

**District Court for Prague 4 Court Regiment**

Na Míčánkách

28th Regiment 1533 / 29b

100 83 Prague 10 - Vršovice

Česká republika

Complainant:

Michał Siemaszko

ul. Gierymskich 4/9

30-824 Kraków

Poland

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Defendants:

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2. Uroklínium s.r.o.  
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3. MuDr. Joseph Stolz, Urologická klinika Uroklínium Praha  
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## **Complaint for damages to health and natural rights due to gross negligence by the Defendants**

The present complaint (hereinafter referred to as the “Complaint”) is filed under the provisions of § 2956 and § 2958 of Act No. 89/2012 Coll., The Civil Code, for damage to health and natural rights due to gross negligence committed by the Defendants.

- I. The Complainant, Mr. Michal Siemaszko, resident of Gierymskich 4/9, 30-824 Krakow, Poland, was assaulted in January 2014 in Poland, which resulted in thus far permanent bodily injury–genitourinary and nervous system damage due to penetrating trauma in left groin area.

It is evident from medical documentation collected since assault in January 2014–i.e. reports and diagnostic imaging from:

- multiple Ultrasound exams of urinary tract,
- Computer Tomography exam of pelvis area,
- Magnetic Resonance exam of nerves (MR Neurography) in pelvis area,
- Ultrasound exam of nerves in pelvis area,
- Optical Coherence Tomography (OCT) exam of area where scars from stab/puncture wounds are visible, and
- Report summarizing these findings, prepared by specialist in neurology and plastic surgery from Millesi Center in Vienna, Austria

–that serious medical problem existed before December 14, 2015 visit in Prague and exists to this day.

- 1) Report from examinations and consultations with physician specializing in neurology and plastic surgery provides clear explanation of how stab/puncture wounds, visible as scars also at the time of visit in Prague on December 14, 2015, connect to neurological and urological symptoms present and described in email communication prior to and during the December 14, 2015 visit in Prague:

*(...) We studied the provided recently performed Neuro MRI of the patient pelvis with our radiologist (...) The MRI showed a thickening of the left lateral cutaneous femoral nerve at the area of the positive Tinel sign and a thickening of the left genitofemoral nerve at the anterior-medial aspect of the psoas muscle, a region just before the genital branch of the genitofemoral nerve enters the spermatic cord. In addition, docent (...) performed a high-resolution Ultrasound study of the inguinal area on the left side which showed the same thickening of the nerve and scar formation. The distance from the hyperpigmented spots in the inguinal area on the left side to the point where the left lateral cutaneous femoral nerve shows a significant scar and an hour-glass deformation was measured with about 5cm. If we follow these findings and the assumption of a penetrating needle lesion at the left inguinal region including injection of an unknown substance, it is possible that a 5cm long needle is able to reach the left lateral cutaneous femoral nerve, the genitofemoral nerve, and as well the autonomous nerval plexus which innervates the bladder of the patient. (...)*

*(...) In summary, we found a clear pathology of the lateral cutaneous femoral nerve and the to a lower extent of the genitofemoral nerve on the left inguinal area. There are several punctiform skin hyperpigmentation in the inguinal area and the distance to the lesion of the most superficial nerve is about 5cm. The symptoms the patient suffered could be explained by the assumption of a needle attack including the injection of an unknown substance. (...)*

Proof:

- Report from examinations and consultations with physician specializing in neurology and plastic surgery, conducted on April 6 and 20, 2018
- Clinical images from examinations and consultations with physician specializing in neurology and plastic surgery, conducted on April 6 and 20, 2018

2) Reports and diagnostic imaging from Ultrasound (USG) examination of nerves in pelvis area as well as Magnetic Resonance (MR Neurography) examination of nerves in pelvis area—which would have been conducted much earlier if problem was not so severely ignored, dismissed, during December 14, 2015 visit in Prague—both clearly confirm presence of neurological impairment:

- (a) (...) *Ultrasound reveals a marked swelling of the femoral cutaneous lateral nerve at the level of the anterior superior iliac spine. The nerve swelling extends approximately for 15 mm. (...) The cross sectional diameter of the thickened nerve is 3 times above the normal value. The findings correspond to the previous MRI. (...)*
- (b) (...) *Functional nerve imaging reveals hourglass-shaped restricted diffusion in the lateral cutaneous nerve of the thigh across the inguinal ligament. (...) MR scan findings are suggestive of entrapment of the lateral cutaneous nerve of the left thigh due to scarring in the left tensor fascia lata with altered signal and restricted diffusion. (...) There is also thickening and altered signal in the left genitofemoral nerve. (...)*

Proof:

- Report from Ultrasound examination of nervous system, conducted on April 6, 2018
- Selected frames from Ultrasound examination of nervous system, conducted on April 6, 2018
- Report from Magnetic Resonance examination of nervous system, conducted on March 12, 2018
- Selected frames from DICOM data from Magnetic Resonance examination of nervous system, conducted on March 12, 2018

3) Report and diagnostic imaging from Computed Tomography (CT) examination of pelvis and Optical Coherence Tomography (OCT) examination of scars from stab/puncture wounds—resulting from January 2014 assault and clearly visible during December 14, 2015 visit in Prague and visible to this day—both confirm presence of scar tissue forming around multiple stab/puncture wounds in groin area:

*(...) Condition after penetrating trauma left pelvic, dysaesthesia, neurological impairment. (...) The skin scar is also detectable by computer topographically as low subcutaneous compression zone in the course via the proximal and anterior portion of the tensor fascia latae muscle. (...) Severe cutaneous scarring (...) around the left superior anterior iliac spur and neighboring parts of the tensor fascia lata muscle. (...)*

Proof:

- Report from Computed Tomography examination of pelvis, conducted on February 13, 2018
- Selected images from Optical Coherence Tomography (OCT) examination of area where scars from stab/puncture wounds are visible, conducted on April 6, 2018

4) Reports from Ultrasound (USG) examinations of urinary tract—conducted in January 2016, right after December 14, 2015 visit to Prague, as well as few weeks after the January 2014 assault—both show significant urological problems which require further testing in order to establish comprehensive diagnosis:

- (a) (...) *Urinary bladder (...) Post-void retention ca. 390 ml!!! (...)*
- (b) (...) *Huge residual urine: 260ml (...) Diagnosis: Erectile dysfunction, Neurogenic bladder disorder (...)*

Proof:

- Report from Ultrasound examination of urinary tract (images, description), conducted on January 11, 2016
- Report from Ultrasound examination of urinary tract (images, description), conducted on January 29, 2014

II. Because of repeated refusal to conduct examinations, ordering incorrect examinations or giving erroneous diagnoses by Polish physicians on at least 4 separate occasions since assault in January 2014, the Complainant in second half of 2015 started searching outside Poland for good quality healthcare facilities capable of conducting comprehensive medical examinations and consultations to properly diagnose Complainant's health condition, to supplement evidence in criminal case to investigate cause of these permanent bodily injuries, and to start proper treatment. During that time, the Complainant got in contact with clinics based in Germany, Spain, and Switzerland, and on October 24, 2015, the Complainant got in contact with the Defendant No. 1 (European Patient Service s.r.o.).

After several weeks' deliberations, due to Defendants' repeated assurances of their capabilities and expertise, as well as proximity and cost efficiency due to being able to conduct all of the necessary examinations and consultations in a 2-day period and obtain a comprehensive diagnosis along with treatment recommendations at a cost the Complainant could afford, the Complainant ultimately chose offer from the Defendant No. 1.

