

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.:

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WENDELL TANG, M.D.,		)
as Representative of the Estate of		)
LUKE TANG,		)
	Plaintiff	)
		)
v.		)
		)
PRESIDENT AND FELLOWS OF		)
HARVARD COLLEGE, CATHERINE R.		)
SHAPIRO, CAITLIN CASEY, Ph.D.,		)
MELANIE NORTHROP, MSW, LICSW &		)
DAVID ABRAMSON, M.D.,		)
	Defendants	)
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**PLAINTIFF’S COMPLAINT with DEMAND FOR JURY TRIAL**

**PARTIES**

1. The Plaintiff, Wendell Tang, M.D. [“Dr. Tang”] is a resident of New Orleans, Louisiana.
2. The Defendant, President and Fellows of Harvard College [“Harvard”] is an institution of higher learning with a principal location in Cambridge, County of Middlesex, MA.
3. The Defendant, Catherine R. Shapiro [“Ms. Shapiro”] is a resident of Cambridge, MA, and at all material times hereto was the Resident Dean of Freshmen, College Yard and Assistant Dean of Harvard College at Harvard.
4. The Defendant, Caitlin Casey, Ph.D. [“Dr. Casey”], is a resident of Cambridge, MA and at all material times hereto was the Allston Burr Dean of Lowell House located on the campus of Harvard.

5. The Defendant, Melanie Northrop, MSW, LICSW [“Ms. Northrop”] is a resident of Concord, MA and at all material times hereto worked at Harvard University Health Services.
6. The Defendant, David Abramson, M.D. [“Dr. Abramson”] is a resident of Wayland, MA and all material times hereto worked at Harvard University Health Services.

### **FACTS**

7. The Plaintiff restates and reavers paragraphs one through six as if expressly rewritten here.
8. Dr. Tang is the father of Luke Tang.
9. As of April, 2015, Luke Tang was an undergraduate freshman at Harvard.
10. On or about April 11, 2015, Luke Tang attempted suicide in a dormitory at Harvard.
11. On or after April 11, 2015, Luke Tang continued to have suicidal ideation while still enrolled at the school.
12. On or about April 22, 2015, Luke Tang was transferred by Harvard, its agents, servants and/or employees to McLean Hospital for in-patient care.
13. Luke Tang remained an in-patient at McLean Hospital for approximately seven days.
14. While at McLean Hospital, Ms. Shapiro visited with Luke Tang.
15. While at McLean Hospital, it was noted that Luke Tang believed philosophically that suicide can make sense.
16. While at McLean Hospital, Luke Tang was described by clinicians there as immature, a contrarian, stubborn and lacking full insight.
17. While at McLean it was determined that Luke Tang would enter into a contract with Harvard and that Ms. Shapiro would meet with Luke Tang to finalize the contract.

18. Luke Tang was discharged from McLean Hospital on or about April 29, 2015.
19. On or about April 29, 2015, Luke Tang met with Ms. Northrop following his discharge from McLean Hospital.
20. At that time, Luke tang told Ms. Northrop that he felt “forced by the power of Harvard” to turn to mental health professionals.
21. At that visit Ms. Northrop reported that Luke Tang “demonstrates little insight into the nature or feelings of depression, and repeatedly states he would like to decide whether he continues counseling past the remaining two weeks of the semester.”
22. On April 29, 2015, Ms. Northrop learned from a doctor at McLean Hospital that Luke Tang “tends to minimize and under-report,” and that testing performed demonstrated “significant depressed mood and really poor coping mechanisms.”
23. As a result it was recommended by the professionals at McLean Hospital that Luke Tang undergo weekly therapy “with someone who can appreciate his intellectualization, and can monitor him closely because he has a nonchalant and suboptimal appreciation for the gravity of his suicide attempt.”
24. On April 29, 2015, Ms. Northrop discussed with Luke Tang how he might make use of his treatment “as he expressed frustration and puzzlement over why this would be any better or more helpful to him than ‘sharing thoughts with my friends and advisors.’”
25. On April 29, 2015 Luke Tang told Ms. Northrop that he planned on going on a week-long retreat on May 17, 2015 and would then leave for China.
26. Luke Tang also told Ms. Northrop on that date that he planned on returning directly to Harvard from China.

