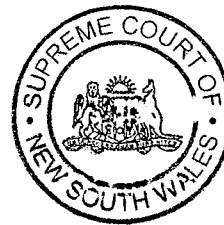


FILED

10 APR 2025



STATEMENT OF CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Common Law
List	Representative Proceedings
Registry	Sydney
Case number	2025/00132274 - 002

TITLE OF PROCEEDINGS

First Plaintiff	JOHN MOORES
Second Plaintiff	PAUL PAYNTER
First Defendant	THE LIBERAL PARTY OF AUSTRALIA, NEW SOUTH WALES DIVISION
Second Defendant	BUNORI PTY LTD (ACN 003 119 211)
Third Defendant	RICHARD JAMES SHIELDS
Fourth Defendant	DORINA ILIEVSKA

FILING DETAILS

Filed for	John Moores and Paul Paynter, Plaintiffs
Legal representative	George Newhouse, Centennial Lawyers
Legal representative reference	Moores 24910
Contact name and telephone	George Newhouse, 0461 256 077
Contact email	georgen@centenniallawyers.com.au

TYPE OF CLAIM

Breach of Contract — Torts — Negligence — Representative Proceeding

RELIEF CLAIMED

- 1 Damages for breach of contract.
- 2 Damages for negligence.
- 3 Interest.
- 4 Costs.
- 5 Such further orders as the Court thinks fit.

PLEADINGS AND PARTICULARS

A. PARTIES

- 1 The Plaintiffs, John **Moores** and Paul **Paynter**, bring this proceeding as a representative proceeding pursuant to Part 10 of the *Civil Procedure Act 2005* (NSW) in their own right and on behalf of all persons (**Group Members**) who:
 - a. were financial members of the First Defendant, The Liberal **Party** of Australia, New South Wales Division, at any time in the period 1 January 2023 to 15 August 2024;
 - b. were selected by the Party to contest the local government election within the meaning of s 4 of the ***Electoral Act 2017*** (NSW) held on 14 September 2024 (**2024 Election**) as a candidate for the Party for any of the following offices in local government in New South Wales:
 - i. Mayor; or
 - ii. Councillor; and
 - c. were not successfully nominated with the NSW Electoral **Commission** to contest the 2024 Election as a Party candidate.
- 2 The First Plaintiff, Moores:
 - a. is a natural person;
 - b. joined the Party in late 2020 or early 2021 and was at all material times thereafter a financial member of the Party;
 - c. was a Councillor for Cessnock City Council Ward B from about December 2021 to September 2024; and
 - d. sought preselection to be the Party candidate as a Councillor for Ward B and Mayor of Cessnock City Council at the 2024 Election.
- 3 The Second Plaintiff, Paynter:

- a. is a natural person;
- b. was an independent Councillor for Cessnock City Council Ward D from about December 2021 to September 2024;
- c. joined the Party on or about March 2024 and was at all material times thereafter a financial member of the Party; and
- d. sought preselection to be the Party candidate as a Councillor for Ward D at the 2024 Election.

4 The First Defendant, the Party, is and was at all material times:

- a. an unincorporated association;
- b. governed by the “**Constitution** of the Liberal Party of Australia, New South Wales” as amended from time to time;
- c. registered as a political party under Part 6 of the Electoral Act;
- d. recorded by the Electoral Commissioner on the Register of Parties under section 61 of the Electoral Act;
- e. registered as a political party under Part 7 of the *Local Government Act 1993* (NSW) (**LG Act**); and
- f. recorded by the Electoral Commissioner on the Local Government Register of Political Parties under section 319 of the LG Act.

5 The Second Defendant, **Bunori Pty Ltd**, is and was at all material times:

- a. a company incorporated under the *Corporations Act 2001* (Cth);
- b. capable of being sued in its corporate name; and
- c. a management services company which, among other things:
 - i. employed staff;
 - ii. entered agreements; and
 - iii. paid operational expenses;
 on behalf of the Party.

