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U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

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LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF LOUISIANA

KADLEC MEDICAL CENTER and
WESTERN PROFESSIONAL INSURANCE
COMPANY,

Plaintiffs

v.

LAKEVIEW ANESTHESIA ASSOCIATES (a
Professional Medical Corporation);
LAKEVIEW MEDICAL CENTER, LLC,
d/b/a Lakeview Regional Medical Center;
DR. MARK DENNIS; DR. WILLIAM J.
PREAU, III; DR. DAVID BALDONE; and
DR. ALLAN PARR,

Defendants

CIVIL ACTION NO:

04-0997

SECTION:

SECT. 1 MAG. 3

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Process *file to move*
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CtRmDep
Doc. No. *1*

COMPLAINT

Kadlec Medical Center and Western Professional Insurance Company, by their attorney Robert E. Kerrigan, Jr. of Deutsch, Kerrigan & Stiles, L.L.P., as and for a complaint against the defendants, allege as follows:

THE PARTIES

1. Plaintiff Kadlec Medical Center (“Kadlec”) is a not-for-profit corporation organized under the laws of the State of Washington, with its principal place of business in the State of Washington.

2. Western Professional Insurance Company (“Western Professional”) is a stock insurance company organized under the laws of the State of Washington with its principal place of business in the State of Washington.

3. Defendant Lakeview Anesthesia Associates, a Medical Professional Corporation, (“Lakeview Anesthesia”) is a corporation organized under the laws of the State of Louisiana, with its principal place of business in Louisiana. Lakeview Anesthesia is currently not a company in good standing with the Louisiana Secretary of State.

4. Defendant Lakeview Medical Center, LLC is a company organized under the laws of the State of Delaware, and with its principal place of business in the State of Tennessee. Lakeview Medical Center, LLC is currently doing business in Louisiana as Lakeview Regional Medical Center (“LRMC”).

5. At all times relevant to this action, defendant Dr. Mark Dennis has been a physician licensed by the State of Louisiana, a shareholder of Lakeview Anesthesia, the president of Lakeview Anesthesia, a member of the board of directors of LRMC, a member of the medical executive committee of LRMC, and chief of Anesthesiology for LRMC. Dr. Dennis

is a resident of the State of Louisiana. Dr. Dennis is named a defendant in this action in his individual capacity and in his following capacities: (a) president of Lakeview Anesthesia, (b) director of LRMC, (c) member of the LRMC medical executive committee, and (d) chief of Anesthesiology for LRMC.

6. At all times relevant to this action, defendant Dr. William Preau has been a physician licensed by the State of Louisiana and a shareholder of Lakeview Anesthesia. Dr. Preau is a resident of the State of Louisiana.

7. At all times relevant to this action, defendant Dr. David Baldone has been a physician licensed by the State of Louisiana and a shareholder of Lakeview Anesthesia. Dr. Baldone is a resident of the State of Louisiana.

8. At all times relevant to this action, defendant Dr. Allan Parr has been a physician licensed by the State of Louisiana and a shareholder of Lakeview Anesthesia. Dr. Parr is a resident of the State of Louisiana.

JURISDICTION AND VENUE

9. This court has jurisdiction of this action pursuant to 28 U.S.C. §1332 due to diversity of citizenship of the plaintiffs and defendants and because the amount in controversy exceeds \$75,000.

10. Venue is proper in this court pursuant to 28 U.S.C. §1391, as the individual defendants reside in this judicial district and a substantial part of the events or omissions giving rise to the claims occurred in this judicial district.

FACTUAL BACKGROUND

11. In January 1997, Lakeview Anesthesia hired Dr. Robert Lee Berry as an employee to work as an anesthesiologist for that company. At some time prior to March 2001,

Dr. Berry became a shareholder of Lakeview Anesthesia together with Doctors Dennis, Preau, DiLeo, Baldone, Levine, and Parr.

12. Lakeview Anesthesia is the exclusive provider of anesthesiology services to LRMC.

13. At some time during the year 2000, personnel at LRMC conducted an audit of Dr. Berry's narcotic medication records and discovered apparently excessive withdrawals of the drug Demerol by Dr. Berry, purportedly for use by his patients. Further, LRMC discovered that Dr. Berry repeatedly failed to properly document the use of narcotic drugs, documentation intended to prevent the misuse and abuse of those drugs.