All arrangements of any significance, between the Complainant and the Defendant No. 1, are covered in email communication starting from October 24, 2015, through December 2015, including:

- That comprehensive diagnosis of Complainant's health condition is required and would be provided by the Defendants along with treatment recommendations,
  - The scope of services to be provided,
  - The compensation for services being provided,
  - The schedule on which services would be provided,
  - The schedule on which results would be delivered,
  - That in order to establish a comprehensive diagnosis of Complainant's health condition and recommend treatment, additional examinations—outside of package the Complainant bought—might be needed and this would be decided on-site,
  - Written description of symptoms and medical documentation available was provided by the Complainant, well over a month before December 14, 2015 visit in Prague,
  - That English language which would be used for both spoken and written communication, including during examinations and consultations and their results
- 1) In that very first email on October 24th, 2015, the Complainant provided background for his inquiry—i.e. injury to genitourinary and chronic problems related to this injury—as well as intent for his inquiry—i.e. conducting any necessary examinations and consultations in order to receive

a comprehensive diagnosis and treatment recommendations—and outlined list of examinations and specialist consultations being sought, also asking for delivery of results in English language. The very next day, on October 25th, 2015, representative of Defendant No. 1 replied with confirmation such services can be offered, i.e.:

*(...) We confirm we do provide the healthcare you are seeking for. (...)*

Proof:

- Email from the Complainant, dated 2015/10/24
- Email from the Defendant No. 1, dated 2015/10/25

- 2) On October 29th, 2015, the Complainant, after speaking with representative of the Defendant No. 1 on the phone and being told that offer would be provided within two weeks, sent email to the Defendant No. 1, confirming awaiting offer details and providing more information regarding health condition.

Proof:

- Email from the Complainant, dated 2015/10/29

- 3) On November 5th, 2015, the Complainant received first offer from the Defendant No. 1, outlining scope of services to be provided and their cost, as well as confirming again English language fluency of specialists involved:

*(...) I can now confirm we can arrange a package of the examinations for you. It consists of the following examinations and procedures:*

- \* Physical examination of abdomen, lower-abdomen, genital,*
- \* Digital examination of rectum,*
- \* Palpation examination of prostate,*
- \* Ultrasound examination of prostate, kidneys, urinary bladder and genitals,*
- \* Doppler examination of the blood-flow in genitals,*
- \* Uroflowmetry,*
- \* Complex laboratory tests (blood, biochemicals, hormones, serology, STD, kidneys),*
- \* Sperm and urine cultivation (...)*

*(...) All doctors speaks fluent English (...)*

*(...) The package costs € 650 (...)*

Proof:

- Email from the Defendant No. 1, dated 2015/11/05

- 4) On November 8th, 2015, the Complainant replied to email message from the Defendant No. 1 with this first offer, provided clarification regarding injury—i.e. assault which happened in January 2014, and its result being all the symptoms described happening suddenly and at the same time since the assault—and confirmed that sworn English language translations of medical documentation would be provided within a week time, which the Complainant ordered with

translator specifically so that all relevant information can be provided to the Defendants before visit.

Proof:

- Email from the Complainant, dated 2015/11/08

- 5) On November 12th, 2015, the Complainant received second offer from the Defendant No. 1—a more comprehensive package, consisting of same examinations as specified in first offer, in addition to Magnetic Resonance imaging examination (MRI) and "*comprehensive sperm cultivation test incl. spermiogram*"; in that same email message, the Defendant No. 1 confirmed that full package would cost 1250 EUR, that all examinations and consultations would be conducted in 48 hours, that results would be provided within that time period, and that based on results comprehensive diagnosis would be established and treatment recommendations offered:

*(...) I have found another Clinic in the center of Prague which can provide the same urogenital diagnostics as below but with extra MRI and more comprehensive sperm cultivation test incl. spermiogram. All the examination will be done in 48 hours and the Clinic is, based on the results, prepared to offer the following treatment. The price of this package is €1250. (...)*

Proof:

- Email from the Defendant No. 1, dated 2015/11/12

- 6) On November 12th, 2015, as per earlier multiple requests from the Defendant No. 1 to provide more detailed information regarding health condition, the Complainant provided the Defendant No. 1 with sworn English language translations of medical documentation available and a more detailed description regarding symptoms present ever since assault in January 2014, asking the Defendant No. 1 again to confirm that specialists tasked with performing examinations and consultations have sufficient qualifications and experience in properly diagnosing such cases.

Proof:

- Email from the Complainant, dated 2015/11/12

- 7) On November 29th, 2015, the Complainant decided to go ahead with the second offer presented by the Defendant No. 1 and contacted the Defendant No. 1 via email asking the Defendant No. 1 to schedule an appointment. It was again confirmed that all consultations and examinations would be conducted in the period of 48 hours, results from examinations provided within 48 hours, and any additional examinations needed—outside those which were part of package chosen—would be ordered on-site if such would be required to collect sufficient information needed to comprehensively diagnose Complainant's health condition and recommend treatment.

Proof:

- Email from the Complainant, dated 2015/11/29

- 8) On November 30th, 2015, the Complainant received confirmation from the Defendant No. 1 of taking order for second package of services being offered, to be conducted on-site in Prague, on a 2-day schedule, for the cost of 1250 EUR:

*(...) I would like to thank you for your interest. I am happy to confirm the cost of € 1250 for the 2 day diagnostic package. The list of the examinations includes the necessary test required for setting the diagnose (...) so no additional time of stay should be necessary. (...)*

Proof:

- Email from the Defendant No. 1, dated 2015/11/30

- 9) On December 1st, 2015, the Complainant sent to the Defendant No. 1 a confirmation of bank transfer made in the amount of 250 EUR as an advance payment for services to be provided as part of second package chosen, asking the Defendant No. 1 to provide a list of available dates.

Proof:

- Email from the Complainant, dated 2015/12/01

- 10) On December 3rd, 2015, the Complainant received from the Defendant No. 1 a confirmation of 20% advance payment (250 EUR) being accepted.

Proof:

- Email from the Defendant No. 1, dated 2015/12/03

- 11) On December 7th, 2015, the Complainant received from the Defendant No. 1 a list of available dates for on-site comprehensive examinations.

Proof:

- Email from the Defendant No. 1, dated 2015/12/07

- 12) On December 8th, 2015, due to several occurrences of the Defendant No. 1 not returning Complainant's phone calls and not replying to Complainant's emails, the Complainant reiterated in message sent to the Defendant No. 1 the context for these consultations and examinations being sought, re-emphasized result expected—comprehensive diagnosis, all documentation in English language so the Complainant could also order a forensic expertise needed in criminal case to investigate cause of these permanent bodily injuries, as well as treatment recommendations—and asked for clarification regarding schedule on which examinations would be conducted and required preparation for those.