6 The Third Defendant, Richard **Shields**, was:

- a. from 29 September 2023 until on or around 15 August 2024, the Party’s State Director;
- b. at all material times employed or otherwise engaged by Bunori;
- c. in the premises, an agent of Bunori in the execution of his duties;

- d. for the purpose of the Electoral Act:
 - i. the Party's Registered Officer; and
 - ii. the Party's Secretary;

7 The Fourth Defendant, Dorina **Ilievska**, was:

- a. at all material times, the Party's Deputy State Director and General Counsel;
- b. at all material times employed or otherwise engaged by Bunori;
- c. in the premises, an agent of Bunori in the execution of her duties;
- d. until on or around 15 August 2024 for the purpose of the Electoral Act, the Deputy Registered Officer of the Party; and
- e. from on or around 15 August 2024 for the purpose of the Electoral Act:
 - i. the Party's Registered Officer; and
 - ii. the Party's Secretary.

B. **PARTY SELECTION PROCESS FOR LOCAL GOVERNMENT**

8 At all material times, the Party was governed by its Constitution.

9 The Constitution was amended on:

- a. 6 August 2022 (**2022 Constitution**); and
- b. 25 May 2024 (**2024 Constitution**).

10 At all material times, by clause 3.2.1 of the Constitution, financial members of the Party had a right to nominate for endorsement as a Party candidate for election to office in local government, unless made ineligible by another provision of the Constitution.

11 By clauses 13.1.1 and 13.2.1 of the Constitution, the State Executive was established under the Constitution and was responsible for, among other things, providing leadership for and professional management of the Party in NSW.

12 At all material times, the 2022 Constitution provided:

- a. by clause 21.1.1, the State Executive was responsible for deciding which offices in local government the Party would contest;
- b. by clauses 21.1.3(1) and (4), notwithstanding any other provision in the 2022 Constitution, once the State Executive decided the offices in local government the Party would contest, it was required to develop and approve a timetable

for the preselection of a candidate in each of those offices including the dates on which nominations would open and close;

- c. by clause 21.1.4(1), if State Executive decided to contest an office in local government, it was required to, by public advertisement to the members, and in accordance with the timetable approved seek from members of the Party nominations for endorsement as the Party candidate for that office;
- d. by clause 21.1.4(2), a person wishing to nominate for endorsement as the Party candidate for election to office in local government was required to do so in the manner prescribed by the State Executive;
- e. by clause 21.3.1(1), at the close of nominations for endorsement as the Party candidate for election to a particular office in local government, a Nomination Review Committee was required to be formed;
- f. by clause 21.3.3(1), each Nomination Review Committee was required to as soon as practicable after the close of nominations for endorsement as the Party candidate for election to a particular office in local government, decide whether to reject that nomination;
- g. by clause 21.3.4(3), each nomination which had not been rejected was deemed to have been accepted when the Nomination Review Committee resolved by simple majority that it had completed its deliberations in respect of all candidates for that office;
- h. by clause 21.3.4(6), the State Executive could accept a nomination rejected by the Nomination Review Committee;
- i. by clause 21.3.5, a nomination for endorsement as the Party candidate for election to a particular office in local government was taken to be received:
 - i. on the passing of a motion by the relevant Nomination Review Committee or State Executive to accept that nomination; or
 - ii. in all other cases, two months after the date of closing of nominations for the position, if no motion to refuse the nomination has been carried by that time;
- j. by clause 21.4.1, if the State Executive called for nominations for endorsement to be the Party candidate for election to a particular local government office and only one nomination was received, the person nominating was required to appear before a Selection Committee which would

ballot on whether to select the person nominating as the candidate (**2022 Uncontested Selection Method**);

- k. if more than one person nominated for endorsement to be the Party candidate for election to a particular office in local government:
 - i. by clauses 21.5.1-21.5.3, a selection was required to be made by a Selection Committee, or series of Selection Committees (as determined by the State Executive) formed for that purpose;
 - ii. by clause 21.5.6, if the Selection Committee was to select more than one candidate, it was required to select each candidate one at a time;
 - iii. by clause 21.6.1, pursuant to the timetable approved by the State Executive by clause 21.1.3, and as soon as practicable after a Selection Committee has selected a person to be the Party candidate for election to office in local government, the State Executive was required to, by motion, resolve whether or not to endorse that person as the Party candidate for election to that office (**2022 Contested Selection Method**).

