

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Tehum>.

ID: 25840055

PIN: netyPyst

**Fill in this information to identify the case:**

Debtor Tehum Care Services, Inc.  
 United States Bankruptcy Court for the Southern District of Texas  
 Case number 23-90086

- Date Stamped Copy Returned
- No self addressed stamped envelope
- No copy to return

**Official Form 410  
 Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

**Part 1: Identify the Claim**

NameID: 15133841

1. Who is the current creditor? BLAUROCK, ROBERT  
 Name of the current creditor (the person or entity to be paid for this claim)  
 Other names the creditor used with the debtor same as above

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent? **Where should notices to the creditor be sent?**  
BLAUROCK, ROBERT  
Robert D. Blaurock #86516  
El Dorado Correctional Facility  
PO Box 311  
El Dorado, KS 67042  
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)  
same as above  
 Address  
 Contact phone 316-321-7284  
 Contact email \_\_\_\_\_  
 Uniform claim identifier for electronic payments in chapter 13 (if you use one): \_\_\_\_\_

**Where should payments to the creditor be sent? (if different)**  
KS. Dept. of Corr. (C.I.B.)  
c/o Robert D. Blaurock, #86516  
 Name  
P.O. Box 9101  
 Number Street  
Topeka, Kansas 66608-9101  
 City State ZIP Code  
Shawnee, Kansas  
 Country  
 Contact phone \_\_\_\_\_  
 Contact email \_\_\_\_\_

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MAY 26 2023

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4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) (ufn) Filed on \_\_\_\_\_ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8 8 5 3

7. How much is the claim? \$200,000.00 Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Personal Injury/Medical Malpractice/Negligence

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: No Lien Filed

**Basis for perfection:** Not Currently Applicable  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 0

Amount of the claim that is secured: \$ 0

Amount of the claim that is unsecured: \$ 200,000.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ N/A

Annual Interest Rate (when case was filed) 0 %

Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ N/A

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ none

Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ none

Wages, salaries, or commissions (up to \$15,150\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ none

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ none

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ none

Other. Specify subsection of 11 U.S.C. § 507(a)(    ) that applies.

\$ none

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 4/24/23  
MM / DD / YYYY

Robert D. Blaurock  
Signature

Print the name of the person who is completing and signing this claim:

Name Robert Dean Blaurock  
First name Middle name Last name

Title Creditor/Plaintiff

Company N/A  
Identify the corporate servicer as the company if the authorized agent is a servicer. K.D.O.C.

El Dorado Correctional Facility

Address 1737 S.E. 54 Hwy., P.O. Box 311  
Number Street

El Dorado, Kansas 67042 Butler  
City State ZIP Code Country

Contact phone 316-321-7284 Email \_\_\_\_\_

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KURTZMAN CARSON CONSULTANTS



IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

FILED  
HOWARD W. NAGEL  
CLERK OF COURT

2023 APR 28 AM 11:50

U.S. DISTRICT COURT  
SOUTHERN DIST. OHIO  
EAST. DIV. COLUMBUS

ROBERT D. BLAUROCK,  
Plaintiff.

U.S.D.Ct. Southern District of Ohio  
Case No. 2:22-cv-04381-EAS-KAJ

v.

SOUTHWIND SURGICAL GROUP,  
BRANDON S. CUNNINGHAM, M.D.;  
ALAINA D. DRESSLER, P.A.;  
CORIZON, LLC./CORIZON, INC.  
C.T. CORPORATION;  
CENTURION OF KANSAS, LLC.;  
A.K.A. CENTURION MANAGED  
CARE OF VIRGINIA, LLC.  
FOR K.D.O.C.;  
C.R. BARD, INC./DAVOL, INC.  
Defendants.

A.K.A.  
J.P.M.L. 2:18-md-2846-EAS-KAJ.  
("MDL 2846") (S.D. Ohio)

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PLAINTIFF ROBERT D. BLAUROCK'S 'PREMATURE PROOF OF CLAIM AGAINST  
THE DEFENDANT TEHUM CARE SERVICES, INC., i.e. CORIZON, LLC.  
PENDING LIFT OF AN ORDER TO STAY PROCEEDINGS,  
TRIAL OF THE MATTER, OR SETTLEMENT NEGOTIATIONS.'

The plaintiff Robert D. Blaurock, pro se; in the above captioned case matters, hereby gives notice to this Court as to the introduction of a premature proof of claim form against the defendant Tehum Care Services, i.e. Corizon Health Services, e.g. Corizon, LLC.: also formerly identified as Corizon, Inc. regarding In re TEHUM CARE SERVICES, INC. (Debtor), Chapter 11, Case No. 23-90086(CML), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division. Plaintiff states the following:

**Other Documents**2:22-cv-04381-EAS-KAJBlaurock (ID 86516) v. SouthwindSurgical Group et al

JURY,PRO SE,STAYED

U.S. District Court

Southern District of Ohio

**Notice of Electronic Filing**

The following transaction was entered on 4/28/2023 at 3:08 PM EDT and filed on 4/28/2023

**Case Name:** Blaurock (ID 86516) v. Southwind Surgical Group et al**Case Number:** 2:22-cv-04381-EAS-KAJ**Filer:****Document Number:** 80**Docket Text:****Plaintiff Robert D. Blaurock's Premature Proof of Claim Against the Defendant Tehum Case Services, Inc., i.e. Corizon, LLC Pending Lift of an Order to Stay Proceedings, Trial of the Matter, or Settlement Negotiations. (Attachments: # (1) Envelope) (daf)****2:22-cv-04381-EAS-KAJ Notice has been electronically mailed to:**

William Darrell Kloss, Jr wdklossjr@vorys.com, jlmason@vorys.com

Kara Trouslot Stubbs stubbs@bscr-law.com

Casey L. Walker cwalker@slln.com

Lawrence J. Logback llogback@slln.com

John Russell Hicks jh@nkfirm.com

Bryan W. Cox bcox@nkfirm.com

Kemper Anne Bogle kbogle@slln.com

Roger W. Slead rslead@hab-law.com

**2:22-cv-04381-EAS-KAJ Notice has been delivered by other means to:**Robert D. Blaurock  
86516  
EL DORADO Correctional Facility  
PO Box 311  
El Dorado, KS 67042

The following document(s) are associated with this transaction:

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION

ROBERT D. BLAUROCK,  
Plaintiff.