14. In December 2000, LRMC's Chief Executive Officer, Dr. Max Lauderdale, told Dr. Dennis about the audit findings related to Dr. Berry.

15. As a result of his conversation with Dr. Lauderdale, Dr. Dennis spoke to Dr. Berry about the discrepancies involving the narcotics, but took no further action after merely accepting Dr. Berry's excuses. Meanwhile, LRMC took no further action and undertook no further investigation regarding Dr. Berry's drug usage and recordkeeping.

16. On March 13, 2001, during a 24-hour duty shift at LRMC, Dr. Berry failed to respond to a page for assistance from hospital personnel. Dr. Berry was found sleeping in a chair in the anesthesiology department and appeared to be sedated. Dr. Dennis was called to the hospital and saw that Dr. Berry was sedated and "not right." Dr. Dennis was told by Dr. Berry that Dr. Berry had taken the drug Valium.

17. Following this March 2001 incident of impairment at the hospital, LRMC and Lakeview Anesthesia recognized the impairment problem presented by Dr. Berry.

18. Despite their knowledge that Dr. Berry was impaired and putting patients at risk, the defendants did not take action to ensure that Dr. Berry was referred to a treatment program for impaired physicians. The defendants did not take action to ensure that Dr. Berry's drug dispensing activities were monitored.

19. Instead of working with Dr. Berry to ensure treatment for his drug impairment, Lakeview Anesthesia terminated Dr. Berry's employment effective March 13, 2001 "with cause." In the following excerpt from the March 27, 2001 termination letter, Lakeview Anesthesia recognized the serious danger presented by Dr. Berry's condition:

"As we have discussed on several occasions, you have reported to work in an impaired physical, mental, and emotional state. Your impaired condition has prevented you from properly performing your duties and puts our patients at significant risk."

A copy of the termination letter is attached to this Complaint as Exhibit A.

20. At least through its Chief Executive Officer and through Dr. Dennis, LRMC was fully aware of Dr. Berry's termination by Lakeview Anesthesia, and it was fully aware of the grounds for that termination.

21. Despite recognition of the danger presented by Dr. Berry, the defendants took no action to ensure that Dr. Berry's impairment was reported to the Louisiana State Board of Medical Examiners nor the National Practitioners Data Bank. Instead, the defendants conspired to keep Dr. Berry's impairment and unfitness secret.

22. After his termination by Lakeview Anesthesiology Dr. Berry sought employment through Staff Care, Inc., ("Staff Care") a temporary employment agency for medical professionals. In the course of conducting a background investigation into Dr. Berry's

professional history, Staff Care requested employment references for Dr. Berry, including references from Lakeview Anesthesia.

23. On June 3, 2001, at the request of Dr. Berry, Dr. Dennis wrote a letter of recommendation for Dr. Berry. In the handwritten letter, Dr. Dennis falsely claimed: "I have worked closely with Dr. Berry for the past four years. He is an excellent clinician with a pleasant personality. I am sure he will be an asset to your anesthesia service." Dr. Dennis' letter made no mention of Dr. Berry's termination "with cause" from Lakeview Anesthesia or any of the incidents that led to Dr. Berry's termination. A copy of this recommendation letter is attached to this Complaint as Exhibit B.

24. On June 3, 2001, at the request of Dr. Berry, Dr. Preau wrote a letter of recommendation for Dr. Berry. In the letter, Dr. Preau falsely praised Dr. Berry: "This is a letter of recommendation for Dr. Lee Berry. I have worked with him here at Lakeview regional medical center for four years. He is an excellent anesthesiologist. He is capable in all fields of anesthesia including OB, peds, C.V. and all regional blocks. I recommend him highly." A copy of this recommendation letter is attached to this Complaint as Exhibit C.

25. In September 2001, the Washington State Department of Health sent a questionnaire to LRMC asking, among other things, the period of time Dr. Berry held privileges at the hospital, whether those privileges had ever been restricted, whether Dr. Berry had been asked to resign, and whether there was any information in the hospital files which would indicate the applicant's inability to safely practice medicine.