Proof:

- Email from the Complainant, dated 2015/12/08

- 13) On December 8th, 2015, the Complainant received a reply from the Defendant No. 1, where first attempt to shift all responsibility by the Defendant No. 1 (EPS) to Defendant No. 2 (Uroklínikum) was made; in that same email message, the Defendant No. 1 again confirmed most important arrangements pertaining to scope of services being provided, schedule on which services would be provided and results delivered and that on-site it would be decided if any additional tests—outside package being chosen and paid for—are needed in order to establish comprehensive diagnosis of Complainant's health condition and recommend treatment, as well



as clarified that dates proposed in email from the Defendant No. 1 are for MRI and spermiogram examinations, which needed to be booked in advance for availability:

*(...) Within 60 minutes the doctor will discuss with you the problems you're having and review the treatment you already had - this is the vital part of the whole procedure of setting a right diagnose. Then he will decide if any extra tests are required or he will do the ones from the Urology package. The only two test which needed to be booked for the availability is the MRI and spermiogram (...) we still work within the frame of 48 hours for setting the diagnose. (...)*

Proof:

- Email from the Defendant No. 1, dated 2015/12/08

14) On December 9th, 2015, despite first troubling signs being visible in behavior exhibited by the Defendant No. 1—including shifting of responsibility and communication problems—the Complainant ignored those and decided to confirm with the Defendant No. 1 the dates of December 14 and 15, 2015, for on-site examinations and consultations in Prague. Same day the Complainant wired the remaining 80% (1000 EUR) to Defendant No. 1 and arranged for accommodation in Prague—December 13 through 16, 2015, including an additional day in case more examinations would need to be conducted before comprehensive diagnosis and treatment recommendations could be provided.

Proof:

- Email from the Complainant, dated 2015/12/09
- Booking.com confirmation of 13-16 December, 2015, stay in Prague

15) On December 10th, 2015, the Complainant received from the Defendant No. 1 a confirmation of remaining 80% payment (1000 EUR) being accepted. In that same email message, the Complainant received for the first time details regarding health facilities where services the Complainant paid for would be delivered, including name of facility (Defendant No. 2) and doctor (Defendant No. 3) where initial examinations and consultations were to take place. Again, the Defendant No. 1 confirmed regarding English language fluency of staff tasked with conducting examinations and that MRI examination was scheduled for Monday, December 14, 2015, and spermiogram for Tuesday, December 15, 2015.

That email message also included an attachment—“*Price List of Facultative Other Services*”—which lists “*Translation of the medical documentation (up to 6 pages)*” as included in all packages above 300 EUR. Therefore—aside from multiple assurances the Complainant received thus far from the Defendant No. 1 regarding spoken and written English language fluency and language in which results of examinations and consultations would be provided—it was again implied in this document that all medical documentation the Complainant was to receive from consultations and examinations would be provided in English language, considering package the Complainant bought cost 1250 EUR.

Proof:

- Email from the Defendant No. 1, dated 2015/12/10
- "Price List of Facultative Other Services", received in email from the Defendant No. 1, dated 2015/12/10



In summary:

- 1) The Complainant paid the Defendant No. 1 sum of 1250 EUR as compensation for services–full package of examinations and consultations to be conducted on-site in Prague,
- 2) Full package for which the Complainant paid the Defendant No. 1 was agreed to consist of consultations and all of the following examinations:
  - Physical examination of abdomen, lower-abdomen, genital,
  - Digital examination of rectum,
  - Palpation examination of prostate,
  - Ultrasound examination of prostate, kidneys, urinary bladder, and genitals,
  - Doppler examination of the blood-flow in genitals,
  - Uroflowmetry,
  - Complex laboratory tests (blood, biochemicals, hormones, serology, STD, kidneys),
  - Urine cultivation
  - Comprehensive sperm cultivation test incl. spermiogram
  - MRI of pelvis area
- 3) All consultations and examinations were agreed to be conducted within a 2-day period on-site in Prague,
- 4) All results were agreed to be provided within the same 2-day period so comprehensive diagnosis could be established and treatment recommendations offered,
- 5) Dates of December 14 and December 15, 2015, were chosen to conduct all of the consultations and examinations on-site in Prague,
- 6) Additional examinations–outside of the package the Complainant bought–would be ordered and conducted so it's possible to gather relevant data in order to establish comprehensive diagnosis and recommend treatment,
- 7) Comprehensive diagnosis of Complainant's health condition was being sought along with treatment recommendations,
- 8) Written description of symptoms and available medical documentation was provided by the Complainant to the Defendant No. 1 a month before visit to Prague,
- 9) Context–criminal assault in January 2014, resulting in observed bodily injury–was explained to the Defendant No. 1 as well as need to supplement medical documentation and prepare a forensic expertise, in addition to establishing a comprehensive diagnosis and receiving treatment recommendations,
- 10) English language was agreed to be used for both spoken and written communication, including during examinations, consultations and in results received

III. The Complainant arrived in Prague on December 13, 2015 in the evening and on Monday, December 14, 2015, around 8:40 AM, showed up at the facility operated by the Defendant No. 2 (Uroklínium s.r.o.), where initial consultation and examinations were supposed to be conducted.

Further troubling signs became apparent when upon arrival the Complainant was informed by a representative of the Defendant No. 1, who was also present at the facility, that examination previously scheduled and confirmed in writing–MRI of pelvis area–was rescheduled to Tuesday,

December 15, 2015. Therefore, at the very start of that day, December 14, 2015, because of this last minute rescheduling and, especially, further unreasonable actions on part of the Defendants that day—during and right after consultation with the Defendant No. 3 (Dr. Stolz)—it became clear to the Complainant that it was impossible for the Defendants to deliver on their obligations to conduct all necessary examinations, recommend and conduct any additional examinations and consultations—which were clearly necessary to gather additional data regarding neurological impairment and scars—and provide results and establish comprehensive diagnosis along with treatment recommendations by end of next day, December 15, 2015.

At around 9:00 AM, consultation with the Defendant No. 3 started. After around 30 minutes it became apparent to the Complainant that the Defendant No. 3 is incapable of properly diagnosing Complainant's health condition due to committing multiple errors:

- 1) incorrectly performed physical examination of Complainant's body—by repeatedly ignoring presence of scar tissue forming around multiple stab/puncture wounds in left groin area visible with naked eye, attributing presence of scars in left groin area to a different point in time than that which the Complainant clearly described was cause of all of these symptoms happening all at the same time, i.e. due to assault in January 2014, thus missing key connection for all neurological, genital and urological symptoms present;
- 2) incorrectly performed USG examination of Complainant's urinary bladder—where results from properly conducted USG of urinary bladder, done in January 2016, right after December 14, 2015 visit, as well as few weeks after the January 2014 assault, clearly show serious urinary bladder problems including significant urine retention, excessive bladder capacity, and neurogenic bladder; in addition, no diagnostic imaging data was ever provided to the Complainant from this examination;
- 3) incorrectly performed Doppler examination of blood-flow in Complainant's genitals—despite ordering this examination to evaluate erection problems the Complainant suffered due to these injuries, and properly conducted erection examination in January 2016, right after December 14, 2015, visit clearly corroborated this problem, the Defendant No. 3 did not administer any intracavernosal injection to Complainant's penis to cause erection and correctly evaluate this symptom, nor provided any results including no diagnostic imaging data from this examination;
- 4) persistently ignored symptoms shown and described by the Complainant—several weeks prior to December 14, 2015 visit in Prague in writing, and during the December 14, 2015 visit in person—including serious neurological impairment as well as scars from wounds in left groin area visible with naked eye at the time of visit and to this day, but missing on photos taken prior to January 2014 assault which the Complainant showed to the Defendant No. 3 for visual comparison;
- 5) persistently claimed he sees no problems at all—both during that consultation on December 14, 2015, and in written report the Complainant received with 2-week delay on December 30, 2015—despite all of the symptoms described in writing and in person by the Complainant were present prior to and during the December 14, 2015, visit in Prague and are well documented by now, as is evident from medical documentation above-mentioned and annexed;
- 6) canceled essential examinations—the Complainant purchased entire 1250 EUR package of examinations and consultations, all of which were supposed to be conducted in order to collect information necessary to comprehensively evaluate the Complainant's health condition in order to establish diagnosis and offer treatment, yet examinations addressing specific symptoms such as problems with urination, pain in urethra during urination, neurogenic bladder—including

Uroflowmetry examination—were canceled by the Defendant No. 3 during that visit, due to claims of the the Defendant No. 3 that there is no problem;

- 7) failed to order further examinations—immediately after it became apparent during visit on December 14, 2015, that such are required in order to collect necessary information regarding symptoms described by the Complainant, including those observable—neurological impairment, scars from wounds in left groin area—in order to be able to establish a factual, proper diagnosis and offer treatment recommendations by end of next day, as was previously agreed by the Defendants;

Consultation with the Defendant No. 3 that day lasted no longer than 60 minutes. Due to committing the above listed errors, including cancellation of very important examinations, and literally attempting to convince the Complainant that these problems do not exist and the Complainant should be referred for psychological assessment—as is also evidenced in written report from this visit the Complainant received with 2-week delay on December 30, 2015—there was little choice left for the Complainant but to ask for refund. After leaving office of the Defendant No. 3 around 10:00 AM, outside the office the Complainant spoke with representative of the Defendant No. 1 about this situation and was told that refund for examinations canceled would be made to the Complainant's bank account.