27. Ms. Northrop told Luke Tang that he will need to speak with his therapist about a support plan in China and that he would be expected to continue his treatment when he returned to the college and Lowell House.
28. On or about May 1, 2015, Luke Tang entered into a contract [“the Contract”] with Harvard and Ms. Shapiro as a condition of his continued enrollment at the college.
29. The Contract was prepared by Harvard, its agents, servants and/or employees including input from Ms. Shapiro, Ms. Northrop and Dr. Abramson.
30. Luke Tang reasonably relied upon the Contract, its terms and conditions.
31. Luke Tang would not have been permitted to return to Harvard as a student without his agreeing to the Contract terms and conditions.
32. Prior to signing the document, Luke Tang attempted to make change to the Contract but Harvard, its agents, servants and/or employees would not permit him to make any changes.
33. The terms of the Contract were not negotiable.
34. As of May 1, 2015, Harvard, its agents, servants and/or employees held a great deal of concern for Luke Tang’s safety and/or well-being and the appropriateness of his continued residence and enrollment at the college.
35. As of May 1, 2015, Harvard, its agents, servants and/or employees needed to be sure that Luke Tang was taking appropriate steps to address the problems he had been experiencing, including attempted suicide and suicidal ideation.
36. Luke Tang was expected to follow the recommendations of his treatment team, including attending sessions regularly and actively participating in his treatment.
37. On May 8, 2015, Luke Tang again met with Ms. Northrop for a mental health visit.

38. Luke Tang reported to Ms. Northrop that he had met with one of the members of his treatment team for an in-take but that he declined to schedule a follow-up appointment.
39. Ms. Northrop discussed with Luke Tang that he is “essentially not in treatment” and that the college expected him to be in treatment.
40. Luke Tang expressed that he wanted a new therapist and Ms. Northrop explained that with five business days left before he left campus, it might be challenging to find a new person. Nevertheless, she indicated to him that it was very important for him to be engaged in ongoing treatment.
41. Ms. Northrop stated that she would contact Ms. Shapiro about the fact that he wanted a new therapist and she reiterated her recommendation that he be in treatment after the semester ends.
42. Next, Luke Tang met with Ms. Northrop on May 15, 2015 for a mental health visit.
43. As of May 15, 2015, Luke Tang remained skeptical of the value of treatment.
44. Ms. Northrop reports as of this date that Ms. Shapiro has expressed concern that he has no plan for ongoing therapy for the summer and that Ms. Shapiro intended to contact his parents about this.
45. Ms. Northrop on May 15, 2015 “urged” Luke tang to follow-up with his dean in Lowell House in September.
46. Luke Tang left Harvard on May 16, 2015 and returned to Harvard from China in August, 2015.
47. As of September 12, 2015, Luke Tang was an undergraduate sophomore at Harvard.
48. Luke Tang as of September 12, 2015, lived in Lowell House on the campus at Harvard.
49. Luke Tang committed suicide in Lowell House on September 12, 2015.

50. Luke Tang had no mental health counseling between May 16, 2015 and September 12, 2015.

51. Dr. Tang is the duly appointed representative of the estate of Luke Tang.

**COUNT ONE**  
**Wendell Tang v. President and Fellows of Harvard College**  
**Negligence-Wrongful Death**

52. The Plaintiff restates and reavers paragraphs one through fifty-one as if expressly rewritten.

53. Prior to September 12, 2015, Harvard, its agents, servants and employees had actual knowledge of Luke Tang's suicide attempt which occurred while he was enrolled at Harvard and of Luke Tang's other stated plans or intentions to commit suicide.

54. Harvard, its agents, servants and employees, held a special relationship with its students, including Luke Tang and therefore owed a duty of reasonable care with regard to risks that arise within the scope of the special relationship.

55. Harvard its agents, servants and employees held duty and/or voluntarily assumed a duty to Luke Tang to take reasonable measures to protect Luke Tang from self-harm.