U.S.D.Ct. Southern District of Ohio  
Case No. 2:22-cv-04381-EAS-KAJ

v.

SOUTHWIND SURGICAL GROUP,  
BRANDON S. CUNNINGHAM, M.D.;  
ALAINA D. DRESSLER, P.A.;  
CORIZON, LLC./CORIZON, INC.  
C.T. CORPORATION;  
CENTURION OF KANSAS, LLC.;  
A.K.A. CENTURION MANAGED  
CARE OF VIRGINIA, LLC.  
FOR K.D.O.C.;  
C.R. BARD, INC./DAVOL, INC.  
Defendants.

A.K.A.  
J.P.M.L. 2:18-md-2846-EAS-KAJ.  
("MDL 2846") (S.D. Ohio)

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PLAINTIFF ROBERT D. BLAUROCK'S 'PREMATURE PROOF OF CLAIM AGAINST  
THE DEFENDANT TEHUM CARE SERVICES, INC., i.e. CORIZON, LLC.  
PENDING LIFT OF AN ORDER TO STAY PROCEEDINGS,  
TRIAL OF THE MATTER, OR SETTLEMENT NEGOTIATIONS.'

The plaintiff Robert D. Blaurock, pro se; in the above captioned case matters, hereby gives notice to this Court as to the introduction of a premature proof of claim form against the defendant Tehum Care Services, i.e. Corizon Health Services, e.g. Corizon, LLC.: also formerly identified as Corizon, Inc. regarding In re TEHUM CARE SERVICES, INC. (Debtor), Chapter 11, Case No. 23-90086(CML), in the United States Bankruptcy Court for the Southern District of Texas, Houston Division. Plaintiff states the following:

1. Plaintiff Blaurock's entry or introduction of the proof of claim, Official Form 410 does not violate the terms and/or conditions of defendant Tehum Care Services, Inc.'s (Debtor's) February 17, 2023 Emergency Motion To Extend And Enforce The Automatic Stay Of Proceedings request, Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a), nor the United States Bankruptcy Court for the Southern District of Texas, Houston Division Order dated February 20, 2023, thus granting debtor's emergency motion to extend and enforce the automatic stay.
2. Plaintiff Blaurock's entry or introduction of the proof of claim, Official Form 410 does not violate the terms and/or conditions of defendant Tehum Care Service's Inc.'s (Debtors) 2/17/30 Emergency Motion To Extend And Enforce The Automatic Stay Of Proceeding request, Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a), nor the United States District Court for the Southern District of Ohio, Eastern Division Order dated March 06, 2023, thus a notice to the plaintiff regarding said Stay.
3. On the date of March 23, 2023 plaintiff Blaurock received a copy of Official Form 309F1 (For Corporations or Partnerships) Notice of Chapter 11 Bankruptcy Case from the Debtor's Attorneys, i.e. GRAY REED, Jason S. Brookner (Texas Bar No. 24033684), 1300 Post Oak Boulevard, Suite 2000, Houston Texas 77056, (713)-986-7127 Tele. and (713)-986-5966, or Jason S. Brookner, 1600 Elm Street, Suite 4600, Dallas Texas 75201, informations, thus a notification to [a]ll plaintiff's involved in litigations against Tehum Care Services, Inc./Corizon, LLC. indicating that persons with such civil actions must submit the Proof Of Claim

Form to the U.S. Bankruptcy Court, Southern District of Texas, Houston Division, with an accompanying copy of the civil action petition, in order to: (1) be considered for authorization of payment, possible settlement resolution, (2) have a say in the restructuring hearings, or (3) risk loss of right to any claim.

4. Plaintiff Blaurock's filing of the Proof Of Claim Form to all U.S. District Courts is not done with intention to collect a debt from the (Debtor) Tehum Care Services, Inc., nor enforce any judgment where no such judgment has been entered on his behalf, but merely an effort to maintain continuance of his civil action against defendant debtor.

5. Plaintiff submitted said Proof Of Claim Form on the date of April 24, 2023 by means of E-File and Conventional Mail.

#### ADDITIONAL INFORMATION

A. Plaintiff Blaurock first asserted a claim against defendant Corizon Health Services/Corizon, LLC. in the Butler Co. KS. D. Ct., Case No. 2022-cv-174 on July 28, 2022. Filing Fee Paid.

B. This matter was removed from the state district court on 8/29/22 and transferred into the United States District Court (D. of Kansas), Case No. 6:22-cv-1196-JWB-GEB. Fee paid 8/29/23.

C. This matter soon changed by means of a (CTO) Conditional Transfer Order to the United States Judicial Panel on Multidistrict Litigation, (MDL No. 2846), e.g. 2:18-md-2846-EAS-KAJ, now identified as Case No. 2:22-cv-04381 Blaurock v. Southwind Surgical Group, et. al. U.S.D. Ct. (S.D. Ohio). See IN RE: DAVOL, INC.? C.R. BARD, INC., POLYPROPYLENE HERNIA MESH PRODUCTS LIABILITY LITIGATION, to which all named defendants and claims against those defendants remain active.

RESPECTFULLY SUBMITTED

3.