No neurologist consultation nor examinations, neither plastic surgeon consultation, were scheduled to take place as soon as possible, the same day, preferably immediately after consultation with the Defendant No. 3; that is because there was no mention of need for neurologist consultation nor examinations, neither plastic surgeon consultation, by the Defendant No. 3 during visit that day, December 14, 2015, as the Defendant No. 3 repeatedly claimed he sees no problem and written report the Complainant received with 2-week delay via email has nothing to do with these claims and is in contraction with what should have followed had the Defendant No. 3 acted competently and reasonably. By rescheduling MRI examination to December 15, 2015, and—as per information contained in the written report the Complainant received with 2-week delay, despite those examinations being canceled by the Defendant No. 3 during visit that day—allegedly moving Uroflowmetry and Spermiogram examinations to that same day, December 15, 2015. Considering the fact the Defendants provided results from blood and urine examinations only on December 28, 2015—two weeks later—and that it takes at least several hours to evaluate data and provide report from MRI examination, that it takes at least several hours—usually at least 24 hours—to provide results for sperm analysis examination—and that it also takes time to conduct Uroflowmetry examination, neurological examinations and neurologist consultation, and plastic surgeon consultation, is another proof of Defendants' incompetence and unreasonableness. It was clearly impossible for the Defendants to deliver on their obligations to conduct all examinations the Complainant paid for, to order and conduct additional examinations and consultations required to gather additional data regarding neurological impairment and scars from wounds in left groin area, then analyze data from these examinations, provide results and only based on these establish comprehensive diagnosis along with treatment recommendations, all in the 48 hour schedule the Defendants themselves repeatedly confirmed, that is by end of next day, December 15, 2015.

Then, because due to cancellation, last minute rescheduling of MRI examination and Defendants' failure to schedule further examinations—necessary to address presence of neurological impairment and scars from wounds in left groin area—no other examinations were planned for that day, the Complainant left facilities operated by the Defendant No. 2 and returned to accommodation rented for the duration of stay in Prague. Having paid for all examinations in full prior to coming to Prague, it was in the Complainant's interest to have them conducted—had any other examinations been scheduled for that day, as they should, the Complainant would have stayed.

Then, 2 hours later, at 11:50 AM, the Complainant, contacted representative of the Defendant No. 1 again via email—to inform in writing that in addition to refund for examinations canceled, due to multiple errors committed by the Defendant No. 3 during consultation that day, the Complainant also expects refund for examinations rescheduled at the last minute and that the Complainant will be leaving Prague within 2 hours from sending that email message—and at 11:53 AM the Complainant contacted the Defendant No. 1 also via SMS message to refer to email message just sent.

As per arrangements in writing, as evidenced in annexed email communication, results from blood, urine, and USG examinations conducted that day as well as written report from consultation, were to be provided within 48 hours, in English language—in email message from December 14, 2015, the Complainant asked the Defendant No. 1 to send those via email.

Proof:

- Email from the Complainant, dated 2015/12/14

Because results from blood, urine, and USG examinations and written report from December 14, 2015 visit were not provided within 48 hours, between December 15 and December 30, 2015, the Complainant contacted the Defendant No. 1 at least 6 times—via phone, email, and SMS. During that time period, representatives of the Defendant No. 1 were either not returning Complainant's phone calls, denying that they were obliged to provide any results from examinations and consultation in 48 hour time period, or making other false claims.

This insulting, fraudulent behavior on part of the Defendant No. 1 became grotesque when on December 30, 2015, after 2-week delay, the Defendant No. 1 sent the Complainant email message with results from blood, urine, and USG examinations and written report from December 14, 2015 visit, all in Czech language, as well as invoice in which—despite having canceled multiple examinations, committed multiple errors and rescheduled most expensive examination at last minute (MRI)—the Defendant No. 1 charged the Complainant for services never delivered upon, with amount refunded to the Complainant according to these fraudulent calculations on part of the Defendants being 86,20 EUR. That supposed refund, being grossly insufficient, was immediately returned to the Defendant No. 1 upon receipt on January 4, 2016 via wire transfer and the Defendant No. 1 was informed matter would have to be resolved in court.

Written report from USG examination and consultation with the Defendant No. 3 conducted on December 14, 2015 in Prague—besides being delivered with 2-week delay and in Czech language, therefore breaching additional written arrangements in terms of delivery of results—contains multiple false statements, is contrary to what the Defendant No. 3 claimed during December 14, 2015 visit, and is in direct logical contradiction with what happened on December 14, 2015, and afterwards:

- 1) The Complainant would not have asked for refund representative of the Defendant No. 1 immediately after leaving office of the Defendant No. 3 had examinations not been canceled by the Defendant No. 3,
- 2) The Complainant would not have subsequently left facilities operated by the Defendant No. 2 if, again, any other examinations or consultations were scheduled for that day,
- 3) The Complainant would not have sent email to representative of the Defendant No. 1 less than two hours after leaving facilities operated by the Defendant No. 2, providing written request for refund due to cancellation of examinations and multiple errors committed by the Defendant No. 3, then subsequently left Prague, had examinations not been canceled and had the Defendant No. 3 been reasonable and competent,