13 At all material times, the 2024 Constitution provided:

- a. by clause 21.1.1, the State Executive was responsible for deciding which offices in local government the Party would contest;
- b. by clause 21.1.3(1), if the State Executive decided to contest an office in local government, the State Executive, acting on the recommendation of the State Director, was required to determine, among other things, the dates on which nominations would open and close and upon which the meeting of the relevant Selection Committee was to be held;
- c. by clause 21.1.3(2), for each office in local government that the State Executive decided to contest, the State Executive was required to prescribe the manner by which a person wishing to nominate for endorsement as the Party candidate for election to that office must do so, including prescribing the nomination fee (if any);
- d. by clause 21.1.4(1), if the State Executive decided to contest an office in local government, the State Director was required to notify members of the date on which nominations open and close and seek from Party members nominations for endorsement as the Party candidate for that office;

- e. by clause 21.1.4(2), a person wishing to nominate for endorsement as the Party candidate for election to an office in local government was required to do so in the manner prescribed by the State Executive;
- f. by clause 21.3.1(1), at the close of nominations for endorsement as the Party candidate for election to a particular office in local government, a Nomination Review Committee was required to be formed;
- g. by clause 21.3.3(2), each Nomination Review Committee was required to as soon as practicable after the close of nominations for endorsement as the Party candidate for election to a particular office in local government decide whether to accept or reject the nomination of each person who nominates;
- h. by clause 21.3.4(3), a nomination for endorsement as the Party candidate to a particular office in local government:
 - i. was accepted on the passing of a motion by the relevant Nomination Review Committee or State Executive to accept that nomination; or
 - ii. in all other cases, was deemed accepted two months after the date of closing of nominations for the relevant office, if no motion to reject the nomination had been carried at that time;
- i. by clause 21.3.4(5), the State Executive could accept a nomination rejected by the Nomination Review Committee;
- j. by clause 21.3.5, a nomination for endorsement as the Party candidate for election to a particular office in local government was taken to be received only when it was accepted or deemed accepted in accordance with clause 21.3.4(3);
- k. by clause 21.4.1(2), if the State Executive called for nominations for endorsement to be the Party candidate for election to a particular office in local government, and only one nomination was received, State Executive was required to, by motion, resolve whether or not to endorse that person as the Party candidate for election to that office (**2024 Uncontested Selection Method**); and
- l. if more than one person nominated for endorsement to be the Party candidate for election to a particular office in local government:
 - i. by clauses 21.5.1-21.5.3, a selection was required to be made by a Selection Committee, or series of Selection Committees (as determined by the State Executive), formed for that purpose;

- ii. by clause 21.5.6, if the Selection Committee was to select more than one candidate, it was required to select each candidate one at a time; and
- iii. by clause 21.6.1(1), as soon as practicable after the Selection Committee had selected a person to be the Party candidate for election to office in local government, the State Executive was required to, by motion, resolve whether or not to endorse that person as the Party candidate for election to that office (**2024 Contested Selection Method**).

14 At all material times, by clause 21.6.4(1) of the Constitution, if the State Executive decided there was insufficient time for the selection of candidates for local government as otherwise provided by the Constitution, State Executive could, by motion, modify the procedures for selection of candidates for those offices or dispense altogether with the procedures and endorse a member of the Party as its candidate for those offices (**Urgent Selection Method**).

15 In the premises, if the Plaintiffs and Group Members were endorsed by:

- a. the 2022 or 2024 Uncontested Selection Method;
- b. the 2022 or 2024 Contested Selection Method; or
- c. the Urgent Selection Method;

they were deemed by the Party to have been selected to run as the Party candidate for that particular office in local government.

16 Each of the Plaintiffs and Group Members were selected by the Party to run as a Party candidate for an office or offices in local government at the 2024 Election in accordance with one of the methods set out at paragraph 15.

C. COMMISSION NOMINATION REQUIREMENTS FOR LOCAL GOVERNMENT

17 At all material times, the nomination of candidates for local government was governed by the:

- a. LG Act; and
- b. *Local Government (General) Regulation 2021 (NSW)* (**LG Regulations**);

as amended from time to time.