26. Rather than respond truthfully to the specific requests of the Washington State Department of Health, LRMC did not complete the Washington State form with information known by LRMC. Instead, the Associate Administrator of LRMC merely gave the dates Dr.

Berry was on its active medical staff and gave no further information, falsely claiming that it was providing that information due to the “large volume of inquiries received in this office.” A copy of this response letter is attached to this Complaint as Exhibit D.

27. The same letter sent by LRMC to the Washington State Department of Health was also sent to Kadlec credentialing personnel.

28. Kadlec retained Dr. Berry’s services through Staff Care. In retaining Dr. Berry, Kadlec relied upon the letters of recommendation given by Doctors Dennis and Preau; the letter sent by LRMC to Kadlec, and the licensing investigation conducted by the Washington State Department of Health.

29. Dr. Berry began working at Kadlec beginning in late 2001.

30. On November 12, 2002, Dr. Berry was the anesthesiologist for a routine tubal ligation surgery performed on Ms. Kim Jones at Kadlec.

31. As a result of Dr. Berry’s gross negligence during Ms. Jones’ surgery, she suffered extensive brain damage. Ms. Jones has remained in a non-responsive, vegetative state since November 12, 2002.

32. Dr. Berry was impaired by drugs during Ms. Jones surgery, and Dr. Berry’s gross negligence and Ms. Jones resulting injuries were caused by Dr. Berry’s impairment. On information and belief, Dr. Berry’s impairment during Ms. Jones’ surgery was due to Dr. Berry’s continued use of narcotics.

33. After the tragic injury to Ms. Jones, Dr. Berry admitted to Kadlec personnel that he had diverted to his own use Demerol intended for patients.

34. As a result of Dr. Berry's conduct, a lawsuit for medical malpractice was brought in Washington State against Dr. Berry and Kadlec by Kim Jones and her family. Kadlec was required to respond for Dr. Berry's negligence under Washington law.

35. On April 14, 2003, during discovery in the Washington lawsuit, Kadlec first became aware of the termination letter given to Dr. Berry by Lakeview Anesthesia, receiving its first notice of the defendants' misrepresentations and misfeasance.

36. The claims of Ms. Jones and her family against Kadlec and Dr. Berry have now been settled prior to trial. Kadlec and its insurer, Western Professional paid \$7,500,000.00 to settle the lawsuit. Considering the actions and condition of Dr. Berry and the catastrophic injury sustained by Ms. Jones, the settlement by Kadlec was reasonable.

**FIRST CLAIM FOR RELIEF
INTENTIONAL MISREPRESENTATION**

(Defendants Lakeview Anesthesia, LRMC, Dr. Dennis and Dr. Preau)

37. The plaintiffs restate the allegations of paragraphs 1 through 36.

38. LRMC, Lakeview Anesthesia, Dr. Dennis and Dr. Preau knew that Dr. Berry was not fit to practice anesthesiology as he was impaired physically, mentally, and emotionally, and that his impairment placed Dr. Berry's patients at risk.

39. Dr. Dennis, individually and as representative of Lakeview Anesthesia, represented to Staff Care and Kadlec that Dr. Berry was "an excellent clinician" and that Dr. Dennis was "sure [Dr. Berry] will be an asset to your anesthesia service." Dr. Preau, individually and as representative of Lakeview Anesthesia, represented to Staff Care and Kadlec that Dr. Berry was "an excellent anesthesiologist," and "capable in all fields of anesthesia," and that Dr. Preau would "recommend [Dr. Berry] highly." As to these representations:

(a) Dr. Dennis and Dr. Preau knew these representations were false;