- 4) The Complainant would not have mentioned Uroflowmetry as one of the examinations canceled in request for refund if that examination was to take place—yet in this artificially prepared document received by the Complainant on December 30, 2015, statements such as "*Uroflowmetry: tomorrow*" are present, which are in direct contradiction with what took place, and are further proof of fraud on part of the Defendants,
- 5) The Complainant would not have expressed his dissatisfaction to this extent if examinations were not canceled and most important symptoms described in writing a month before and during the December 14, 2015 visit were not persistently ignored by the Defendant No. 3, that is:
- (a) urological symptoms—problems with urination, pain in urethra during urination, neurogenic bladder—where the Defendant No. 3 claimed multiple times during visit that day that he sees no problem and based on that claim canceled Uroflowmetry examination, as well as failed to recommend alternative urodynamic examinations in order to properly follow up on these symptoms by collecting necessary data; it is impossible that bladder was empty ("*filling of 0 ml*") after urination and that there was no sign of excessive bladder capacity neither neurogenic bladder, considering all properly conducted urinary USG examinations, before and right after December 14, 2015, visit in Prague, each time clearly showed serious urine retention problems (300 - 400 ml), in addition to excessive bladder capacity and neurogenic bladder;
  - (b) genital symptoms—severe difficulty with erection and maintaining erection, pain in urethra during urination, clear changes to form and function of penis—the Defendant No. 3 again ignored those, incorrectly performed Doppler examination of blood-flow in Complainant's genitals by failing to administer any intracavernosal injection to Complainant's penis to cause erection and correctly evaluate this symptom, in addition to canceling Uroflowmetry examination which would have addressed the pain in urethra during urination symptom, and canceling spermiogram examination which would have provided necessary data regarding fertility;
  - (c) neurological symptoms—the Defendant No. 3 ignored those during December 14, 2015, visit and his claims of observing such in this artificial written report provided to the Complainant with 2-week delay and in language the Complainant does not understand, are completely false and again logically contradictory, considering all examinations and consultations were to be conducted within 48 hour period (December 14-15, 2015) in order for comprehensive diagnosis to be established and treatment recommendations offered, yet neither during that 60 minute visit nor immediately after that visit was this additional neurologist consultation nor any neurological examinations scheduled for same nor next day—therefore despite such claims being present in written report, it is opposite to what the Defendant No. 3 claimed during that visit, and why it was possible for the Complainant to leave after that consultation, because not only examinations were canceled but no new examinations nor consultations were scheduled for that day;
  - (d) presence of scars in left groin area—the Complainant clearly explained multiple times to the Defendants, both in writing and in person during December 14, 2015, visit that all of the symptoms present were not caused by any untreated illness nor neglect on part of the Complainant, but happened suddenly, all at the same time, as a result of assault in January 2014; in other words, presence of scar tissue in left groin area, from wounds due to penetrating trauma, was and is directly connected to all of the neurological and genitourinary symptoms since these were caused by the same exact event in January 2014; the pictures the Complainant showed to the Defendant No. 3 during that visit was to visually

aid the Defendant No. 3, considering multiple unreasonable claims on part of the Defendant No. 3 that scar tissue is not connected to events of January 2014 nor symptoms described, as if the Defendant No. 3 somehow possessed historical knowledge of better quality from the Complainant, yet despite this additional aid from the Complainant, the Defendant No. 3 chose to ignore these, attributing presence of scars to a different point in time than that which the Complainant clearly explained; due to such failed presumptions on part of the Defendant No. 3, the Defendant No. 3 failed to recommend further examinations necessary to evaluate scar tissue in left groin area, thus failed to properly connect neurological, genital and urological symptoms present;

Proof:

- Email from the Defendant No. 1, dated 2015/12/30
- Invoice from the Defendant No. 1, dated 2015/12/30
- Report from USG examination and consultation conducted with the Defendant No. 3 on December 14, 2015, first received by the Complainant in email message dated 2015/12/30
- Results from blood and urine examinations conducted at facility operated by the Defendant No. 2, first received by the Complainant in email message dated 2015/12/30

A perusal of findings from properly conducted medical examinations—including multiple Ultrasound exams, Computer Tomography exam, Magnetic Resonance exam, and Optical Coherence Tomography exam—and consultations with genitourinary reconstructive surgeon, radiologist, nuclear medicine specialist, neurologist and plastic surgeon, clearly corroborate all symptoms the Complainant suffered prior to, during and after the December 14, 2015, visit in Prague.

In addition, results from these professionally conducted medical examinations and consultations directly connect penetrating trauma in left groin area with genitourinary and neurological symptoms the Complainant communicated to the Defendants multiple times. Such comprehensive diagnosis, along with proper treatment recommendations, is exactly what the Defendants were supposed to provide to the Complainant in December 2015.

Unfortunately, due to deterioration of health condition, deepening of mental trauma, loss of confidence in being able to properly assess permanent injury to those most intimate parts of body this, as well as financial losses—the Complainant was only able to professionally and comprehensively diagnose his health condition and obtain treatment recommendations between February and April this year, 2018. The January 2016 consultation with genitourinary reconstructive surgeon the Complainant underwent consisted only of USG examination of urinary bladder and intracavernosal injection examination addressing Complainant's erectile dysfunction symptoms—both properly corroborated Complainant's symptoms, but no other relevant examinations nor consultations were possible at this specialist clinic and due to the before-mentioned, the Complainant was not able to undergo such extensive medical examinations as those planned in December 2015 in Prague until February through April this year, 2018.

In regards to treatment options, this gross negligence on part of the Defendants resulted in (a) fewer treatment options available to the Complainant, (b) those available being more expensive—e.g. nerve surgery costing 17 000 EUR, as per treatment recommendation from Millesi Center in Vienna, Austria—and (c) those still available not being able to fully address all changes due to the additional two year delay, thus causing some of these damages to Complainant's genitourinary being likely irreversible.

Proof:



- Report from examinations and consultations with physician specializing in neurology and plastic surgery, conducted on April 6 and 20, 2018
- Clinical images from examinations and consultations with physician specializing in neurology and plastic surgery, conducted on April 6 and 20, 2018
- Report from Ultrasound examination of nervous system, conducted on April 6, 2018
- Selected frames from Ultrasound examination of nervous system, conducted on April 6, 2018
- Report from Magnetic Resonance examination of nervous system, conducted on March 12, 2018
- Selected frames from DICOM data from Magnetic Resonance examination of nervous system, conducted on March 12, 2018
- Report from Computed Tomography examination of pelvis, conducted on February 13, 2018
- Selected images from Optical Coherence Tomography (OCT) examination of area where scars from stab/puncture wounds are visible, conducted on April 6, 2018
- Report from Ultrasound examination of urinary tract (images, description), conducted on January 11, 2016
- Report from Ultrasound examination of urinary tract (images, description), conducted on January 29, 2014

In summary:

- 1) The Defendants failed to deliver on each and every arrangement established in writing as evidenced in annexed email communication, pertaining to:
  - (a) Competency and reasonableness needed to provide what the Complainant required—it became apparent over the course of less than two hours on December 14, 2015—after the Defendants made last minute rescheduling of examinations, then canceled necessary examinations, then failed to order additional essential consultations and examinations immediately after consultation with the Defendant No. 3 and required in order to address neurological impairment and scars from wounds in left groin area and to provide, by end of next day, December 15, 2015, a comprehensive diagnosis of Complainant's health condition along with treatment recommendations, that the Defendants are incapable of meeting their obligations;
  - (b) The scope of services being provided—the Complainant purchased full package of services, consisting of specific examinations and consultations, as confirmed in annexed email communication multiple times, yet the Defendants failed to deliver these services by canceling and rescheduling examinations at last minute and committing multiple errors;
  - (c) The compensation for services being provided—the Complainant paid the Defendant No. 1 1250 EUR for full package of services, consisting of specific examinations and consultations, yet despite the Defendants failing to deliver most of those services, and committing multiple errors when attempting to deliver remaining, the Defendants attempted to shift financial responsibility for their failures to the Complainant;
  - (d) The schedule on which services would be provided—full package of services, consisting of specific examinations and consultations, was supposed to be conducted on December 14 and



15, 2015, in Prague, yet, after having received full compensation in the amount of 1250 EUR and only the day the Complainant arrived in Prague, the Defendants changed this schedule by canceling tests and rescheduling one at last minute;

