiz told Chezem following her surgery in 2013, which was that he removed her uterus and one of her ovaries.

**COUNT I**  
**NEGLIGENCE – MEDICAL MALPRACTICE – JAVAID PERWAIZ, M.D.**

40. All of the preceding and foregoing paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

41. At all pertinent times, Dr. Perwaiz held himself out to the general public and Chezem as a skilled and competent medical doctor specializing in the field of Obstetrics and Gynecology.

42. At all pertinent times, Dr. Perwaiz undertook to examine, diagnose, treat, attend, and care for Chezem.

43. At all pertinent times, Dr. Perwaiz owed Chezem the duty to possess that reasonable degree of learning and skill that is ordinarily possessed by doctors and

surgeons specializing in the field of Obstetrics and Gynecology, to use reasonable care and diligence in the exercise of his skills in the care and treatment of Chezem, and to render care and treatment to Chezem in accordance with the applicable standards of care.

44. Dr. Perwaiz is guilty of professional negligence and breaches of the applicable standard of care and contractual duties in the following non-exclusive particulars, as follows:

- a. failing to exercise reasonable care of a healthcare provider in their respective fields of specialty in the treatment of Chezem;
- b. failing to properly treat Chezem in accordance with the standard of care for physicians specializing in Obstetrics and Gynecology;
- c. failing to properly obtain Chezem's consent to undergo a hysterectomy;
- d. negligently falsifying Chezem's records to indicate Chezem was suffering from symptoms which she was not experiencing to justify performing surgery on Chezem;
- e. negligently performing a hysterectomy on Chezem;
- f. failing to act appropriately to avoid harm to Chezem;
- g. failing to provide an informed consent to surgery; and
- h. other breaches of the standard of care as revealed in discovery.

45. As a direct and proximate result of the above-described acts of negligence by Dr. Perwaiz, Chezem sustained severe, future and permanent injuries to her person, experienced and continues to experience pain and suffering, suffered deformity, humiliation, inconvenience, embarrassment, mental anguish, and other damages, including medical, hospital and doctors' bills in an attempt to be cured of her injuries and relieved of her pain, suffering and emotional distress.

**COUNT II**  
**NEGLIGENCE – MEDICAL MALPRACTICE – JAVAID A. PERWAIZ, M.D., P.C.**

46. All of the preceding and foregoing paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

47. At all pertinent times, Perwaiz, P.C. held itself out to the general public and Chezem as being a hospital and practice group that was equipped and qualified to provide Chezem with treatment and care and as being a practice group that employed skilled and competent physicians, interns, residents, nurses, and staff including, without limitation, Dr. Perwaiz and Nance to provide said treatment and care.

48. At all pertinent times, Dr. Perwaiz was the express and/or implied agent, servant, and/or employee of Perwaiz, P.C. and was acting within the scope of said agency and/or employment when the acts of negligence described in this Complaint were committed thereby imposing vicarious liability on Perwaiz, P.C. by reason of the doctrine of *respondeat superior*.

49. At all relevant times, Perwaiz, P.C. had the right and non-delegable duty to supervise and control the manner and method of the performance of the duties of its agents, servants, and employees, including, but not limited to, Dr. Perwaiz.

50. At all relevant times, Perwaiz, P.C. had the right and non-delegable duty to supervise and control the manner and methods of Dr. Perwaiz's treatment of patients that he brought to Perwaiz, P.C. for treatment where Perwaiz, P.C. provided critical medical and other support to Dr. Perwaiz which made these unnecessary and inappropriate surgeries possible.

51. At all relevant times, Perwaiz, P.C. had the right and non-delegable duty to act as a reasonable medical practice under the circumstances.



52. At all pertinent times, Perwaiz, P.C. owed Chezem the duty to provide her with physicians and medical staff who possess that reasonable degree of learning and skill that is ordinarily possessed by doctors and nurses specializing in their respective fields, to use reasonable care and diligence in the care and treatment of Chezem, and to render care and treatment to Chezem in accordance with the applicable standards of care.

53. Perwaiz, P.C., by and through its duly authorized agents, servants, and/or employees including, but not limited to, Dr. Perwaiz, is guilty of professional negligence and breaches of the applicable standard of care and contractual duties in the following non-exclusive particulars, as follows:

- a. failing to exercise reasonable care of a healthcare provider in their respective fields of specialty in the treatment of Chezem;
- b. failing to properly treat Chezem in accordance with the standard of care for physicians specializing in Obstetrics and Gynecology;
- c. failing to properly obtain Chezem's consent to undergo a hysterectomy;
- d. negligently falsifying Chezem's records to indicate Chezem was suffering from symptoms which she was not experiencing to justify performing surgery on Chezem;
- e. negligently performing a hysterectomy on Chezem;
- f. failing to act appropriately to avoid harm to Chezem;
- g. failing to provide an informed consent to surgery; and
- h. other breaches of the standard of care as revealed in discovery.