56. Harvard its agents, servants and employees breached their duty of care and assumed duty of care, and were otherwise negligent for:

- a. Failing to initiate suicide prevention protocols;
- b. Failing to take reasonable steps to prevent Luke Tang from self-harm;
- c. Designing a contract between themselves and Luke Tang which failed to provide reasonable safety for Luke Tang;
- d. Failing to provide any terms or conditions in the Contract which required Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
- e. Failing to ensure that Luke Tang complied with the terms and conditions of the Contract upon his return to campus for his sophomore year;
- f. Forcing Luke Tang to sign the Contract as a condition of continued enrollment;
- g. Failing to enforce the terms of the Contract;

- h. Failing to require Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
- i. Failing to observe the behavior of Luke Tang while living in a campus dormitory in his sophomore year;
- j. Failing to monitor Luke Tang's compliance with the Contract upon his return to campus for his sophomore year;
- k. Failing to ensure that other departments and agents, servants and/or employees of Harvard were informed of Luke's situation and that Luke received proper supports, including properly-coordinated mental health supports; and,
- l. ensure that all applicable policies, practices, procedures and/or protocols of Harvard which related to Luke's situation were reasonably and appropriately followed and enforced;

57. As a direct and proximate result of Harvard's negligence and carelessness, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT TWO**  
**Wendell Tang v. President and Fellows of Harvard College**  
**Punitive Damages**

58. The Plaintiff restates and reavers paragraphs one through fifty-seven as if expressly rewritten.

59. Harvard, its agents', servants' and employees' conduct was reckless and/or grossly negligent.

60. As a direct and proximate result of Harvard's recklessness and/or gross negligence, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus punitive damages, costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT THREE**  
**Wendell Tang v. Catherine Shapiro**  
**Negligence-Wrongful Death**

61. The Plaintiff restates and reavers paragraphs one through sixty as if expressly rewritten.

62. Ms. Shapiro had actual knowledge of Luke Tang's suicide attempt while enrolled at Harvard and of his other stated plans or intentions to commit suicide.

63. Luke Tang's suicide was foreseeable to Ms. Shapiro.

64. Ms. Shapiro had a special relationship with Luke Tang and a corresponding duty to prevent Luke Tang from self-harm.

65. Ms. Shapiro voluntarily assumed a duty of care to Luke Tang by designing, and requiring him to enter into, the Contract as a condition of continued enrollment at Harvard.

66. Luke Tang relied upon Ms. Shapiro's assumed duty of care and remained enrolled at Harvard.

67. Ms. Shapiro breached her duty of care and/or assumed duty of care, and was otherwise negligent for:

- a. Failing to initiate suicide prevention protocols;
- b. Failing to take reasonable steps to prevent Luke Tang from self-harm;
- c. Designing a contract between Harvard and Luke Tang which failed to provide reasonable safety for Luke Tang;
- d. Failing to provide any terms or conditions in the Contract which required Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
- e. Failing to ensure that Luke Tang complied with the terms and conditions of the Contract upon his return to campus for his sophomore year;
- f. Forcing Luke Tang to sign the Contract as a condition of continued enrollment;



- g. Failing to enforce the terms of the Contract;
- h. Failing to require Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
- i. Failing to observe the behavior of Luke Tang while living in a campus dormitory in his sophomore year;
- j. Failing to monitor Luke Tang's compliance with the Contract upon his return to campus for his sophomore year;
- k. Failing to ensure that other departments and agents, servants and/or employees of Harvard were informed of Luke's situation and that Luke received proper supports, including properly-coordinated mental health supports; and,
- l. Failing to ensure that all applicable policies, practices, procedures and/or protocols of Harvard which related to Luke's situation were reasonably and appropriately followed and enforced.

68. As a direct and proximate result of Ms. Shapiro's negligence and carelessness, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT FOUR**  
**Wendell Tang v. Catherine Shapiro**  
**Punitive Damages**

69. The Plaintiff restates and reavers paragraphs one through sixty-eight as if expressly rewritten.

70. Ms. Shapiro's conduct was reckless and/or grossly negligent.

71. As a direct and proximate result of Ms. Shapiro's recklessness and/or gross negligence, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and

just, plus punitive damages, costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT FIVE**  
**Wendell Tang v. Caitlin Casey, Ph.D.**  
**Negligence-Wrongful Death**