Robert D. Blaurock, #86516



CERTIFICATE OF SERVICE

This is to certify that on this 24<sup>th</sup> day of April 2023, I forwarded to the Clerk's Office (U.S. Bankruptcy Court for the Southern District of Texas, U.S. District Court for the Southern District of Kansas, and the U.S. District Court for the Southern District of Ohio, Eastern Division) by means of E-Filing and Conventional Mail, one original and one copy of the Plaintiff's Premature Proof Of Claim Form Against The Defendant Tehum Care Services, and that all opposing parties have received copy of the same by U.S.P.S./Mail first class, postage prepaid.

U.S. Bankruptcy Court  
S.D. of Texas  
Houston Division  
Clerk's Office, Room 401  
515 Rusk Avenue  
Houston, Texas 77002

Clerk of the Court  
U.S. District Court  
S.D. of Texas  
P.O. Box 61010  
Houston, Texas 77208

Office of the Clerk, Room 121  
U.S.D.Ct. (S.D. of Ohio)  
Eastern Division  
85 Marconi Boulevard  
Columbus, Ohio 43215

GRAY REED  
Mr. Jason S. Brookner  
Texas Bar No. 24033684 Tx.  
1300 Post Oak Blvd., Suite 2000  
Houston, Texas 77056  
(713)-986-7127 Tele.  
(713)-986-5966  
Atty. for Tehum Care  
Services/Corizon, LLC.

Mr. Roger Slead, Atty, #13574 KS.  
Horn Aylward & Bandy, LLC.  
2600 Grand Blvd., Suite 1100  
Kansas City, Mo. 64108  
(816)-421-0700 Tele.

Ms. Kara T. Stubbs, Atty. #15805 KS.  
Baker Sterchi Cowden & Rice, LLC.  
2400 Pershing Road, Suite 500  
Kansas City, Mo. 64108-  
(816)-471-2121 Tele.  
(816)-471-0288 Fax.  
Atty. for Bard, Inc./Davol, Inc.

John Hicks and Bryan Cox  
Norris Keplinger Hicks & Welder, LLC.  
11551 Ash Street, Suite 200  
Leawood, Kansas 66211  
(913)-663-2000 Tele.  
(913)-663-2006 Fax.  
Atty. for Centurion of KS., LLC.

Mr. Casey L. Walker, Atty. #25965  
Simpson Logback Lynch & Norris, LLC.  
7400 W. 110th Street, Suite 600  
Overland Park, Kansas 66210  
(913)-342-2500 Tele.  
(913)-342-0603 Fax.  
Atty. for Brandon Cunningham  
and Alaina Dressler

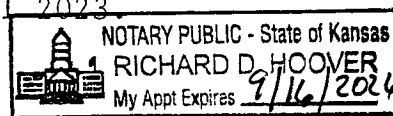
*Robert D. Blairbeck*

Robert D. Blairbeck  
# 86516  
E.D.C.F.  
1737 S.E. 54 Hwy.  
P.O. Box 311  
El Dorado, KS. 67042  
Plaintiff Pro Se/Pro Per

Sworn to before me on this 24<sup>th</sup> day of April 2023.

*Richard D Hoover*

NOTARY PUBLIC



Submitted under the penalty of perjury K.S.A. 21-3805/53-601 and/or U.S.C. § 1746 on the date indicated E-Filed/Mailed. No Notary Available.

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS  
AT WICHITA

9/27/22

ROBERT D. BLAUROCK,  
Plaintiff.

v.

SOUTHWIND SURGICAL GROUP,  
BRANDON S. CUNNINGHAM, M.D.:  
ALAINA D. DRESSLER, P.A.  
C.R. BARD INC., ET AL.:  
CORIZON HEALTH, LLC.:  
CENTURION OF KANSAS, LLC.  
A.K.A. CENTURION MANAGED  
CARE OF VIRGINIA, LLC.  
FOR K.D.O.C.

Defendants. et. al

Case No. 6:22-cv-1196

Removed from the District  
Court of Butler County, Kansas

Case No. BU-2022-cv-173

JURY TRIAL DEMANDED

PLAINTIFF'S REQUEST FOR PERMISSION TO AMEND  
THE PLEADING/PETITION

AS TO THE MEDICAL MALPRACTICE, MEDICAL NEGLIGENCE TORT ACTION  
Under Fed.R.Civ.P. Rule 15(c)(1)(B)(C)

The plaintiff Robert D. Blaurock, pro se; in the above captioned case matter, asks this Court for permission to amend the pleading/petition as to the medical malpractice, medical negligence tort action, due to misnomer/identification, i.e. proper names of the defendants et.al., newly disclosed addresses made known to the plaintiff by attorneys for the defendants, et.al.; and to clarify the acts to which each named defendant may be held liable. Plaintiff asks \$ 200,000.00 total for injuries.

1. Each defendant, et.al. whether properly named or misnamed in the original State Court petition, prior to removal; did receive a copy of the complaint and subsequent or accompanying

motions, pleadings and filings made by the plaintiff in both the state and federal Courts, at all such defendant's et.al previous addresses/locations; a fact made known; where each named defendant, et.al.; soon thereafter receipt of plaintiff's complaints against them; sought legal advisors/counselors to develop a defense in state and/or federal Court proceedings.

Plaintiff, after receiving responses and counterclaims offered by those defendant's et.al. counselors of record, became aware of such defendant's correct names and address changes. Such misnomers and address changes should not bar plaintiff's allegations against any defendant. Plaintiff has no Google or internet access in which to correctly name & locate defendants.

2. In order to clarify the allegations and acts to which the plaintiff believes each defendant is civilly liable, plaintiff claims are as follows:

3. Defendant Southwind Surgical Group: at the time of the Nov. 2nd, 2018 (double bilateral inguinal hernia repair) procedure performed upon the plaintiff were either: (i) a surgical group under contract with Corizon Health, LLC. or the Kansas Dept. of Corrections to render medical services to persons in custody of the Kansas Sec. of Corrections, to which the plaintiff is an intended beneficiary of such contract, (ii) a surgical group who contracts with physicians/surgeons to render medical care to all citizens incarcerated or otherwise; (iii) a form of healthcare entity under contract with the Hays Medical Group and other hospitals where physicians may enjoy surgical privileges or the art of healing therein.