18 At all material times the LG Act and LG Regulations provided in relation to nominating for an office in local government at a local government election:

- a. by regulation 286 of the LG Regulations, that the date of the **Nomination Day** for an ordinary election was the date of the fifth Wednesday before the day of the election (in relation to an attendance election), or such other date as the election manager determined in a particular case;
- b. by section 296B(2) of the LG Act, that the Commission was to appoint a Returning Officer and a substitute Returning Officer for each local government area (as constituted by proclamation pursuant to s 204 of the LG Act) who would conduct elections on behalf of, and under the direction of, the Electoral Commissioner;
- c. by section 306(1) of the LG Act, that a person who was not duly nominated was not eligible for election as a Councillor, or for election by the electors of an area as Mayor;
- d. by section 306(4) of the LG Act, that a nomination was to be proposed to and made by the Returning Officer as prescribed by the regulations;
- e. by section 306(5) of the LG Act, that a nomination was to be rejected if the Returning Officer had not been paid the deposit prescribed by the regulations for the nomination or (if none was prescribed) a deposit of 50 per cent of the deposit required to be deposited for the nomination of a candidate for election to the Legislative Assembly;
- f. by section 321(4) of the LG Act, that an application for party endorsement on ballot-papers under section 321 was required to be in writing signed by the applicant and delivered to the Returning Officer before noon on the day for the nomination of candidates at the election; and
- g. by regulation 295(1) of the LG Regulations, that on the day after the Nomination Day, or as soon as practicable after that day, and in the presence of scrutineers and any reasonable number of other persons who chose to be present, the Returning Officer was to do the following:
 - i. attend an approved place; and
 - ii. nominate as candidates for election the persons whose nomination papers the Returning Officer believed to be valid and that had not been cancelled.

19 At all material times, the LG Act and LG Regulations provided the following in relation to the nomination of candidates in a local government election by a political party:

- a. by section 321(1) of the LG Act, the Registered Officer for a political party could apply to the Returning Officer to arrange for the name of the party as registered in the Local Government Register of Political Parties, or the abbreviation of the name as so registered, to be printed adjacent to the name of a candidate on the ballot-papers for an election to an office in local government if the candidate has been endorsed for that election by the party;
- b. by regulation 289(1) of the LG Regulations, that a candidate for election was to be proposed for nomination in a nomination paper in Form 3 by the Registered Officer of a registered political party;
- c. by regulation 289(5) and (5AA) of the LG Regulations, that a nomination paper was to be made by lodging it with the Returning Officer by 12 noon on the Nomination Day using any one of the following methods:
 - i. by personal delivery to an approved place;
 - ii. by post;
 - iii. by transmission by facsimile or email; or
 - iv. through an approved website or online electronic nomination system;
- d. by regulation 289(8) of the LG Regulations, that a deposit for a nomination proposal was to be paid in the approved manner, by the person proposed for nomination or some person on his or her behalf, by 12 noon on the Nomination Day;
- e. by section 308A(2) of the LG Act, two or more candidates duly proposed for nomination for election could, before noon on the Nomination Day prescribed by the regulations, claim to have their names included in a group on the ballot-papers and in the order specified in the claim;
- f. by section 308A(3) of the LG Act, a claim for a group under section 308A(2) could also include a request for a group voting square for the group to appear on the ballot-papers to be used in the local government election, but only if:
 - i. in the case of an area not divided into wards, the number of candidates in the group on the Nomination Day was at least half the number of candidates to be elected; or
 - ii. in the case of an area divided into wards, there are at least as many candidates in the group on the Nomination Day as there are candidates to be elected;

- g. by regulation 301 of the LG Regulations, a claim to have candidate names included in a group on the ballot-papers in accordance with section 308A of the LG Act was required to be on the form approved by the election manager to be effective; and
- h. by section 321(2) of the LG Act, that a candidate at an election was taken to have been endorsed for the local government election by a political party registered in the Local Government Register of Political Parties only if:
 - i. the candidate was stated by the Registered Officer for the party to be so endorsed; or
 - ii. the name of the candidate was included in a statement that was signed by the Registered Officer for the party, sets out the names of the candidates endorsed by the party for the election and is given to the Returning Officer before noon on the day for the nomination of candidates at the election; or
 - iii. the Returning Officer was satisfied, after making such inquiries as the Returning Officer thought appropriate, that the candidate was so endorsed.