54. As a direct and proximate result of the above-described acts of negligence by Perwaiz, P.C. by and through its duly authorized agents, servants, and/or employees including, without limitation, Dr. Perwaiz, Chezem sustained severe, future and

permanent injuries to her person, experienced and continues to experience pain and suffering, suffered deformity, humiliation, inconvenience, embarrassment, mental anguish, and other damages, including medical, hospital and doctors' bills in an attempt to be cured of her injuries and relieved of her pain, suffering and emotional distress.

**COUNT III**  
**NEGLIGENCE – MEDICAL MALPRACTICE – CHESAPEAKE REGIONAL**

55. All of the preceding and foregoing paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

56. At all pertinent times, Chesapeake Regional held itself out to the general public and Chezem as being a hospital and practice group that was equipped and qualified to provide Chezem with treatment and care and as being a hospital and practice group that employed skilled and competent physicians, interns, residents, nurses, and staff including, without limitation, Dr. Perwaiz and Nance to provide said treatment and care.

57. At all pertinent times, Dr. Perwaiz was the express and/or implied agent, servant, and/or employee of Chesapeake Regional and was acting within the scope of said agency and/or employment when the acts of negligence described in this Complaint were committed thereby imposing vicarious liability on Chesapeake Regional by reason of the doctrine of *respondeat superior*.

58. At all relevant times, Chesapeake Regional had the right and non-delegable duty to supervise and control the manner and method of the performance of the duties of its agents, servants, and employees, including, but not limited to, Dr. Perwaiz.

59. At all relevant times, Chesapeake Regional had the right and non-delegable duty to supervise and control the manner and methods of Dr. Perwaiz's treatment of patients that he brought to Chesapeake Regional for surgery where Chesapeake Regional

provided operating rooms, surgical staff and critical medical and other support to Dr. Perwaiz which made these unnecessary and inappropriate surgeries possible.

60. At all relevant times, Chesapeake Regional had the right and non-delegable duty to act as a reasonable hospital under the circumstances.

61. At all pertinent times, Chesapeake Regional owed Chezem the duty to provide her with physicians and medical staff who possess that reasonable degree of learning and skill that is ordinarily possessed by doctors and nurses specializing in their respective fields, to use reasonable care and diligence in the care and treatment of Chezem, and to render care and treatment to Chezem in accordance with the applicable standards of care.

62. Chesapeake Regional, by and through its duly authorized agents, servants, and/or employees including, but not limited to, Dr. Perwaiz, is guilty of professional negligence and breaches of the applicable standard of care and contractual duties in the following non-exclusive particulars, as follows:

- a. failing to exercise reasonable care of a healthcare provider in their respective fields of specialty in the treatment of Chezem;
- b. failing to properly treat Chezem in accordance with the standard of care for physicians specializing in Obstetrics and Gynecology;
- c. failing to properly obtain Chezem's consent to undergo a hysterectomy;
- d. negligently falsifying Chezem's records to indicate Chezem was suffering from symptoms which she was not experiencing to justify performing surgery on Chezem;
- e. negligently performing a hysterectomy on Chezem;
- f. failing to act appropriately to avoid harm to Chezem;

- g. failing to provide an informed consent to surgery; and
- h. other breaches of the standard of care as revealed in discovery.

63. As a direct and proximate result of the above-described acts of negligence by Chesapeake Regional by and through its duly authorized agents, servants, and/or employees including, without limitation, Dr. Perwaiz, Chezem sustained severe, future and permanent injuries to her person, experienced and continues to experience pain and suffering, suffered deformity, humiliation, inconvenience, embarrassment, mental anguish, and other damages, including medical, hospital and doctors' bills in an attempt to be cured of her injuries and relieved of her pain, suffering and emotional distress.

**COUNT IV**  
**NEGLIGENT CREDENTIALING AND PRIVILEGING – CHESAPEAKE REGIONAL**

64. All of the preceding and foregoing paragraphs of this Complaint are incorporated by reference as if fully set forth herein.

65. At all pertinent times, Dr. Perwaiz was a credentialed member of Chesapeake Regional and was given privilege by Chesapeake Regional to provide obstetrics and gynecology services to patients at its hospital.

66. At all pertinent times, Chezem was a patient of Chesapeake Regional.

67. At all pertinent times, Chesapeake Regional had complete control over its credentialing and privileging process for physicians it credentialed and privileged including, without limitation, Dr. Perwaiz.

68. Credentialing is the practice by which Chesapeake Regional evaluates and verifies the qualifications of their healthcare providers to ensure that each individual practitioner possesses the necessary qualifications to provide medical services to patients at their hospital.

69. Privileging is the practice by which Chesapeake Regional evaluated Dr. Perwaiz's expertise in the field of obstetrics and gynecology to determine his competence to provide obstetrics and gynecology services to patients at their hospital.

70. Chesapeake Regional had a duty to Chezem to analyze Dr. Perwaiz's skill set to determine if he had the experience, ability, and competence to practice in the field of obstetrics and gynecology prior to credentialing him to practice at their hospital.