- (b) These representations were representations of material facts;
- (c) Dr. Dennis and Dr. Preau made these representations with the intent to deceive the recipients;
- (d) Dr. Dennis and Dr. Preau intended that these representations would induce the recipients to hire Dr. Berry;
- (e) Dr. Dennis and Dr. Preau knew that these representations would assist Dr. Berry in obtaining employment in the practice of anesthesiology, thus placing future patients at risk of harm at the hands of Dr. Berry;
- (f) Staff Care and Kadlec reasonably and justifiably relied on the representations made by Dr. Dennis and Dr. Preau;
- (g) Kadlec retained the services of Dr. Berry, an impaired physician, in reliance on these representations, and Dr. Berry's impairment resulted in the damage to Ms. Jones; and
- (h) Kadlec retained the services of Dr. Berry, an impaired physician, due to the misrepresentations by Lakeview Anesthesia, Dr. Dennis, and Dr. Preau which thereby caused the plaintiffs to sustain damages for the \$7,500,000 settlement to Ms. Jones and her family together with attorney fees and costs to defend the Jones lawsuit.

40. LRMC, represented to Kadlec and the Washington State Department of Health that it did not respond to the full request for information as to Dr. Berry's professional history due to the "large volume of inquiries received in this office." Further, LRMC misrepresented the professional history of Dr. Berry by failing to disclose the adverse information fully known to LRMC personnel. As to these representations and omissions:

- (a) LRMC knew these representations were false and the omissions made the overall representation false;
- (b) These representations were representations of material facts;
- (c) LRMC made these representations and omissions with the intent to deceive the recipients;
- (d) LRMC intended that these representations would induce Kadlec to hire Dr. Berry and would induce the State of Washington to issue a physician license to Dr. Berry;
- (e) LRMC knew that these representations would assist Dr. Berry in obtaining employment in the practice of anesthesiology, thus placing future patients at risk of harm at the hands of Dr. Berry;
- (f) Kadlec and the State of Washington reasonably and justifiably relied on the representations made by LRMC;
- (g) Kadlec retained the services of Dr. Berry, an impaired physician, and the State of Washington granted Dr. Berry a physician license in reliance on these representations, and Dr. Berry's impairment resulted in the damage to Ms. Jones;
- (h) Kadlec retained the services of Dr. Berry, an impaired physician, due to the misrepresentations by LRMC which thereby caused the plaintiffs to sustain damages for the \$7,500,000 settlement to Ms. Jones and her family together with attorney fees and costs to defend the Jones lawsuit.

41. If LRMC, Lakeview Anesthesia, Dr. Dennis and Dr. Preau had not made the foregoing misrepresentations, but rather they had disclosed the truth known to those defendants: Kadlec would not have retained Dr. Berry as an anesthesiologist; Ms. Jones would not have

sustained her tragic injuries; and the plaintiffs would not have sustained monetary losses arising from Dr. Berry's actions.

**SECOND CLAIM FOR RELIEF
NEGLIGENT MISREPRESENTATION**

(Defendants Lakeview Anesthesia, LRMC, Dr. Dennis and Dr. Preau)

42. The plaintiffs restate the allegations of paragraphs 1 through 41.

43. Dr. Dennis, individually and as representative of Lakeview Anesthesia, represented to Staff Care and Kadlec, that Dr. Berry was "an excellent clinician" and that Dr. Dennis was "sure [Dr. Berry] will be an asset to your anesthesia service." Dr. Preau, individually and as representative of Lakeview Anesthesia, represented to Staff Care and Kadlec, that Dr. Berry was "an excellent anesthesiologist," and "capable in all fields of anesthesia," and that Dr. Preau would "recommend [Dr. Berry] highly." As to these representations by Dr. Dennis and Dr. Preau:

- (a) These representations of fact were false;
- (b) If Dr. Dennis and Dr. Preau did not know these representations were false, Dr. Dennis and Dr. Preau did not exercise reasonable care in determining the truth of the representations;
- (c) These representations were made in the course of the profession and employment of Dr. Dennis and Dr. Preau;
- (d) Dr. Dennis and Dr. Preau had a further pecuniary interest in ensuring the employment of Dr. Berry by others so as to avoid liability to Dr. Berry for money due Dr. Berry as shareholder of Lakeview Anesthesiologists;