20 The Commission issued the following forms for nominations and group claims in the 2024 Election:

- a. a **Form LG.202**, being the form required to be completed pursuant to regulation 289(1) of the LG Regulations for a registered political party nomination for the position of Mayor or Councillor; and
- b. a **Form LG.204**, being the form required to be completed pursuant to regulation 301 of the LG Regulations to request that two or more candidates form a group on the ballot paper in their local government area.

21 The date of the Nomination Day for the 2024 Election for the purpose of regulation 286 of the LG Regulations was Wednesday 14 August 2024.

22 At all material times, the Commission maintained a Nominations Online Management System (**NOMS**) for the purpose of facilitating the lodgement of nominations by candidates prior to Nomination Day.

D. BACKGROUND TO MOORES' AND PAYNTER'S SELECTION

23 In or about April 2024, the Party opened the selection process for candidates for Cessnock City Council in the 2024 Election.

- 24 On 28 April 2024, Moores completed, as required by the Party and in compliance with clause 21.1.4(2) of the Constitution:
- a. a **Nomination for Selection** form, which provided that;
 - i. a nomination fee of \$1,200 was payable for the first winnable position nominated for, including Mayor;
 - ii. an additional \$500 was payable for the second and any subsequent winnable position nominated for; and
 - iii. no fee was payable for unwinnable positions;
 - b. a **Statutory Declaration** under the *Oaths Act 1900* (NSW); and
 - c. a **Nominee's Agreement**.
- 25 On or about 26 June 2024, Paynter completed, as required by the Party and in compliance with clause 21.1.4(2) of the Constitution:
- a. a Nomination for Selection form;
 - b. a Statutory Declaration; and
 - c. a Nominee's Agreement.
- 26 In or around mid-June 2024, the Party completed its internal nomination review process for Cessnock City Council in accordance with the provisions of the Constitution pleaded at paragraphs 10 to 14.
- 27 On 24 June 2024, the Plaintiffs received an email from Ilievska in which she confirmed that:
- a. the nomination review process for Cessnock City Council was complete;
 - b. the Party would charge the nomination fees, including the amount of \$1,200 for the first winnable position on each ticket; and
 - c. the Plaintiffs' nominations would proceed directly to a decision by the State Executive once all nomination fees had been received.
- 28 In early July 2024, the Plaintiffs each paid \$2,000 to the Party, which comprised a donation toward the Cessnock City Council election campaign.
- 29 In or about early July 2024, the Party, through its State Executive or otherwise completed the candidate endorsement process pleaded at paragraphs 10 to 14 in respect of the Plaintiffs.
- 30 On 6 July 2024, the Plaintiffs received an email from Ilievska, copying Shields and others, in which she:

- a. confirmed that the State Executive had endorsed the candidacies of the Party's Cessnock City Council ticket for winnable positions, being:
 - i. Moores as candidate for Mayor of Cessnock City Council;
 - ii. Paul Dunn as candidate for Ward A in the first ticket position;
 - iii. Moores as candidate for Ward B in the first ticket position;
 - iv. Karen Jackson as candidate for Ward C in the first ticket position; and
 - v. Paul Paynter as candidate for Ward D in the first ticket position;
- b. advised that the candidates must register, individually, their candidacy with the Commission; and
- c. advised that:
 - i. following the opening of nominations with the Commission on 5 August 2024, the Party would facilitate nominations of candidates online using the Commission's NOMS system; and
 - ii. the Party would be in contact with the candidates closer to the date to outline further details regarding nomination.

31 By reason of the matters pleaded at paragraphs 26 to 30, by no later than 6 July 2024 the Party selected:

- a. Moores as the Party's candidate for:
 - i. the number one position on the ticket for Ward B of Cessnock City Council; and
 - ii. Mayor of Cessnock City Council; and
- b. Paynter as the Party's candidate for the number one position on the ticket for Ward D of Cessnock City Council;

in accordance with one of the selection methods pleaded at paragraph 15.

Particulars

Further and better particulars will be provided after discovery.