Defendant Southwind Surgical Group has a responsibility to know the licensing, certifications; qualifications of the physicians/surgeons operating under their ' Group ' to whom they may offer patient referrals or assignments. This in order to assure patient safety and proper treatments rendered. As Such, Southwind Surgical Group would become liable in part, should injury occur to a patient caused by any physician in their Group, due to physician error, improper technique, etc.

Defendant Southwind Surgical Group may have entered into an agreement with the defendant C.R. Bard Inc., et.al./Davol Inc. to purchase directly or through an insurance buyer, or recomend usage of medical devices, i.e. hernia mesh produced by C.R. Bard Inc. If such information, e.g. agreement exists, whether made by means of admission or discovery/disclosures, Southwind Surgical Group would become liable in part for any injuries to a patient to whom such medical device was implanted. Southwind Surgical Group would reasonably know whether or not a possible product warranty issue exists, prior to usage of any such medical device/hernia mesh. It is a professional duty. Southwind Surgical Group should reasonably know as to whether or not a physician in their Group has entered into agreement with C.R. Bard Inc., et.al./Davol Inc. to use, recomend, or implant into a patient a medical device manufactured by C.R. Bard Inc. and the risk percentage of product imperfections.

Defendant Southwind Surgical Group should reasonably know as to whether or not the Merlin Perfix Plug Mesh was the correct medical device to be implemented due to the sizes and locations of the plaintiff's herniated areas.

4. Defendant Brandon S. Cunningham, M.D. in regards to the Nov. 02, 2018 (double bilateral inguinal hernia repair) procedure: (a) implemented an inadequate surgical technique or incorrect surgical technique upon the plaintiff, due to the sizes and locations of the herniated areas, or (b) selected an inadequate or incorrect medical device; i.e. Merlin Perfix Plug Mesh to implant into the plaintiff's abdomen, (c) lacked the necessary surgical skills to perform a procedure on the plaintiff, (d) inadequately or incorrectly stitched the hernia mesh into an area inside the plaintiff's abdomen, an operative error; or (e) implanted into the plaintiff a medical device, i.e. hernia mesh, which has a possible product warranty liability prone to failures; and (f) failed to disclose to the patient, informations that there may exist a possible product warrantly liability.

Plaintiff bases these allegations due to pre-secondary reparative surgery consultations/discussions with Mr. Jerry Gaston, M.D. The physician Jerry Gaston, M.D. was able to diagnose and discuss with the plaintiff these facts, due to tests performed prior to the 5/06/22 procedure, test such as: (sonagram, C.T. Scan, physical examinations, professional experiences and knowledge). Jerry Gaston, M.D. stated that the physician Brandon S. Cunningham, simply placed the C.R. Bard Inc., medical device on or over the top surface of the hernias, then secured the mesh to the patient's inner thigh and abdominal tissues, resulting in the mesh tearing loose. Jerry Gaston, M.D. explained to the plaintiff that the

correct surgical technique that should have been implemented at the time of the 11/2/18 procedure, of which Jerry Gaston, M.D. would implement during the reparative procedure is: (a) implant a different type of mesh ' not a plug style ' under the pelvic bone, attach it around the bone and surrounding tissues, (b) basically arrange the herniated tissue into a proper location, attach it to the under pelvic bone mesh and surrounding tissue; (c) implant a different type of mesh ' not a plug style ' over the herniated tissue, attach it to the lower implanted mesh; (d) attach the upper mesh to surrounding tissue to prevent tearing loose. Note! "[O]nly the 5/6/22 operative report; a deposition of Jerry Gaston, M.D.; or testimonies of Jerry Gaston, M.D. during trial proceedings as an expert medical witness is capable of determining the main injury causation. "

Defendant Brandon S. Cunningham, M.D. as a physician and upon his own discretion, entered into an agreement with C.R. Bard Inc. to use such manufacture's medical devices, i.e. hernia mesh. If such information is developed by means of discovery/disclosure and proven true, the physician would be reasonably aware of a possible product warranty liability, but neglected to inform the plaintiff of a possible product default. Such would constitute medical negligence.

If the 5/6/22 operative report, deposition of Jerry Gaston, M.D.; or expert witness testimony during trial proceedings reveal any of the allegations described on (pg.4., paras. a-f), plaintiff has met the criterias for Medical Malpractice.

In either scenario or situation, Brandon S. Cunningham, M.D. is liable for injuries caused to the plaintiff.

5. Defendant Alaina D. Dressler, P.A. in regards to the Nov. 02, 2018 (double bilateral inguinal hernia repair) procedure: (a) implented an inadequate surgical technique or incorrect surgical technique upon the plaintiff, due to the sizes and locations of the herniated areas, or (b) selected an inadequate or incorrect medical device, i.e. Merlin Perfix Plug Mesh to implant into the plaintiff's abdomen; (c) lacked the necessary surgical skills to perform a procedure on the plaintiff, (d) inadequately or incorrectly stitched the hernia mesh into an area inside the plaintiff's abdomen; an operative error; or (e) implanted into the plaintiff a medical device, i.e. hernia mesh, which has a possible product warranty liability prone to defects; and (f) failed to disclose to the patient, informations that there may exist a possible product warranty liability or defect.