- (e) It was reasonably foreseeable that Staff Care, Kadlec, and others would take action to hire and license Dr. Berry as an anesthesiologist in reasonable reliance on these representations;
- (f) Dr. Dennis and Dr. Preau knew that these representations would assist Dr. Berry in obtaining employment in the practice of anesthesiology, thus placing future patients at risk of harm at the hands of Dr. Berry;
- (g) Ms. Jones was a surgical patient of Kadlec, which acted on the representations of Dr. Dennis and Dr. Preau, and Ms. Jones was a person one could expect to be placed in peril at the hands of Dr. Berry due to his undisclosed condition of impairment;
- (h) Kadlec retained the services of Dr. Berry, an impaired physician, in reasonable and justifiable reliance on these representations, and Dr. Berry's impairment resulted in the damage to Ms. Jones; and
- (i) Kadlec retained the services of Dr. Berry, an impaired physician, due to the misrepresentations by Lakeview Anesthesia, Dr. Dennis, and Dr. Preau which thereby caused the plaintiffs to sustain damages for the \$7,500,000 settlement to Ms. Jones and her family together with attorney fees and costs to defend the Jones lawsuit.

44. LRMC, represented to Kadlec and the Washington State Department of Health that it did not respond to the full request for information as to Dr. Berry due to the "large volume of inquiries received in this office." Further, LRMC misrepresented the professional history of Dr. Berry by failing to disclose the adverse information fully known to LRMC personnel. As to these representations and omissions:

- (a) LRMC knew these representations were false and the omissions made the overall representation false;
- (b) If LRMC did not know these representations were false, LRMC did not exercise reasonable care in determining the truth of the representations;
- (c) It was reasonably foreseeable that Kadlec and the State of Washington would take action to hire and license Dr. Berry as an anesthesiologist in reasonable reliance on these representations;
- (d) LRMC knew that these representations would assist Dr. Berry in obtaining employment in the practice of anesthesiology, thus placing future patients at risk of harm at the hands of Dr. Berry;
- (e) Ms. Jones was a surgical patient of Kadlec, which acted on the representations of LRMC, and Ms. Jones was a person one could expect to be placed in peril at the hands of Dr. Berry due to his undisclosed condition of impairment;
- (f) Kadlec retained the services of Dr. Berry, an impaired physician, in reasonable and justifiable reliance on these representations, and Dr. Berry's impairment resulted in the damage to Ms. Jones; and
- (g) Kadlec retained the services of Dr. Berry, an impaired physician, due to the misrepresentations by LRMC which thereby caused the plaintiffs to sustain damages for the \$7,500,000 settlement to Ms. Jones and her family together with attorney fees and costs to defend the Jones lawsuit.

45. Lakeview Anesthesia, LRMC, Dr. Dennis, and Dr. Preau failed to act reasonably in not disclosing the following in response to requests for references for Dr. Berry:

- (a) Dr. Berry's suspicious employment of large amounts of Demerol as revealed by the audit performed by LRMC.
- (b) Dr. Berry's use of Valium while on duty at LRMC.
- (c) Dr. Berry's sedation and inability to respond to pages while on duty at LRMC.
- (d) Dr. Berry's admitted emotional instability in March 2001.

46. If LRMC, Lakeview Anesthesia, Dr. Dennis and Dr. Preau had not made the foregoing misrepresentations, but rather they had disclosed the truth known to those defendants: Kadlec would not have retained Dr. Berry as an anesthesiologist; Ms. Jones would not have sustained her tragic injuries; and the plaintiffs would not have sustained monetary losses arising from Dr. Berry's actions.

**THIRD CLAIM FOR RELIEF
STRICT RESPONSIBILITY MISREPRESENTATION**

(Defendants Lakeview Anesthesia, LRMC, Dr. Dennis and Dr. Preau)

47. The plaintiffs restate the allegations of paragraphs 1 through 46.

48. Dr. Dennis, individually and as representative of Lakeview Anesthesia, represented to Staff Care and Kadlec, that Dr. Berry was "an excellent clinician" and that Dr. Dennis was "sure [Dr. Berry] will be an asset to your anesthesia service." Dr. Preau, individually and as representative of Lakeview Anesthesia, represented to Staff Care and Kadlec, that Dr. Berry was "an excellent anesthesiologist," and "capable in all fields of anesthesia," and that Dr. Preau would "recommend [Dr. Berry] highly." As to these representations by Dr. Dennis and Dr. Preau:

- (a) These representations of facts were false;
- (b) These representations were made based on the stated personal knowledge of Dr. Dennis and Dr. Preau;

(c) Dr. Dennis and Dr. Preau had a pecuniary interest in ensuring the employment of Dr. Berry by others so as to avoid liability to Dr. Berry for money due Dr. Berry as shareholder of Lakeview Anesthesiologists;

(d) Staff Care and Kadlec believed these representations were true;

(e) Kadlec retained the services of Dr. Berry, an impaired physician, in reasonable and justifiable reliance on these representations, and Dr. Berry's impairment resulted in the damage to Ms. Jones; and

(f) Kadlec retained the services of Dr. Berry, an impaired physician, due to the misrepresentations by Lakeview Anesthesia, Dr. Dennis, and Dr. Preau which thereby caused the plaintiffs to sustain damages for the \$7,500,000 settlement to Ms. Jones and her family together with attorney fees and costs to defend the Jones lawsuit.

49. If Lakeview Anesthesia, Dr. Dennis and Dr. Preau had not made the foregoing misrepresentations, but rather they had disclosed the truth known to those defendants: Kadlec would not have retained Dr. Berry as an anesthesiologist; Ms. Jones would not have sustained her tragic injuries; and the plaintiffs would not have sustained monetary losses arising from Dr. Berry's actions.

**FOURTH CLAIM FOR RELIEF
NEGLIGENCE**

*(Defendants Lakeview Anesthesia, LPMC, Dr. Dennis,
Dr. Preau, Dr. Baldone, and Dr. Parr)*

50. The plaintiffs restate the allegations of paragraphs 1 through 49.

51. Pursuant to the requirements of 42 U.S.C. §11133, the defendants had a duty to report the impairment of Dr. Berry's ability to practice medicine so as to prevent Dr. Berry from

transferring his medical licensure and endangering patients in jurisdictions outside Louisiana. The defendants breached this duty imposed by federal law which was instituted for the purpose of restricting the ability of incompetent physicians to move from state to state without disclosure or discovery of the physician's previous damaging or incompetent performance.

52. Pursuant to the requirements of La. Admin. Code, Title 46, part XLV, §6557, the defendants had a duty to report to the Louisiana Board of Medical Examiners the suspected diversion of narcotics by Dr. Berry. The defendants breached this duty imposed by Louisiana law which was instituted for the purpose of restricting the improper diversion of narcotic drugs by doctors and others involved in the dispensing of narcotic drugs.

53. Considering their knowledge that Dr. Berry was endangering the lives of patients, Lakeview Anesthesia, LRMC, Dr. Dennis, Dr. Preau, Dr. Baldone, and Dr. Parr had a professional and ethical duty to report Dr. Berry's impairment to the Louisiana State Board of Medical Examiners. The defendants breached these duties which are intended to protect unaware patients from unfit and impaired physicians.

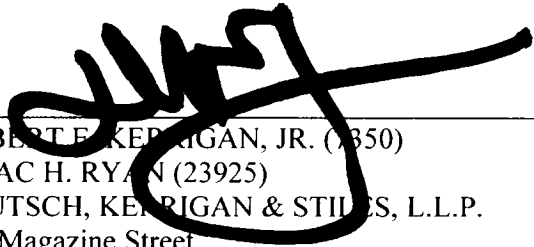
54. As a result of the defendants' breaches of the foregoing duties, Dr. Berry was allowed to continue to practice medicine in an impaired state and was able to obtain licensure in the State of Washington where his impairment was not known or suspected. Had these defendants not breached these duties, Ms. Jones would have been protected from harm at the hands of Dr. Berry. As a direct result of the defendants' breaches of their duties resulting in Ms. Jones injuries, plaintiffs have sustained monetary losses arising from Dr. Berry's actions.

55. The defendants' breaches of these duties caused the damage to Ms. Jones and the damage of plaintiffs' payment of the \$7,500,000 settlement to Ms. Jones and her family, together with attorney fees and costs to defend the Jones lawsuit.