32 On 28 July 2024:

- a. Dunn sent an email to Ilieveska, copying the Plaintiffs and Shields:
 - i. noting that the ticket positions had been submitted three weeks prior but had not been confirmed by the Party; and

- ii. requesting that Ilieveska provide an update on when the remaining ticket positions would be confirmed by the Party; and

b. Ilieveska sent an email to Dunn, copying Moores, Paynter and Shields:

- i. apologising for the delay;
- ii. noting that it had taken substantially longer than anticipated to review and progress the winnable candidates in areas requiring selections;
- iii. noting that some local government areas had not yet had a preselection timetable set; and
- iv. committing to review the remaining ticket positions for Cessnock City Council by 30 July 2024.

33 On 31 July 2024, Paul Dunn sent an email to Ilieveska, copying Moores, Paynter and Shields, following up her email of 28 July 2024.

34 In August 2024, the Commission sent emails to the Plaintiffs, Shields and Ilievka confirming that a request to form a group had been lodged with the Commission on behalf of the candidates for Cessnock City Council Wards B and D.

35 On 15 August 2024, the Commission sent emails to the Plaintiffs, Shields and Ilievka confirming that:

- a. Moores' Party candidacy for the positions of Mayor of City of Cessnock and Councillor for City of Cessnock Ward B; and
- b. Paynter's Party candidacy for the position of Councillor for City of Cessnock Ward D;

had been rejected by the Commission.

36 As at the date of the 2024 Election, the Plaintiffs were not candidates for any office in local government for Cessnock City Council.

E. BACKGROUND TO THE SELECTION OF GROUP MEMBERS

37 In the period from on or about 1 January 2024 to 15 August 2024, Group Members nominated with the Party to be the Party's candidate for an office or offices in local government by completing the following documents:

- a. a Nomination for Selection;
- b. a Statutory Declaration; and
- c. a Nominee's Agreement;

as required by the Party.

- 38 In the period from on or about 1 January 2024 to 15 August 2024, the Party endorsed Group Members to be Party candidates for an office or offices in local government in the 2024 Election in accordance with one or more of:

- a. the 2022 or 2024 Uncontested Selection Method;
- b. the 2022 or 2024 Contested Selection Method; or
- c. the Urgent Selection Method.

Particulars

Further and better particulars will be provided following discovery and the trial of common issues.

- 39 By reason of the matters pleaded at paragraphs 38 to 39, Group Members were selected by the Party to be the Party's candidate for an office or offices in local government for the 2024 Election.

Particulars

Further and better particulars will be provided following discovery and the trial of common issues.

F. CONDUCT OF THE DEFENDANTS

- 40 Following the selection of the Plaintiffs and Group Members as Party candidates in the 2024 Election as pleaded at paragraphs 31 and 40, the Defendants:

- a. failed to lodge valid Forms LG.202 and LG.204 to the Commission on behalf of some or all the Plaintiffs and Group Members, as required by regulations 289(1) and 301 of the LG Regulations;
- b. further or in the alternative, failed to process some or all the Plaintiffs' and each Group Member's nominations on NOMS; and
- c. further or in the alternative, failed to lodge the required nomination fee with the Commission on behalf of some or all the Plaintiffs and Group Members, as required by section 306(5) of the LG Act.

Particulars

Further and better particulars will be provided following discovery.

41 Further or in the alternative to paragraph 41, following the selection of the Plaintiffs and Group Members as Party candidates in the 2024 Election as pleaded at paragraphs 31 and 40, the Defendants:

- a. lodged invalid Forms LG.202 and LG.204 to the Commission on behalf of the some or all the Plaintiffs and Group Members, and thereby failed to fulfil the requirements of regulations 289(1) and 301 of the LG Regulations;
- b. further or in the alternative, failed to process some or all the Plaintiffs' and each Group Member's nominations on NOMS; and
- c. further or in the alternative, failed to lodge the required nomination fee with the Commission on behalf of some or all the Plaintiffs and Group Members, as required by section 306(5) of the LG Act.

Particulars

Further and better particulars will be provided following discovery.

42 By reason of the matters pleaded at paragraphs 41 to 42, the Plaintiffs and Group Members were not successfully nominated with the Commission in accordance with the LG Act and LG Regulations to contest the 2024 Election.

