

ORIGINAL

Hammerschlag,

RESPONSE (COMMERCIAL LIST) of the FIFTH DEFENDANT

COURT DETAILS

Court Supreme Court of New South Wales
Division Equity Division
List The Commercial List
Registry Sydney
Case number 2015 / 332497



TITLE OF PROCEEDINGS

Plaintiff **Paul Baker** as plaintiff representative of 165 plaintiff group members

First defendant **The partnership of Anne Patricia Larter, Alan Jones, Miraleste Pty Ltd (trading as USG Partner) and Leigh Johnson, trading as "STC Sports Trading Club" (ABN 92 914 683 823) (First Defendant)**

Number of defendants 12

FILING DETAILS

Filed for **Fifth defendant**
Filed in relation to **Plaintiff's Commercial List Statement**

Contact email **leighjohnsonlaw@gmail.com**

A. Fifth Defendant's RESPONSE – Nature of Dispute

1. The fifth defendant denies membership of the first defendant and being materially involved with its activities.
2. The fifth defendant admits she resigned as a passive and non active member of an entity she understood to be a limited partnership styled "The Sports Trading Club Partnership" on or about 21 January 2014, following a dispute about governance with the second defendant, Ms Larter, but denies involvement in or knowledge of its activities during her membership of the limited partnership.
3. The fifth defendant denies any membership of and responsibility for, an entity styled "STC Sports Trading Club".
4. The fifth defendant denies running a purported sports betting and trading scheme styled "Sports Trading Club", either herself, or as an alleged member until 21 January 2014, of the first defendant.
5. So far as the fifth defendant is presently aware, "Sports Trading Club" was a business run entirely by the 12th defendant (Foster) and the second defendant (Larter).

C. RESPONSE – to Plaintiff’s Contentions

1. Admitted
2. Admitted as to bring proceedings on his behalf. Denied as to the Plaintiff’s entitlement to represent other Plaintiffs where each invested individually presumably for their own reasons in a sports betting syndicate.
3. Denied, the Plaintiff was a passive and non active member of an entity, which she understood was a limited partnership styled “The Sports Trading Club Partnership,” until she resigned following a governance dispute with the second defendant on 21 January 2014. The fifth defendant was not at any time in a partnership styled “STC Sports Trading Club” and denies having any involvement with the sixth defendant.
4. The fifth defendant does not know and cannot admit the allegations.
5. The fifth defendant does not know and cannot admit the allegations.
6. The fifth defendant does not know and cannot admit the allegations.
7. The fifth defendant resigned from “The Sports Trading Club Partnership” on 21 January 2014 but denies membership of the partnership alleged.
8. The fifth defendant does not know and cannot admit the allegations.
9. The fifth defendant does not know and cannot admit the allegations.
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15. The fifth defendant does not know and cannot admit the allegations.
16. The fifth defendant does not know and cannot admit the allegations.
17. Admitted
18. The fifth defendant does not know and cannot admit the allegations.
19. The fifth defendant repeats the items under ‘Issues likely to arise’ as above.
20. The fifth defendant does not know and cannot admit the allegations.
21. The fifth defendant denies making the representations. The fifth defendant denies she was a party to, or aware of, the document entitled “Sports Trading Club Associate Member Proposal”, any circulation of that document to the Plaintiffs, and any alleged reliance by them upon it, until it was furnished to her by the plaintiffs’ solicitors in the course of these proceedings.
22. The fifth defendant does not know and cannot admit the allegations.
23. The fifth defendant does not know and does cannot admit the allegations.
24. The fifth defendant denies any communications with the Plaintiffs or involvement in any agreements or contracts with them and otherwise does not know and cannot admit the allegations.
25. The fifth defendant denies any communications with the Plaintiffs or involvement in any agreements or contracts with them and otherwise does not know and cannot admit the allegations.
26. The fifth defendant does not know and cannot admit the allegations.
27. The fifth defendant does not know and cannot admit the allegations.
28. The fifth defendant denies any involvement in the alleged offer and otherwise does not know and cannot admit the allegations.
29. The fifth defendant does not know and cannot admit the allegations.
30. The fifth defendant does not know and cannot admit the allegations.

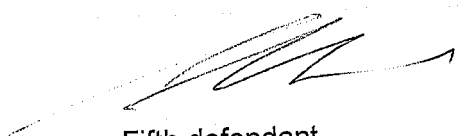
5. The fifth defendant has been and will be put to extreme trouble, suffering and expense in defending these proceedings and seeks security for her costs.

The relief claimed in the Summons is denied in its entirety as regarding the fifth defendant.

The Parties have not yet attempted to mediate, however the fifth defendant is willing to proceed to mediation at an appropriate time.

SIGNATURE

Signature

A handwritten signature in black ink, consisting of several overlapping, stylized strokes.

Capacity

Fifth defendant

Date of signature

21/6/16