- (e) The schedule on which results would be delivered—the Defendant No. 1 confirmed multiple times in writing that all results from examinations and consultations being conducted would be available in 48 hour period so that comprehensive diagnosis of Complainant's health condition can be established and additional examinations recommended if needed, yet despite having to deliver only results from blood, urine, and USG examinations as well as written report from consultation conducted by the Defendant No. 3, the Defendants delayed providing results for two weeks, and even then failed to provide complete results—including results from Doppler examination of blood-flow in Complainant's genitals and diagnostic imaging data from both Ultrasound examinations;
  - (f) The use of English language for both spoken and written communication—multiple times in email communication exchanged between the Complainant and the Defendant No. 1, it was confirmed by the Defendant No. 1 regarding English language being used for both spoken and written communication, including during examinations and consultations and their results;
  - (g) The establishment of comprehensive diagnosis for Complainant's health condition along with treatment recommendations—due to above listed failures and diagnostic errors committed, the Defendants failed to establish comprehensive diagnosis for Complainant's health condition and recommend treatment options;
- 2) The Defendants committed multiple breaches of duty of care they owed to the Complainant and their standard of care was grossly deficient due to:
- (a) diagnostic errors:
    - by incorrectly performed physical examination of Complainant's body—by repeatedly ignoring presence of scar tissue forming around multiple stab/puncture wounds in left groin area visible with naked eye, attributing presence of scars in left groin area to a different point in time than that which the Complainant clearly described was cause of all of these symptoms happening all at the same time, i.e. due to assault in January 2014, thus missing key connection for all neurological, genital and urological symptoms present,
    - by incorrectly performed USG examination of Complainant's urinary bladder—which was one of the major problems the Complainant suffered, and where results from properly conducted USG of urinary bladder, done in January 2016, right after December 14, 2015 visit to Prague, as well as few weeks after the January 2014 assault, clearly show serious urinary bladder problems including significant urine retention, excessive bladder capacity, and neurogenic bladder; in addition, no diagnostic imaging data was ever provided to the Complainant from this examination,
    - by incorrectly performed Doppler examination of blood-flow in Complainant's genitals—despite ordering this examination to evaluate erection problems the Complainant suffered due to these injuries, and properly conducted erection examination in January 2016, right after December 14, 2015, clearly corroborated this problem, the Defendant No. 3 did not administer any intracavernosal injection to Complainant's penis to cause erection and correctly evaluate this symptom, nor provided any results including no diagnostic imaging data from this examination

- (b) denial of care—by canceling examinations required to collect necessary data and failing to order additional examinations required to address neurological impairment and scars from wounds in left groin area, immediately after it became apparent during visit on December 14, 2015, so it's possible to provide, by end of next day, December 15, 2015, a comprehensive diagnosis of Complainant's health condition along with treatment recommendations,
  - (c) failure to diagnose—by repeatedly ignoring presence of scars in left groin area, due to attributing them to a different point in time, and thus failing not only to order additional examinations required but most importantly to comprehensively evaluate as a whole the urological, genital and neurological symptoms present and connecting them with scars in left groin area, therefore not being able to establish factual diagnosis and recommend appropriate treatment,
  - (d) denial of treatment—by committing multiple diagnostic errors, denying care by canceling and failing to order examinations necessary and thus failing to comprehensively diagnose Complainant's health condition and recommend appropriate treatment as a result
- 3) Due to above listed failures, and subsequently failing to provide the Complainant with timely and sufficient refund for their grossly deficient services, the Defendants caused significant damages to the Complainant, some being irreversible:
- (a) significantly delayed establishment of comprehensive diagnosis of Complainant's health condition, thus
  - (b) significantly delayed undertaking of necessary treatment by the Complainant when more treatment options were available and Complainant's injuries could be repaired and reversed more easily, therefore
  - (c) significantly contributed to possibly permanent, irreversible damage to Complainant's genitourinary as treatment options available at this point in time might not fully bring back all the functions of genitourinary, thus due to this mutilation affecting these most intimate parts of the body the Complainant not being able to have proper sexual intercourse, and
  - (d) significantly delayed supplementation of evidence—proper medical documentation being most important—in criminal case to investigate cause of these permanent bodily injuries, thus significantly delaying prosecution, and
  - (e) significantly prolonged Complainant's physical suffering because of pain the Complainant had to deal with on a daily basis related to neurological and genitourinary symptoms thus significantly contributed to Complainant's continued grossly deficient quality of life, in effect
  - (f) significantly prolonged and deepened Complainant's mental and emotional suffering
- IV. Through Complainant's legal representative, demand for payment letters were issued to the Defendant No. 1 twice—first on January 28, 2016, second on February 29, 2016—and both time responses received from representative of the Defendant No. 1 contained multiple false claims and apparently no good will to refund amount owed due to canceling examinations paid for and breaking each and every arrangement established in writing as evidenced in annexed email communication.

In the context of multiple examples of fraudulent behavior on part of the Defendant No. 1, gross negligence can be seen as the most serious but not separate from those. For the Complainant, being a de facto consumer of services provided by the Defendant No. 1, it should make absolutely no distinction to whom delivery of those services is outsourced by the Defendant No. 1, considering from the first contact on October 24, 2015, the Complainant dealt with the Defendant No. 1–corresponded with, shared information about health condition needed to be diagnosed, ordered package of examinations and consultations, paid 1250 EUR, scheduled visit, received results with 2-week delay, etc. Therefore, as can be seen in both responses received from representative of the Defendant No. 1 to twice-issued demand for payment letters, especially the attempt made by the Defendant No. 1 of shifting responsibility onto third parties—in this case onto the Defendant No. 2—without taking any responsibility for multiple apparent failures on part of the Defendant No. 1, not only did not resolve anything but is a further display of complete lack of respect for Complainant's time, resources and, most importantly, health.

In addition, the illogical and false claims in responses received to demand for payment letters from representative of the Defendant No. 1, are not only completely contrary to what actually took place, to facts presented in proper medical documentation as well as to arrangements established in writing, as evidenced in annexed email communication, but simply cannot be proven by the Defendant No. 1 in any way and are further examples of fraud on part of the Defendant No. 1, e.g.:

- 1) The Complainant supposedly making any arrangements with the Defendant No. 2 or the Defendant No. 3, separate from or in conflict with those made in writing with the Defendant No. 1 as evidenced in annexed email communication, while the Complainant was only told by the Defendant No. 1 on December 10, 2015, that facilities of the Defendant No. 2 is where services the Complainant paid the Defendant No. 1 for would be delivered—for the Complainant it was the Defendant No. 1 with whom the Complainant was dealing from the very beginning, and there were absolutely no other arrangements made between the Complainant and the Defendant No. 2 nor the Defendant No. 3;
- 2) The Complainant being supposedly “*satisfied*” with services, while all facts point to the contrary, including fact of requesting refund from the Defendant No. 1, both in person—immediately after consultation with the Defendant No. 3—and in writing—less than two hours later, where cancellation of paid for examinations by the Defendant No. 3 and apparent lack of competency of the Defendant No. 3 was provided as sole reason—then leaving Prague, and perhaps due to these baseless claims of “satisfaction” the Defendant No. 1 clearly imagined, the Defendant No. 1 was “waiting for” the Complainant the next day, December 15, 2015, when the Complainant clearly communicated to the Defendant No. 1. a day earlier multiple times—in person, via email, via SMS—to refund money for examinations canceled and rescheduled at last minute and that the Complainant will be leaving Prague the same day;
- 3) There being supposedly “*no problem*”—which is not only another proof in writing of Defendants’ unreasonable assumption that the Complainant suffered no health problems and that is why, as per “recommendation” from the Defendant No. 3, the Complainant—instead of being provided with comprehensive diagnosis and treatment recommendations as per what the Defendants were supposed to deliver—should be referred for psychological assessment, which would have explained Defendants’ actions to some extent, but also implies the Complainant would have spent well over 1500 EUR—for package he purchased, in addition to travel and accommodation expenses—because there was “*no problem*” when there clearly were multiple problems the Complainant needed comprehensively diagnosed and start treating;
- 4) Written report being supposedly given to the Complainant right after consultation with the Defendant No. 3 on December 14, 2015, while it was only on December 30, 2015—after multiple