Plaintiff bases these allegations due to pre-secondary reparative surgery consultations/discussions with Mr. Jerry Gaston, M.D. The physician Jerry Gaston, M.D. was able to diagnose and discuss with the plaintiff these facts, due to tests performed prior to the 5/06/22 procedure, test such as: (sonagram, C.T. Scan, physical examinations, professional experiences and knowledge). Jerry Gaston, M.D. stated that the physician, Alaina D. Dressler, simply placed the C.R. Bard Inc., medical device on or over the top surface of the hernias, then secured the mesh to the patient's inner thigh and abdominal tissues, resulting in the mesh tearing loose. Jerry Gaston, M.D. explained to the plaintiff that the

correct surgical technique that should have been implemented at the time of the 11/2/18 procedure, of which Jerry Gaston, M.D. would implement during the reparative procedure is: (a) implant a different type of mesh ' not a plug style ' under the pelvic bone, attach it around the bone and surrounding tissues, (b) basically arrange the herniated tissue into a proper location, attach it to the under pelvic bone mesh and surrounding tissue; (c) implant a different type of mesh ' not a plug style ' ~~mesh~~; the herniated tissue, attach it to the lower implanted mesh; (d) attach the upper mesh to surrounding tissue to prevent tearing loose. Note! " [O]nly the 5/6/22 operative report, a deposition of Jerry Gaston, M.D.; or testimonies of Jerry Gaston, M.D. during trial proceedings; as an expert medical witness is capable of determining the reinjury causation. "

Defendant Alaina D. Dressler, P.A. as a physician and upon her own discretion, entered into an agreement with C.R. Bard Inc. to use such manufacture's medical devices, i.e. hernia mesh. If such information is developed by means of admission, discovery/disclosure and proven true, the physician would be reasonably aware of possible product warranty liability, but neglected to inform the plaintiff of a possible product defect. Such would constitute medical negligence.

If the 5/6/22 operative report, deposition of Jerry Gaston, M.D.; or expert medical witness testimony during trial, reveals any of the allegations described on (pg.5. paras. (a-f), plaintiff has met the criterias for Medical Malpractice.

In either scenario or situation, Alaina D. Dressler, P.A. is in part liable for injuries caused the plaintiff.



6. Defendant C.R. Bard Inc.et.al./Davol Inc., whether located in Warwick, R.I. or main office in New Jersey, to which the attorney for such defendant will not disclose the identity of the C.E.O./owners nor their address in the state of New Jersey; is the manufacture of the (Bard/Davol 1 Plug Marlin Perfix Mesh, XL., [REF] 0112780, [LOT] HUBX 1127, Exp. Date 10/28/22) implanted into the plaintiff on Nov. 02, 2018. For exact reasonings yet to be disclosed, that can only be verified by the 5/6/22 operative report, said medical device/hernia mesh became unattached in the plaintiff's lower left side abdomen, thus causing reinjury to the plaintiff, resulting in numerous physical symptoms, pain and suffering, leading to necessitation of a reparative surgical procedure. Likewise, and as stated competently in the original state tort claim petition, the defendant C.R. Bard Inc.et.al. is also the manufacture of the (Brad/Davol 1 Plug Marlin Perfix Mesh, XL., [REF] 0112780, [LOT] HUCT 2077, Exp. Date 06/28/23) implanted into plaintiff on Nov. 02, 2018, on his right side lower abdomen, The right side medical device/hernia mesh is intact in the plaintiff.

Defendant C.R. Bard Inc.et.al./Davol Inc. sold the medical device/hernia mesh to either the; (Hays Med. Hospital, Southwind Surgical Group, Brandon S. Cunningham, M.D. and/or Alaina D. Dressler, P.A. or through an Insurance Buyer, or some other unknown entity or person) intended for implantation into patients who have hernia injuries,

Defendant C.R. Bard Inc.et.al./Davol Inc. employs or hires the services of researchers who develop and test for safety of their medical devices/hernia mesh, and as a result of such

research and development testings, become aware of statistics, i.e. a percentage or chance of possible failure or defects of said medical devices. Afterwards, the manufacture must seek approval from the F.D.A. for usage into human patients or intended recipients, and disclose product warranty informations.

Defendant C.R. Bard Inc.et.al./Davol Inc. has a professional duty or obligation to disclose to any potential purchasers of a possible product defect and/or product warranty disclosure. In the same respect, any purchaser of a medical device/hernia mesh has a reciprocal professional obligation/and duty to disclose any product defect and/or product warranty disclosure to any person whom such device may become implanted. No person, physician/surgeon, hospital nor manufacture offered to the plaintiff any possible product defect or warranty informations.

Defendant C.R. Bard Inc.et.al./Davol Inc., due to recent informations made available to the plaintiff by and through Mr. John W. Nichols, Clerk of the Panel of the United States Judicial Panel on Multidistrict Litigation, Thurgood Marshall Federal Judiciary Building, One Columbus Circle, NE. Room G-255, North Lobby, Washington, DC. 20002-8041, disclosed to the plaintiff that since the date of August 2, 2018 and continuing throughout the year of 2022, 50 civil actions and an additional 343 civil actions are before the United States District Court for the Southern District of Ohio, Honorable Edmund A. Sargus, Jr. presiding, to which the plaintiff's claims may become enjoined. It is apparent that a probable medical device defect exist involving C.R. Bard Inc.et.al.

Such facts do not act as a bar to the plaintiff's claims against the defendants Southwind Surgical Group, Brandon S. Cunningham, M.D. nor Alaina D. Dressler, P.A. for acts of medical malpractice, medical negligence, or both. The 5/6/22 operative report and expert medical opinion of Jerry Gaston, M.D. supports these claims irregardless of product defect.

" [I]f defendant C.R. Bard Inc.et.al./Davol Inc. is proven to have a product defect/warranty liability, such only supports a secondary civil action against the manufacture, seperate from the medical malpractice, medical negligence. "

It substantiates improper removal from the State Court.

7. The Defendant Corizon Health, LLC. irregardless of the name misnomer and address location error stated within the State Court tort claim petition was the medical care provider to persons incarcerated in the Kansas Department of Corrections and Kansas Secretary of Corrections inbetween the approximate years of January 2014 through January 2020. Corizon Health, LLC. was under contract with all K.D.O.C. facilities to render medical services to inmates, to which the plaintiff is a third party intended recipient of those medical services.