56. If the defendants had not breached these duties to report the unfit and impaired condition of Dr. Berry, Kadlec would not have retained Dr. Berry as an anesthesiologist; Ms. Jones would not have sustained her tragic injuries; and the plaintiffs would not have sustained monetary losses arising from Dr. Berry's actions.

WHEREFORE, Kadlec Medical Center and Western Professional Insurance Company pray for a trial by jury and that the court render judgment in their favor and against Lakeview Anesthesia Associates, a Medical Professional Corporation; Lakeview Medical Center, LLC; Dr. Mark Dennis; Dr. William Preau; Dr. David Baldone; and Dr. Allan Parr as follows:

1. For damages sustained in the amount of \$7,500,000 (Seven Million Five Hundred Thousand Dollars) plus the expense of attorney fees and costs incurred in defending the underlying lawsuit described herein;
2. For legal and judicial interest from the date of filing of this lawsuit; and
3. For any other relief afforded by law.



ROBERT E. KERRIGAN, JR. (350)
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309 N. Water Street
Milwaukee, WI 53202
Telephone: (414) 223-3300

LAKEVIEW ANESTHESIA ASSOCIATES
(A Professional Medical Corporation)
P.O. Box 1818
Mandeville, Louisiana 70470-1818

March 27, 2001

CERTIFIED MAIL
Return Receipt Requested

R. Lee Berry, M.D.
329 Dumnyline Rd.
Madisonville, LA 70447

CONFIDENTIAL

RE: Termination of Employment

Dear Lee:

Please consider this correspondence your written notice of termination "with causa." As we have discussed on several occasions, you have reported to work in an impaired physical, mental, and emotional state. Your impaired condition has prevented you from properly performing your duties and puts our patients at significant risk. As we previously discussed, please consider your termination effective March 13, 2001.

If you have any questions or would like to discuss this matter further, please contact our attorney, David R. Sherman at (504) 830-4110. Thank you for your cooperation.

Sincerely,

Lakeview Anesthesia Associates
(A Professional Medical Corporation)

By: Mark Dennis M.D.
Mark Dennis, M.D.

William Preau, III, M.D.
William Preau, III, M.D.

Allan Patz, M.D.
Allan Patz, M.D.

David C. Baldone, M.D.
David Baldone, M.D.

MSD/ra



Jun 03 01 12:18p

Mark Dennis

504-626-5719

p. 1

Lakeview Anesthesia Associates
Covington, Louisiana
June 3, 2001

Dear Sirs:

I have worked closely with Dr Bevy for the past four years. He is an excellent clinician with a pleasant personality. I am sure he will be an asset to your anesthesia service. Thank you.

Sincerely,

Mark S Dennis, MD



08/03/2001 11:31 5048984945

WILLIAM PREAU

PAGE 01

June 3, 2001

Dear Sirs,

This is a letter of recommendation for Dr. Lee Berry. I have worked with him here at Lakeview regional medical center for four years. He is an excellent anesthesiologist. He is capable in all fields of anesthesia including OB, peds, C.V. and all regional blocks. I recommend him highly.

Sincerely,

William J. Preau III M.D.

William J. Preau III M.D.



 **Lakeview Regional
Medical Center**

RECEIVED

OCT 29 2001

Health Professions Section

October 26, 2001

Washington State Department of Health
Attention: Betty Elliott
1300 Southeast Quince Street
Olympia, Washington 98504

To Whom It May Concern:

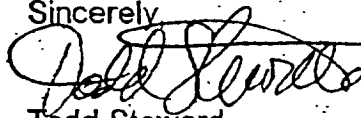
Re: Robert Lee Berry, M.D.

This letter is written in response to your inquiry regarding the above referenced physician. Due to the large volume of inquiries received in this office, the following information is provided.

Our records indicate that Dr. Robert L. Berry was on the Active Medical Staff of Lakeview Regional Medical Center in the field of Anesthesiology from March 04, 1997 through September 04, 2001.

If I can be of further assistance, you may contact me at (504)867-4076.

Sincerely



Todd Steward
Associate Administrator

TS:rak



95 East Fairway Drive
Covington, LA 70433

(504) 867-2000

P.O. Box 8930
(Billing address only)
Mandeville, LA 70470