requests on part of the Complainant to provide these remained unanswered for close to two weeks—that the Complainant received any results from any of the Defendants—all in the same email from the Defendant No. 1, dated December 30, 2015, and in Czech language, which the Complainant does not speak nor understand in writing; that report—supposedly created at “10:21 AM” on December 14, 2015, by the Defendant No. 3, yet could only be delivered two weeks later and in Czech language—appears as a fake, artificially prepared document which the Defendants deliberately created well after December 14, 2015, to at least partially provide cover for their gross negligence; its contents consist of multiple false statements, completely contrary to what the Defendant No. 3 claimed during December 14, 2015, visit, and is in direct contradiction to consequences of not only these claims of the Defendant No. 3 but also, and most importantly, actions of the Defendant No. 3 that day, such as there being “no problem” and perhaps due to such failed presumptions on part of the Defendant No. 3, the Defendant No. 3 not only canceled important examinations but failed to immediately order further examinations necessary to evaluate neurological impairment and scar tissue in left groin area, thus failed to properly connect neurological, genital and urological symptoms present.

This apparent logical contradiction—between these false statements in written report the Complainant received after 2-week delay and actions of the Defendant No. 3—needs emphasizing, considering all examinations and consultations were to be conducted within 48 hour period (December 14-15, 2015) in order for comprehensive diagnosis to be established and treatment recommendations offered, yet neither during that 60 minute visit nor immediately after that visit was this additional neurologist consultation nor any neurological examinations scheduled for same nor next day, neither any consultation nor examination to evaluate scars in left groin area which directly connect to this health condition. That is because the Defendant No. 3 repeatedly claimed during that visit on December 14, 2015, that he sees “no problem” and written report the Complainant received from the Defendants with 2-week delay via email has nothing to do with these claims and is in contraction with what should have followed if the Defendants were not grossly deficient in the standard of care provided to the Complainant and why it was possible for the Complainant to leave after that one-hour consultation, because not only examinations were canceled but no new examinations nor consultations were scheduled for that day.

In addition, the Defendants failed to provide the Complainant with any diagnostic imaging data from USG examinations conducted as well as no result from the incorrectly conducted Doppler examination of blood-flow in Complainant's genitals;

- 5) The Complainant being supposedly informed about rescheduling of MRI examination on December 11, 2015 via phone, while in fact no phone call took place, and only a day earlier the Defendant No. 1 confirmed in writing via email message regarding schedule and provided the Complainant with address details of facility where examinations would be conducted and time at which the Complainant should arrive, and the Complainant was informed about this last minute rescheduling only on December 14, 2015;
- 6) Besides one-hour visit with the Defendant No. 3, during which blood and urine samples were taken from the Complainant and the Defendant No. 3 performed physical and USG examinations of Complainant's body, no other services were provided by the Defendants to the Complainant on December 14, 2015—yet the Defendant No. 1 calculated cost of these failed services at well over 1160 EUR, according to invoice included in that email dated December 30, 2015, and completely ignored fact of canceling examinations, rescheduling examinations at last minute, providing results with 2-week delay and in language the Complainant does not know—that is, failing to deliver anything of any value to the Complainant, on time;

Proof:

- Demand for payment letter, dated 2016/01/28
- Response to demand for payment letter, dated 2016/02/12
- Second demand for payment letter, dated 2016/02/29
- Response to second demand for payment letter, dated 2016/03/10

- V. The present Complaint is based upon gross negligence on the part of the Defendants—including diagnostic errors, failure to diagnose and denial of treatment—which resulted in significant damages for the Complainant, some being irreversible, due to:
- 1) significantly delayed establishment of comprehensive diagnosis of Complainant's health condition, thus
  - 2) significantly delayed undertaking of necessary treatment by the Complainant when more treatment options were available and Complainant's injuries could be repaired and reversed more easily, therefore
  - 3) significantly contributed to possibly permanent, irreversible damage to Complainant's genitourinary as treatment options available at this point in time might not fully bring back all the functions of genitourinary, thus due to this mutilation affecting these most intimate parts of the body the Complainant not being able to have proper sexual intercourse, and
  - 4) significantly delayed supplementation of evidence—proper medical documentation being most important—in criminal case to investigate cause of these permanent bodily injuries, thus significantly delaying prosecution, and
  - 5) significantly prolonged Complainant's physical suffering because of pain the Complainant had to deal with on a daily basis related to neurological and genitourinary symptoms thus significantly contributed to Complainant's continued grossly deficient quality of life, in effect
  - 6) significantly prolonged and deepened Complainant's mental and emotional suffering

On the strength of the medical documentation from properly conducted examinations and consultations, it is evident the Complainant is diagnosed with medical problem, corresponding to all symptoms described to the Defendants, and that the Defendants committed multiple diagnostic errors which led to inaccurate results. The Complainant, by making the payment and opting for specific package of medical examinations and consultations, established a patient–doctor relationship with the Defendants. By giving a wrong diagnosis, it is apparent the Defendants were negligent or they were not reasonably skilled and competent to conduct the examinations and consultations. Further, the Defendants ignored that the correct diagnosis is required in a timely manner and an inaccurate report can lead to negative impact on the treatment.

The Defendants were grossly deficient in provisioning of their services and also grossly negligent on account of their failure to correctly diagnose the problem of the Complainant and recommend treatment options.

The cause of action qua the Defendants first arose on December 14, 2015, when the Defendants committed multiple diagnostic errors and canceled tests for which the Complainant paid in full, despite repeatedly assuring the Complainant, first on October, 25, 2015 about their capabilities and expertise in conducting necessary examinations and consultations and establishing comprehensive diagnosis of Complainant's health condition and recommending treatment. The cause of action

further arose when on December 30, 2015, after two-week delay, the Defendants provided the Complainant with incomplete results and written report in Czech language, which contained multiple false statements, as well as failed to provide diagnostic imaging data from USG examinations conducted. The cause of action further arose on January 4, 2016, when the Defendants, after committing multiple diagnostic errors and canceling tests the Complainant paid for, returned 86,20 EUR as supposed refund which the Complainant immediately returned to bank account of Defendant No. 1 due to being grossly insufficient. The cause of action further arose on January 28, 2016 when first demand for payment letter was served to the Defendants. The cause of action further arose on February 29, 2016 when second demand for payment letter was served to the Defendants. The cause of actions qua the Defendants further arose when the Defendants negligently and unethically failed to address serious problems which they caused, issued responses with multiple false claims, and did not provide adequate refund, thus it is subsisting.

It is submitted that the Complaint is filed within the 3 year period of limitation from the cause of action on December 14, 2015, and that this Honorable Court has jurisdiction to decide the instant Complaint.

It is most respectfully submitted that from a bare reading of the facts of the case as mentioned herein above, *res ipsa loquitur*, that the Defendants are negligent and careless in discharging their duties onto the Complainant at each and every stage, and that their acts, omissions, and commissions, have resulted in the ultimate unjustified loss and trauma to the Complainant. Hence, this is a fit case to be entertained and decided by this Honorable Court.