Defendant Corizon Health, LLC. was made aware of the plaintiff's herniated injuries as early as January 2014, and from the available K.D.O.C. patient files electronically stored and remaining from the previous healthcare provider Correct Care Solutions.

Note! In the year of 2014, the defendant Corizon Health, LLC. was formerly known as Corizon WC. assumably Well Care.

Factually, the plaintiff's herniated injuries are well documented facts inbetween the years of 2007-2013 by physician Larry Baumgardner, M.D. and Deb Lundry (A.P.R.N.) while the plaintiff was housed at the Hutchinson C.F./K.D.O.C. under the healthcare provider Correct Care Solutions.

Defendant Corizon Health, LLC., formerly Corizon WC., in the year of 2014, month of September, authorized an Open Appendectomy surgical procedure, and in October 2014, Corizon authorized a colonoscopy and upper right hemicolectomy surgery, from which the accute colon cancer, mucinous cystadenocarcinoma of the appendix and colon became diagnosed and confirmed. Such medical records held by Corizon also re-documents the hermias.

Nonetheless, Defendant Corizon Health, LLC., formerly Corizon WC. recognized the plaintiff's hernias, documented the injuries, recommended and supplied usage of a hernia belt, i.e. medical device, thus acknowledging that plaintiff's injuries were reduceable by means on operative procedure. However, for a period of approx. 6-years, Corizon refused to authorize such necessary surgical procedure. Such constitutes medical negligence. Corizon would not approve the plaintiff's bottom bunk request, nor allow the plaintiff light duty work restrictions. Therefore, each and every day the plaintiff was forced to perform work chores beyond his physical capabilities, the size of the hernias increased along with intolerable pains. The lack of treatment constitutes medical negligence if not deliberate indifference to plaintiff's medical needs. Corizon is in part civilly liable for non-treatment, increase in injury size, through 6-years of unnecessary pain and suffering.

Eventually, Defendant Corizon Health, LLC. formerly Corizon WC, inbetween the dates of February 15th, 2018 through November 2018, and while the plaintiff was relocated to the K.D.O.C. Norton Correctional Facility, began documenting the serious nature of the hernia injuries and sought approval of the Chief Physician in Topeka, KS. to authorize a (double bilateral inguinal hernia repair procedure). Corizon soon authorized the plaintiff's medical lower bunk restriction.

Corizon referred or recommended to the plaintiff, Brandon S. Cunningham, M.D. to perform physical examinations at the Phillipsburg, KS. Hospital, and other pre-surgical tests, that led to the procedure being conducted at the U.M.K.C. Hay's KS. Hospital.

Defendant Corizon Health, LLC. formerly Corizon WC. as a healthcare provider should have known: (a) Brandon Cunningham's surgical credentials, (b) a possible product defect, i.e. hernia mesh; (c) product warranty liability, medical device prone to failure. Corizon would have a professional obligation and duty to inquire of such informations prior to allowing the physician to perform an inadequate surgical technique or implanting a possible defective medical device/hernia mesh into a patient under their care, then disclose to the patient/plaintiff these informations. None of these critical informations were made known to the plaintiff by Corizon, [o]nly that the plaintiff must agree to the operative procedure and signature agreement.

For these additional reasonings, defendant Corizon is in part, partially liable for reinjury to the plaintiff and delays in getting the reparative surgical procedure approved, completed.

8. The Defendant Centurion of Kansas, LLC. a.k.a. Centurion Managed Care of Virginia, LLC. or any other name Centurion now identifies themselves: (i) entered into contract agreement with the State of Kansas, Secretary of Corrections, and/or Kansas Dept. of Corrections to provide medical care services to inmates held in custody of the K.D.O.C. Centurion began providing healthcare to such inmate/offenders in approx. January 2020. Plaintiff is a third party intended beneficiary of said contract involving medical care services.

Defendant Centurion began documenting the plaintiff's medical services request forms and need for reparative surgery to remove the C.R. Bard Inc. et.al./Davol Inc. medical device/hernia mesh in July-August 2020, and continued documenting the plaintiff's injuries as indicated upon Plaintiff's Exhibits (G,M;O;P;Q;R;S;T) which are attached to the original State district court tort claim filed by the plaintiff in Butler County, Kansas, Case No. BU-2022-cv-173. Centurion allowed a time period of approx. 22-months to pass before the May 06, 2022 reparative surgical procedure was performed. Plaintiff endured and suffered numerous health complications, pain and suffering throughout that 22-month waiting period.

Defendant Centurion did throughout that 22-month time span, conducted several physical examinations of the herniated areas complained of, and performed additional tests such as: (sonagram, CT Scan; possibly Barium ingestion & X-Ray). Centurion did also re-approve plaintiff's work restrictions and bottom bunk only medical status.

Defendant Centurion had access to the previous healthcare provider, e.g. Corizon's records, files, and electronically stored patient informations pertaining to the plaintiff. Therefore, Centurion was aware that; C(R) Bard Inc., et.al./ Davol Inc.: (i) 1 plug Marlin Perfix Mesh, XL, [REF] 0112780, [LOT] HUBX 1127, exp. date 10/28/22 was implanted into the plaintiff on 11/2/18, and it is that medical device/hernia mesh which became unattached/disengaged, (ii) 1 Plug Marlin Perfix Mesh, XL, [REF] 0112780, [LOT] HUCT 2077, exp. date 6/28/23 was also implanted into plaintiff on 11/2/18. Due the fact that the medical device/hernia mesh tearing loose on the plaintiff's left side, possibly caused by a manufacture defect, it would be reasonable for Centurion to assume that the right side mesh would also tear loose, as the product came from the same manufacture, [\*esp] when the plaintiff returns to work or enjoys an exercise routine, something he has not been able to partake for a period of approx. 16-years while in K.D.O.C.