72. The Plaintiff restates and reavers paragraphs one through seventy-one as if expressly rewritten.
73. Dr. Casey had actual knowledge of Luke Tang's suicide attempt while enrolled at Harvard and of his other stated plans or intentions to commit suicide.
74. Luke Tang's suicide was foreseeable to Dr. Casey.
75. Dr. Casey had a special relationship with Luke Tang and a corresponding duty to prevent Luke Tang from self-harm.
76. Dr. Casey breached her duty of care and was otherwise negligent for:
- a. Failing to initiate suicide prevention protocols;
  - b. Failing to take reasonable steps to prevent Luke Tang from self-harm;
  - c. Failing to ensure that Luke Tang complied with the terms and conditions of the Contract upon his return to campus for his sophomore year;
  - d. Failing to enforce the terms of the Contract;
  - e. Failing to require Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
  - f. Failing to observe the behavior of Luke Tang while living in a campus dormitory over which she held supervisory responsibility in his sophomore year;
  - g. Failing to monitor Luke Tang's compliance with the Contract upon his return to campus for his sophomore year;
  - h. Failing to ensure that other departments and agents, servants and/or employees of Harvard were informed of Luke's situation and that Luke received proper supports, including properly-coordinated mental health supports; and,
  - i. Failing to ensure that all applicable policies, practices, procedures and/or protocols of Harvard which related to Luke's situation were reasonably and appropriately followed and enforced.

77. As a direct and proximate result of Dr. Casey's negligence and carelessness, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT SIX**  
**Wendell Tang v. Caitlin Casey, Ph.D.**  
**Punitive Damages**

78. The Plaintiff restates and reavers paragraphs one through seventy-seven as if expressly rewritten.

79. Dr. Casey's conduct was reckless and/or grossly negligent.

80. As a direct and proximate result of Ms. Casey's recklessness and/or gross negligence, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus punitive damages, costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT SEVEN**  
**Wendell Tang v. Melanie Northrop, MSW, LICSW**  
**Negligence-Wrongful Death**

81. The Plaintiff restates and reavers paragraphs one through eighty as if expressly rewritten.

82. Ms. Northrop had actual knowledge of Luke Tang's suicide attempt while enrolled at Harvard and of his other stated plans or intentions to commit suicide.
83. Luke Tang's suicide was foreseeable to Ms. Northrop.
84. Ms. Northrop had a special relationship with Luke Tang and a corresponding duty to prevent Luke Tang from self-harm
85. Ms. Northrop voluntarily assumed a duty of care to Luke Tang by designing, and requiring him to enter into, the Contract as a condition of continued enrollment at Harvard.
86. Luke Tang relied upon Ms. Northrop's assumed duty of care and remained enrolled at Harvard.
87. Ms. Northrop negligently, carelessly and/or unskillfully cared for and treated Luke Tang, by:
  - a. Failing to follow the standard of care and skill of the average qualified licensed social worker practicing in the Commonwealth of Massachusetts in 2015;
  - b. Failing to initiate suicide prevention protocols;
  - c. Failing to take reasonable steps to prevent Luke Tang from self-harm;
  - d. Designing a contract between Harvard and Luke Tang which failed to provide reasonable safety for Luke Tang;
  - e. Failing to provide any terms or conditions in the Contract which required Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
  - f. Failing to ensure that Luke Tang complied with the terms and conditions of the Contract upon his return to campus for his sophomore year;
  - g. Forcing Luke Tang to sign the Contract as a condition of continued enrollment;
  - h. Failing to enforce the terms of the Contract;
  - i. Failing to require Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
  - j. Failing to observe the behavior of Luke Tang while living in a campus dormitory in his sophomore year;
  - k. Failing to monitor Luke Tang's compliance with the Contract upon his return to campus for his sophomore year;
  - l. Failing to ensure that other departments and agents, servants and/or employees of Harvard were informed of Luke's situation and that Luke received proper supports, including properly-coordinated mental health supports; and,

m. Failing to ensure that all applicable policies, practices, procedures and/or protocols of Harvard which related to Luke's situation were reasonably and appropriately followed and enforced.