In light of the aforementioned facts, including extensive evidence presented, the Complainant respectfully submits that the Honorable Court issue the following **judgment**:

1. **Services provided by the Defendants were deficient and the Defendants are liable for gross negligence, due to following reasons:**
  - (a) **Failure to deliver on each and every arrangement established in writing as evidenced in annexed email communication, pertaining to:**
    - **Comprehensive diagnosis for Complainant's health condition along with treatment recommendations being required by the Complainant, with written description of symptoms and available medical documentation provided by the Complainant to the Defendants a month before December 14, 2015 visit in Prague,**
    - **Competency and reasonableness needed to provide what the Complainant required, which due to Defendants' actions—including last minute rescheduling of examinations, subsequently canceling necessary examinations, then failing to order additional essential consultations and examinations immediately after consultation with the Defendant No. 3 and required in order address neurological impairment and scars from wounds in left groin area and to provide, by end of next day, December 15, 2015, a comprehensive diagnosis of Complainant's health condition along with treatment recommendations—even without diagnostic errors committed would have made it impossible for the Defendants to deliver on Complainant's requirement by end of following day, December 15, 2015,**
    - **The scope of services being provided,**
    - **The compensation for services being provided,**
    - **The schedule on which services would be provided,**
    - **The schedule on which results would be delivered,**



- English language being used for both spoken and written communication, including during examinations and consultations as well as results from such provided,
- (b) Gross negligence in diagnosing Complainant's health problem—including diagnostic errors, failure to diagnose and denial of treatment—specifically:
- incorrectly performed physical examination of Complainant's body—by repeatedly ignoring presence of scar tissue forming around multiple stab/puncture wounds in left groin area visible with naked eye, attributing presence of scars in left groin area to a different point in time than that which the Complainant clearly described was cause of all of these symptoms happening all at the same time, i.e. due to assault in January 2014, thus missing key connection for all neurological, genital and urological symptoms present—and
  - incorrectly performed USG examination of Complainant's urinary bladder—where results from properly conducted USG of urinary bladder, done in January 2016, right after December 14, 2015 visit to Prague, as well as few weeks after the January 2014 assault, clearly show serious urinary bladder problems including significant urine retention, excessive bladder capacity, and neurogenic bladder; in addition, failure to provide the Complainant with any diagnostic imaging data from this examination—and
  - incorrectly performed Doppler examination of blood-flow in Complainant's genitals—despite ordering this examination to evaluate erection problems the Complainant suffered due to these injuries, and properly conducted erection examination in January 2016, right after December 14, 2015, clearly corroborated this problem, the Defendant No. 3 did not administer any intracavernosal injection to Complainant's penis to cause erection and correctly evaluate this symptom, nor provided any results including no diagnostic imaging data from this examination—and
  - cancellation of examinations—including urodynamic and sperm analysis examinations—which were meant to provide essential data needed to establish comprehensive diagnosis regarding Complainant's health condition by focusing on specific genitourinary symptoms—as well as
  - failure to order additional examinations and consultations—immediately after it became apparent during visit on December 14, 2015, that such are required to address neurological impairment and scars from wounds in groin area, in order to establish comprehensive diagnosis and offer relevant treatment recommendations—and thus
  - failure to diagnose—by repeatedly ignoring presence of scars in left groin area, due to attributing them to a different point in time, and thus failing not only to order additional examinations required but most importantly to comprehensively evaluate as a whole the urological, genital and neurological symptoms present and connecting them with scars in left groin area, therefore not being able to establish factual diagnosis and recommend appropriate treatment
- (c) Failure to provide the Complainant with timely and sufficient refund
- (d) Significant and possibly irreversible damages above-mentioned caused, including:
- significantly delayed establishment of comprehensive diagnosis of Complainant's health condition,
  - significantly delayed undertaking of necessary treatment by the Complainant when more treatment options were available and Complainant's injuries could be repaired and reversed more easily,



- significantly contributed to possibly permanent, irreversible damage to Complainant's genitourinary as treatment options available at this point in time might not fully bring back all the functions of genitourinary, thus due to this mutilation affecting these most intimate parts of the body the Complainant not being able to have proper sexual intercourse,
  - significantly delayed supplementation of evidence—proper medical documentation being most important—in criminal case to investigate cause of these permanent bodily injuries, thus significantly delaying prosecution,
  - significantly prolonged Complainant's physical suffering because of pain the Complainant had to deal with on a daily basis related to neurological and genitourinary symptoms thus significantly contributed to Complainant's continued grossly deficient quality of life,
  - significantly prolonged and deepened Complainant's mental and emotional suffering
2. In consequence of the above, the Defendants are jointly and severally liable to pay the Complainant an amount of at least CZK 200,000.00 (two hundred thousand Czech Korunas), in addition to the cost of proceedings, all within 14 days of the legal force of the judgment.
  3. Pass any other order in favor of the Complainant or against the Defendants which this Honorable Court may deem fit in the interest of justice.

In Prague, on December ..3..., 2018

Michał Siemaszko

# ANNEXURES

1. Court fee payment confirmation
2. Four copies of lawsuit document along with all attachments
3. Report from examinations and consultations with physician specializing in neurology and plastic surgery, conducted on April 6 and 20, 2018
4. Clinical images from examinations and consultations with physician specializing in neurology and plastic surgery, conducted on April 6 and 20, 2018
5. Report from Ultrasound examination of nervous system, conducted on April 6, 2018
6. Selected frames from Ultrasound examination of nervous system, conducted on April 6, 2018
7. Report from Magnetic Resonance examination of nervous system, conducted on March 12, 2018
8. Selected frames from DICOM data from Magnetic Resonance examination of nervous system, conducted on March 12, 2018
9. Report from Computed Tomography examination of pelvis, conducted on February 13, 2018
10. Selected images from Optical Coherence Tomography (OCT) examination of area where scars from stab/puncture wounds are visible, conducted on April 6, 2018
11. Report from Ultrasound examination of urinary tract (images, description), conducted on January 11, 2016
12. Report from Ultrasound examination of urinary tract (images, description), conducted on January 29, 2014
13. Email from the Complainant, dated 2015/10/24
14. Email from the Defendant No. 1, dated 2015/10/25
15. Email from the Complainant, dated 2015/10/29
16. Email from the Defendant No. 1, dated 2015/11/05
17. Email from the Complainant, dated 2015/11/08
18. Email from the Defendant No. 1, dated 2015/11/12
19. Email from the Complainant, dated 2015/11/12
20. Email from the Complainant, dated 2015/11/29
21. Email from the Defendant No. 1, dated 2015/11/30
22. Email from the Complainant, dated 2015/12/01
23. Email from the Defendant No. 1, dated 2015/12/03
24. Email from the Defendant No. 1, dated 2015/12/07
25. Email from the Complainant, dated 2015/12/08
26. Email from the Defendant No. 1, dated 2015/12/08
27. Email from the Complainant, dated 2015/12/09
28. Booking.com confirmation of 13-16 December, 2015, stay in Prague
29. Email from the Defendant No. 1, dated 2015/12/10
30. "Price List of Facultative Other Services", received in email from the Defendant No. 1, dated 2015/12/10
31. Email from the Complainant, dated 2015/12/14
32. Email from the Defendant No. 1, dated 2015/12/30
33. Invoice from the Defendant No. 1, dated 2015/12/30
34. Report from USG examination and consultation conducted with the Defendant No. 3 on December 14, 2015, first received by the Complainant in email message dated 2015/12/30
35. Results from blood and urine examinations conducted at facility operated by the Defendant No. 2, first received by the Complainant in email message dated 2015/12/30
36. Demand for payment letter, dated 2016/01/28
37. Response to demand for payment letter, dated 2016/02/12
38. Second demand for payment letter, dated 2016/02/29
39. Response to second demand for payment letter, dated 2016/03/10