Instead of requesting that both medical devices, i.e. hernia mesh be removed and replaced during the 5/6/22 repair surgery, Centurion opted to repair and replace only the left side mesh, leaving the plaintiff subject to a similar and subsequent reinjury, requiring yet another repair surgery. Whether preventative maintenance or calculated risk it is the plaintiff's future health at risk. Such constitutes medical negligence

Defendant Centurion, having access to Corizon's medical records, files and electronically stored informations, are

aware that on 11/2/18, Brandon S. Cunningham, M.D. and Alaina D. Dressler, P.A. were the surgical team that (a) implemented an inadequate or incorrect surgical technique, due to the sizes and locations of the injuries, (b) selected an inadequate or incorrect medical device/hernia mesh to implant; (c) lacked the necessary surgical skills to perform the 11/2/18 procedure; (d) may have applied inadequate or incorrect stitching techniques; (e) implanted a medical device/hernia mesh known to have a manufacture defect or product warranty liability; and (f) did not inform the plaintiff of a possible product defect.

From datas gathered throughout pre-reparative surgery and the medical opinion of Jerry Gaston, M.D., Centurion is aware that there exist a high probability of the same or exact type of reinjury will occur on the plaintiff's right side, as it occurred on the left side, based on all facts and medical opinion of Jerry Gaston, M.D. It would constitute medical negligence, medical malpractice, or indifference not to repair both the left and right side injuries correctly on 5/6/22. Now, the plaintiff will not be able to enjoy recreational activity, exercise, or gain an hourly wage job/employment without fear of reinjury or signing a waiver thus agreeing to waive future injury liability.

Defendant Centurion has repeatedly thwarted plaintiff's attempts to gain access and copy of the 5/6/22 operative report, affecting all parties ability to litigate a claim.

Centurion, for all reasonings stated to throughout pages (13,14, and 15) are in part civilly liable to plaintiff's current and predictable future injuries.



MEMORANDUM IN SUPPORT  
(MEDICAL MALPRACTICE)

Standard Of Review:

In Tefft v. Wilcox, 6 Kan.46,61(1870)... This Court held that a physician is obligated to his patient under the law to use reasonable and ordinary care and diligence in the cases he undertakes, to use his best judgment, and to exercise that reasonable degree of learning, skill, and experience which is ordinarily possessed by other physicians in the same or similar locations. We have continued to impose those duties upon physicians. See; P.I.K. Civil 15:01 and cases there cited. A physician also has the duty to make a reasonable disclosure to the patient of pertinent facts [\*\*\*21] within his knowledge related to a proposed treatment, in order that the patient may intelligently consent or refuse treatment.

Analysis:

A medical malpractice claim requires the same elements of proof as any negligence action: (1) the existence of a duty, (2) breach of that duty, (3) injury, and (4) a casual connection between the duty breached and the injury suffered. Schmidt v. Shearer, 26 Kan.App.2d.760,764,995 P.2d.381(1999).

To establish a prima facie case of medical malpractice, a plaintiff must demonstrate that: (1) the defendant had a duty to conform to a specific standard of conduct for the protection of others against an unreasonable risk of injury, (2) the defendant failed to conform to that required standard, (3) the defendant's breach of that duty was the proximate cause of plaintiff's injury, and (4) the plaintiff was injured as a result.

See; Malone v. University Of Kansas Medical Center, 220 Kan. 371,552 P.2d.885(1976) and Travis v. Bischoff, 143 Kan.283,54 P. 2d.955(1936).

CERTAIN DUTIES AND OBLIGATIONS: are imposed upon physicians and hospitals by law. Breach of such duty by a physician is "malpractice," and an action in malpractice is one in tort, even though there was a contract, express or implied, for employment.

Similarly an action for damages against a hospital for negligence; i.e., for breach of duties imposed by law, sounds in tort. This is true though there may be a contract between parties.

In Noel v. Proud, 189 Kan. 6, 8, 11, 367 P.2d. 61 (1961) "(As early as 1870 the Kansas Court recognized the general rule that a physician may contract specifically for a particular result. It is generally recognized that a physician or a surgeon may bind himself by express [\*211] contract to perform a cure or to obtain specific results by treatment or an operation.)"

" As malpractice covers every which way in which a patient is injured through the dereliction of a doctor in his professional capacity, the approach, depending on the facts, can be through any of several familiar forms of actions. But no matter what the approach, it remains an action for malpractice, [\*756] not one for deceit, contract, or anything else. A well recognized ground for recovery is where a physician represent that he has the skill to perform a certain operation when in fact he does not. This form of action requires the same elements of proff that an action of fraud requires, yet it could not be successfully disputed that as between the two it is an action for malpractice. "

PROBABLE CAUSE FOR CIVIL ACTION  
MEDICAL MALPRACTICE TORT

See, Bartal v. Brower, 268, 195, 993 P.2d. 669 (1999) Kan. Lexis 657, decided 11/12/99.

Probable Cause: for instituting a civil action exists when there is a reasonable ground for suspicion, supported by circumstances sufficiently strong themselves to warrant a cautious, or prudent, man in the belief that a party committed the act of which he is complaining.

Liability: For there to be liability of a doctor for non-disclosure, the unrevealed risk must materialize, and there must be harm to the patient, there must be a casual relationship between the physicians failure to adequately divulge information and damages to the patient.

A casual connection exist between the physician and non-disclosure to the patient and the patients damage when, but only when, disclosure of significant risks incidental to treatment would have resulted in a decision against it. Whether the patient would have refused the treatment or medical procedure had the physician made adequate disclosure is to be determined objectively. If adequate disclosure could reasonably be expected to have caused the patient to decline the treatment or procedure had the patient been informed of the kind of risk or danger which resulted in the harm, causation is shown but otherwise not, and the patients testimony is relevant on such issue, but should not be controlling.

