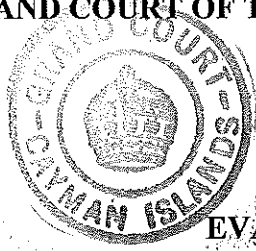


IN THE GRAND COURT OF THE CAYMAN ISLANDS

GO 148

CAUSE NO. OF 2015

BETWEEN:



EVANGELINA CURRY

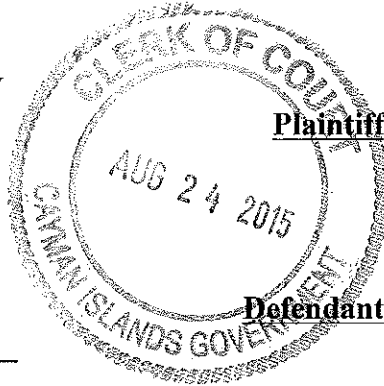
Plaintiff

And

ZOLTAN SZUCS

Defendant

\$200-  
AUG 24 2015  
R# 225462



WRIT OF SUMMONS

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of August 2015

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

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## STATEMENT OF CLAIM

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1. The Plaintiff is a retiree, who resides at No. 4 186 South Church Street, Grand Cayman.
2. The Defendant is a registered medical practitioner and practices as a bariatric, gastrointestinal and general surgeon.
3. The Plaintiff was referred to the Defendant in October 2013 complaining of symptoms of retrosternal burning pain, burning of the vocal cords and hoarseness.
4. On or about October 2013 the Plaintiff attended at the Defendant's clinic complaining of the aforementioned symptoms and sought medical treatment in respect of them.
5. Accordingly, there came into being a contract between the Plaintiff and the Defendant for the provision of the said advice, care and treatment and it was an implied term of the contract that the Defendant would exercise all reasonable professional care and skill in performing the same.
6. Further or alternatively, the Defendant owed the Plaintiff a duty of care to exercise all reasonable professional care and skill in providing the Plaintiff with advice, care and treatment.
7. The Defendant diagnosed the Plaintiff with hiatal hernia and informed her that surgery would resolve her symptoms. No diagnostic testing or evaluation of the Plaintiff's symptoms was carried out. Prior to surgery the Defendant did not inform the Plaintiff of the risks of surgery, nor were any alternative options discussed. The Plaintiff's consent to surgery was therefore not full, free and informed and any such surgery constituted a battery.
8. On or about the 17<sup>th</sup> October 2013 the Defendant performed an alleged hiatus hernia repair and fundoplication surgery upon the Plaintiff.

9. The said surgery was negligent and in breach of duty and breach of contract, which said breaches led the Plaintiff to suffer personal injuries, loss damage, inconvenience and expense.
10. Immediately after the surgery the Plaintiff began to suffer from intractable nausea, vomiting and foaming at the mouth. She was unable to tolerate even clear fluids.
11. No further tests were carried out upon the Plaintiff, and in particular no esophagram or upper endoscopy.
12. On or about the 19<sup>th</sup> October 2013 the Plaintiff was returned to the operating theatre where she underwent further surgery and in particular a laparoscopic loosening of the sutures.
13. The said further surgery was also negligent and in breach of duty and failed to use reasonable care and skill in the treatment and advice in which he gave the Plaintiff and breach of contract, which said breaches led the Plaintiff to suffer personal injuries, loss damage, inconvenience and expense.

#### Particulars of Negligence & Breach of Contract

14. The Defendant was negligent and in breach of duty, and in breach of contract in respect of both operations in the following manner: -
  - a. Failed, refused or neglected to carry out any, or any adequate pre operative investigations;
  - b. In particular, a failure to evaluate esophageal motility pre-operatively;
  - c. Failed, refused or neglected to investigate and/ or confirm whether a non-surgical option existed;
  - d. Failed, refused or neglected to inform the Plaintiff of any material risks in the surgery proposed;
  - e. During the course of surgery failed, refused or neglected to perform the hiatal hernia repair;

- f. Notwithstanding the above, documented that such a repair had been performed;
- g. Misplaced the fundoplication;
- h. Placed the fundoplication upon the Plaintiff's stomach rather than the esophagus;
- i. Failed to use an esophageal bougie to prevent tight fundoplication;
- j. Failed to calibrate the fundoplication with a dilator;
- k. Dissected the Plaintiff's Vagus Nerves;
- l. Failed to make any objective evaluation of the first fundoplication prior to returning the Plaintiff to the operating room;
- m. Failed, refused or neglected to carry out any or any adequate repairs;
- n. Failure to adequately manage the Plaintiff's post operative symptoms;
- o. The Plaintiff will rely on the doctrine of Res Ipsa Locquiter.
- p. By reason of the aforementioned the standard of care afforded to the Plaintiff fell below that which a reasonable body of qualified medical practitioners would find acceptable.

#### Particulars of Injuries, Loss and Damage

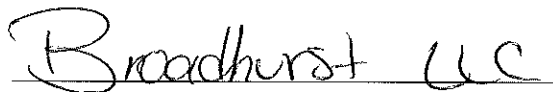
15. By reason of the aforementioned the Plaintiff has suffered personal injury, loss and damage and in particular: -
  - a. Ongoing nausea and vomiting;
  - b. Immediately post surgery, foaming at the mouth;
  - c. Ongoing inability to ingest;
  - d. Difficulty swallowing;
  - e. Caused the Plaintiff to become malnourished;
  - f. Caused the Plaintiff to have to undergo 3 further operations;
  - g. Affected the Plaintiff's quality of life by reason of her inability to eat;
  - h. The Plaintiff has become anemic;
  - i. The Plaintiff's prognoses is poor;
  - j. The Plaintiff's losses are ongoing and further particulars will be provided prior to trial.

Particulars of Special Damage

16. By reason of the aforementioned the Plaintiff has been caused to suffer Special Damage, including but not limited to medical and travel expenses. Full particulars will be provided prior to trial.

**AND THE PLAINTIFF CLAIMS:**

- A. Damages for breach of duty/ negligence and contract;
- B. Damages for battery;
- D. Pre-Judgment interest on damages pursuant to the Judicature Law (2007 Revision);
- E. Post-Judgment interest on damages pursuant to the Judicature Law (2007 Revision);
- F. Costs;
- G. Such other relief as this Honorable Court sees fit.



**BROADHURST LLC**

Attorneys-at-Law for the Plaintiff

This Statement of Claim is issued by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 2503, Grand Cayman KY1-1104 or 40 Linwood Street, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2015

BETWEEN:

EVANGELINA CURRY

Plaintiff

And

ZOLTAN SZUCS

Defendant

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ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

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If you intend to instruct an Attorney to act for you, give her this form IMMEDIATELY.

Important

*Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.*

*Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.*

- 
1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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  2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
Yes [ ] No [ ]

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  3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)  
Yes [ ] No [ ]

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Service of the Writ is acknowledged accordingly.

(Signed) \_\_\_\_\_  
[Attorney] for  
[Defendant in Person]

Address for service:

*Please see overleaf.....*

## NOTES ON ADDRESS FOR SERVICE

**Attorney:** where the Defendant is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

**Defendant in person:** where the Defendant is acting in person, he must give his post office box number and physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

BROADHURST LLC. BARRISTERS  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET,  
GEORGE TOWN,  
PO BOX 2503  
CAYMAN ISLANDS, KY1-1104

*Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.*

## DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. *A Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

*See over for notes for guidance.*

## NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, he must complete the form with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.