88. As a direct and proximate result of Ms. Northrop's negligence, carelessness and deviations from the applicable standard of care, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT EIGHT**  
**Wendell Tang v. Melanie Northrop, MSW, LICSW**  
**Punitive Damages**

89. The Plaintiff restates and reavers paragraphs one through eighty-eight as if expressly rewritten.

90. Ms. Northrop's conduct was reckless and/or grossly negligent.

91. As a direct and proximate result of Ms. Northrop's recklessness and/or gross negligence, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus punitive damages, costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT NINE**  
**Wendell Tang v. David Abramson, M.D.**  
**Negligence-Wrongful Death**

92. The Plaintiff restates and reavers paragraphs one through ninety-one as if expressly rewritten.
93. Dr. Abramson had actual knowledge of Luke Tang's suicide attempt while enrolled at Harvard and of his other stated plans or intentions to commit suicide.
94. Luke Tang's suicide was foreseeable to Dr. Abramson.
95. Dr. Abramson had a special relationship with Luke Tang and a corresponding duty to prevent Luke Tang from self-harm
96. Dr. Abramson voluntarily assumed a duty of care to Luke Tang by designing, and requiring him to enter into, the Contract as a condition of continued enrollment at Harvard.
97. Luke Tang relied upon Dr. Abramson's assumed duty of care and remained enrolled at Harvard.
98. Dr. Abramson negligently, carelessly and/or unskillfully cared for and treated Luke Tang, by:
- a. Failing to follow the standard of care and skill of the average qualified psychiatrist practicing in the Commonwealth of Massachusetts in 2015;
  - b. Failing to initiate suicide prevention protocols;
  - c. Failing to take reasonable steps to prevent Luke Tang from self-harm;
  - d. Designing a contract between Harvard and Luke Tang which failed to provide reasonable safety for Luke Tang;
  - e. Failing to provide any terms or conditions in the Contract which required Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
  - f. Failing to ensure that Luke Tang complied with the terms and conditions of the Contract upon his return to campus for his sophomore year;
  - g. Forcing Luke Tang to sign the Contract as a condition of continued enrollment;
  - h. Failing to enforce the terms of the Contract;

- i. Failing to require Luke Tang to seek mental health counseling upon his return to campus for his sophomore year;
- j. Failing to observe the behavior of Luke Tang while living in a campus dormitory in his sophomore year;
- k. Failing to monitor Luke Tang's compliance with the Contract upon his return to campus for his sophomore year;
- l. Failing to ensure that other departments and agents, servants and/or employees of Harvard were informed of Luke's situation and that Luke received proper supports, including properly-coordinated mental health supports; and,
- m. Failing to ensure that all applicable policies, practices, procedures and/or protocols of Harvard which related to Luke's situation were reasonably and appropriately followed and enforced.

99. As a direct and proximate result of Dr. Abramson's negligence, carelessness and deviations from the applicable standard of care, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus costs, interest and the reasonable funeral and burial expenses incurred.

**COUNT TEN**  
**Wendell Tang v. David Abramson, M.D.**  
**Punitive Damages**

100. The Plaintiff restates and reavers paragraphs one through ninety-nine as if expressly rewritten.

101. Dr. Abramson's conduct was reckless and/or grossly negligent.

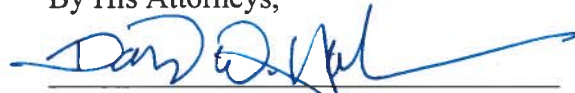
102. As a direct and proximate result of Dr. Abramson's recklessness and/or gross negligence, the Plaintiff's decedent was caused severe conscious physical and mental pain and suffering and further, the Plaintiff's decedent was caused to commit suicide.

WHEREFORE, the Plaintiff demands judgment against the Defendant, jointly and severally with all other defendants herein, in an amount that the finder of fact deems fair and just, plus punitive damages, costs, interest and the reasonable funeral and burial expenses incurred.

**JURY DEMAND**

The Plaintiff demands a trial by jury of all issues presented in this action.

Respectfully submitted,  
The Plaintiff, Wendell Tang,  
By His Attorneys,



David W. Heinlein (BBO#550598)  
HEINLEIN BEELER MINGACE  
& HEINEMAN, P.C.  
284 Union Avenue  
Framingham, MA 01702  
(508) 626-8500  
[dheinlein@hbmhlaw.com](mailto:dheinlein@hbmhlaw.com)