See; Woolsey v. Lee, [No. 66,178]. Court Of Appeals Kansas(1991), Kan.App.Lexis 684, decision 9/6.1991. Not designated for publication Reported as Table Case at 816 P.2d.1031(1991) Kan.App. Lexis 998.

Overview: Plaintiff's malpractice action could survive summary judgment without expert medical evidence because common sense was sufficient to determine whether operating on a conscious patient was negligent.

Plaintiff's medical malpractice action must prove negligence and that medical experts negligence caused adverse results.

Expert medical testimony is ordinarily required to establish negligence or lack of reasonable care on part of the physician or surgeon in care and treatment of patients. However, this rule does not give "members of the medical care profession a monopoly on common sense, and the rule is limited to those matters clearly within the domain of medical science. Webb v. Lungstrum, 223 Kan. 487,489,575 P.2d.22(1978). Thus, in a case where lack of care or proximate cause can be decided by an average citizen based on common knowledge, expert testimony is unnecessary. This exception to the general rule applies when the treatment or care of the patient has such bad results that lack of reasonable care would be obvious from the every day knowledge of persons generally. Common Knowledge Of Jurors. Savina v. Sterling Drug Inc., 247 Kan. 105,134,795 P.2d.915(1990).

See, Amanda K. Bonin v. Donald D. Vannaman M.D.-[No.75,014] Supreme Court of Kansas, 261 Kan.199,929 P.2d.754(1996) ...in part as follows;

Under Kansas Law, most of an adults causes of action are governed by a 2-year statute of limitations. K.S.A. 60-513(a). The statutes of repose for adults vary, depending upon the type of action at issue. For most causes of action, an adult has a 10-year repose period from the time of the act giving rise to the cause of the action in which to file a claim. If the claim is not filed within the 10-year period, then the claim is expired, regardless of whether the plaintiff's injury has been discovered. For a medical malpractice action, an adult has a 4-year statute of repose period from the time of the act giving rise to the cause of the action in which to file a claim. If the claim is not filed within the 4-year repose period, then the claim is expired, regardless of whether the plaintiff's injury has been discovered. K.S.A. 60-513(c).

The court treats malpractice legislation as economic regulation in which the rational basis test is applied. The rational basis test is violated only if the statutory classification rest on grounds wholly irrelevant to the acheivement of the state's legitimate objective. The State legislature is presumed to have acted within it's constitutional power, even if the statute results in some inequality. Under the reasonable basis test, a statutory discrimination will not be set aside if any state of facts reasonably may be conceived to justify it. Leiker v. Gafford, 245 Kan.325,363-64,778 P.2d.823(1989).

Section 18 of the Kansas Constitution Bill of Rights provides that all persons, for injuries suffered in person, reputation or property, shall have remedy by due course of law, and justice be administered without delay.

K.D.O.C. Personal Injury Claim, K.A.R. 44-16-104(a) and K.S.A. 75-52,138 states that " Any inmate in the custody of the Kansas Secretary of Correction... prior to filing a claim or civil action naming the State of Kansas, any political subdivision of the State of Kansas, any public official, the S.O.C., the Warden, the Sheriff, or an employee of the department of corrections or the

County; while such employee is engaged in the performance of such employee's duty...shall have exhausted such inmate's administrative remedies; established by rules and regulations promulgated by the S.O.C. or by County resolutions; concerning such civil action."

#### TIMELINESS OF FILING

Plaintiff became reasonably aware of the re-injury in the months of July/August 2020, only two years after the original surgical procedure performed by the defendants on Nov. 02, 2018. Plaintiff, to date, e.g. July 2022 is still not fully aware as to the extent of the damages caused during the 11/02/18 surgery, because he has not yet gained possession of the May 6th, 2022 Operative Report performed by \_\_\_\_\_ Gaston, M.D.

Irregardless, due to the Covid-19 disease pandemin, and according to the Kansas Supreme Court Administrative Order 2020-PR-016, a complement to Administrative Orders 2020-PR-13 and 2020-PR-15, on March 12, 2020 Kansas Governor Laura Kelly declared a disaster emergency similar to that executed by the then U.S. President Donald Trump on March 13, 2020. Such is a substitute for Senate Bill No. 102. These executive and/or Administrative Orders became effective on March 18th, 2020, as signed by the Kan.Sup.Ct. Justice Marla Luckert. These Administrative Orders suspended al non-emergency Court Hearings until lifted or removed by the Kansas Governor or U.S. President. Therefore, plaintiff's filing is well within the prescribed and statutory time limitations..

#### RELIEFS REQUESTED

Plaintiff asks this Court to grant him this petition, jury trial, summons upon defendants; enforcement of monetary/compensatory/punative/exemplary damage awards as found equitable by the jury or this Court, and all other relative motions pertaining to his civil action, i.e. tort claim.

RESPECTFULLY SUBMITTED

Robert D. Blaurock

CERTIFICATE OF SERVICE

This is to certify that on this 20<sup>th</sup> day of Sept. 2022, I forwarded to the Clerk of the U.S.D.Ct., Dist. of Kansas, by means of E-Filing a copy of Plaintiff's Request For Permission To Amend the Pleading/Petition, and that the Court and defendants have received copy of the same by U.S.P.S. Mail, first class, postage paid.

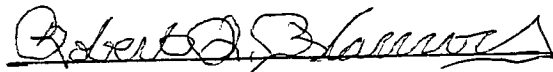
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Alaina D. Dressler, P.A.

Sworn to before me on this 20<sup>th</sup> day of Sept. 2022

\_\_\_\_\_  
Notary Public

Submitted under the penalty of perjury, K.S.A. 53-601 and/or  
28 U.S.C. § 1746 on the date indicated/mailed. No Notary Available.