71. Chesapeake Regional had a duty to Chezem to analyze Dr. Perwaiz's physical and mental skill set in the field of obstetrics and gynecology prior to granting him privileges to provide obstetrics and gynecology services to patients at its hospital.

72. Chesapeake Regional knew or should have known Dr. Perwaiz's prior disciplinary history, prior loss of licensure, prior history of performing unnecessary medical procedures on his patients, and criminal history before it made the decision to credential Dr. Perwaiz and grant him obstetrics and gynecology privileges.

73. Chesapeake Regional had a duty to Chezem to monitor Dr. Perwaiz's performance after credentialing him and granting him obstetrics and gynecology privileges.

74. Focused Professional Practice Evaluation ("FPPE") is a process by which a hospital confirms a physician's current competence at the time new privileges are granted.

75. Ongoing Practice Performance Evaluation ("OPPE") is a process by which a hospital engages in an ongoing assessment of a credentialed and privileged physician's performance. OPPE begins after a staff physician's competency is established.

76. Chesapeake Regional had a duty to Chezem to use FPPE and OPPE to monitor Dr. Perwaiz's performance.

77. Chesapeake Regional breached its duty to Chezem by negligently failing to appropriately monitor Dr. Perwaiz's performance through FPPE and OPPE in the following non-exhaustive list of particulars:

- a. Failing to conduct a reasonable and prudent evaluation of Dr. Perwaiz's departures from generally accepted standards of practice and his ability and/or willingness to comply with generally accepted standards of practice;
- b. Failing to evaluate and/or recognize Dr. Perwaiz's significant departures from accepted standards of practice;
- c. Failing to evaluate and/or recognize the inappropriateness of operative and other procedures performed by Dr. Perwaiz;
- d. Failing to review medically necessary information about each surgical patient to ensure that the surgery to be performed at their hospital was appropriate and indicated;
- e. Failing to review the results of each patient Dr. Perwaiz operated on at their hospital which would have shown that he was performing unnecessary surgeries and was not performing surgeries consistent with the operative plan;
- f. Failing to recognize that the surgical rates and number of procedures Dr. Perwaiz performed at their hospital were outside of the norm and required further inquiry as to their appropriateness; and
- g. Other failures as revealed in discovery.

78. As a result of the failures described above, Chesapeake Regional permitted Dr. Perwaiz to practice in its facilities for more than a decade despite having actual and/or

constructive knowledge that he was recommending and performing dangerous, incompetent, unnecessary, and life-altering surgical procedures on patients.

79. For the reasons set forth above, Chesapeake Regional breached its duties to Chezem by negligently credentialing Dr. Perwaiz, and negligently granted him privileges to provide obstetrics and gynecology services to Chezem at its hospital.

80. For the reasons set forth above, Chesapeake Regional breached its duties to Chezem by negligently allowing Dr. Perwaiz to remain a credentialed member of its hospital with privileges to provide obstetrics and gynecology services to Chezem at its hospital.

81. Chezem relied on Chesapeake General's credentialing and privileging process when agreeing to be treated at Chesapeake General.

82. As a direct and proximate result of the above-described acts of negligence by Chesapeake Regional and Chezem's reliance on Chesapeake General's credentialing and privileging process, Chezem sustained severe, future and permanent injuries to her person, experienced and continues to experience pain and suffering, suffered deformity, humiliation, inconvenience, embarrassment, mental anguish, and other damages, including medical, hospital and doctors' bills in an attempt to be cured of her injuries and relieved of her pain, suffering and emotional distress.

83. Defendants, Dr. Perwaiz, Perwaiz, P.C., and Chesapeake Regional are liable to Chezem for general and special compensatory damages in the amount of \$10,000,000.00.

84. In addition, the multi-faceted negligence and breaches of Defendants Dr. Perwaiz, Perwaiz, P.C., and Chesapeake General are willful, wanton, reckless and/or grossly negligent, and evince a conscious disregard for the health, rights, safety and/or

welfare of Chezem, knowing or aware that injury was likely to occur. Defendants, Dr. Perwaiz, Perwaiz, P.C., and Chesapeake Regional, therefore, are liable to Chezem for punitive or exemplary damages in the amount of \$350,000.00.

85. Plaintiff demands trial by jury on each and every count of this Complaint.

**WHEREFORE**, Plaintiff, DAYNA CHEZEM, prays for judgment against Defendants, JAVAID PERWAIZ, JAVAID A. PERWAIZ, M.D., P.C., and CHESAPEAKE HOSPITAL AUTHORITY d/b/a CHESAPEAKE REGIONAL MEDICAL CENTER, jointly and severally, in the amount of TEN MILLION THREE HUNDRED THOUSAND DOLLARS (\$10,350,000.00) plus pre-judgment interest at the legal rate, plus all taxable costs expended in connection with this action, and such other relief as the Court deems appropriate.

DAYNA CHEZEM

By: 

Counsel

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