G. BREACH OF CONTRACT BY THE PARTY

43 Upon becoming a financial member of the Party, the Plaintiffs and Group Members entered a contract with the Party (through its State Director and Deputy State Director) the terms of which were governed by the Constitution, as amended from time to time (**First Party Contract**).

44 In consideration for the Party Contract, the Plaintiffs and Group Members paid membership fees to become a financial member of the Party.

45 It was a term of the Party Contract that a financial member of the Party had the right to nominate for endorsement as a Party candidate for election to local government unless rendered ineligible by the Constitution (the **First Party Contract Term**).

Particulars

Constitution, clause 3.2.1.

46 In or about the period from 1 January 2024 to 15 August 2024, the Plaintiffs and Group Members sought to invoke their right to nominate for endorsement as a Party candidate for the 2024 Election under the First Party Contract Term.

- 47 Neither the Plaintiffs nor any Group Member were rendered ineligible to be a Party candidate for election to local government under the Constitution.
- 48 In or about July or August 2024, the Party breached the First Party Contract Term by failing, through its then State Director and Deputy State Director, Shields and Ilievska (together, **State Directors**), to nominate the Plaintiffs and Group Members for the 2024 Election (**First Party Contract Breach**).

Particulars

The matters pleaded at paragraphs 41 to 43 are repeated.

- 49 Further or in the alternative to paragraphs 44 to 49, on or around the dates the Party selected the Plaintiffs and Group Members to be a Party candidate for an office in local government at the 2024 Election, the Party and/or the State Directors entered a contract with the Plaintiffs and Group Members (**Second Party Contract**).
- 50 In consideration for the Second Party Contract, the Plaintiffs and Group Members:
- a. where selected for a winnable position, paid a nomination fee to the Party;
 - b. made a donation to the Party to fund the campaign for the 2024 Election;
 - c. disclosed confidential information to the Party;
 - d. undertook to indemnify the Party against any liability arising from unauthorised expenditure incurred by the Plaintiffs and Group Members, or on their behalf (with their authority); and/or
 - e. agreed to submit a signed authority directing that, should the Plaintiffs or Group Members be elected as an endorsed Party Councillor, the relevant council would remit a levy equal to 3% (which may be amended from time to time but shall not exceed 5%) of any council fees they received (pre-tax) to the Party with immediate effect.

Particulars

- (i) Nomination for Selection;
- (ii) Statutory Declaration;
- (iii) Nominee's Agreement; and
- (iv) Further and better particulars may be provided following discovery and, in respect of Group Members, following the trial of common issues.

- 51 It was a term of the Second Party Contract that the Party and/or State Directors would lodge the Plaintiffs' and each Group Member's nomination with the Commission for the 2024 Election (**Second Party Contract Term**).

Particulars

- (i) In respect of the Plaintiffs, the term was contained in an email sent by Ilievska on 6 July 2024 (and copied to Shields and other officers of the Party);
 - (ii) The term was otherwise implied as a matter of law to give business efficacy to the Second Party Contract;
 - (iii) Further and better particulars will be provided following discovery.
- 52 In or about July or August 2024, the Party and/or State Directors breached the Second Party Contract Term by failing to nominate the Plaintiffs and Group Members for the 2024 Election (**Second Party Contract Breach**).

Particulars

The matters pleaded at paragraphs 41 to 43 are repeated.

H. BREACH OF CONTRACT BY BUNORI

- 53 On or around the dates the Party selected the Plaintiffs and Group Members to be a Party candidate for an office in local government at the 2024 Election, Bunori, as the employer and/or principal of the State Directors and other Party staff, entered a contract with the Plaintiffs and Group Members (**Bunori Contract**).
- 54 In consideration for the Bunori Contract, the Plaintiffs and Group Members:
- a. Where they were selected for a winnable position, paid a nomination fee to the Party;
 - b. made a donation to the Party to fund the campaign for the 2024 Election;
 - c. disclosed confidential information to the Party;
 - d. undertook to indemnify the Party against any liability arising from unauthorised expenditure incurred by the Plaintiffs and Group Members, or on their behalf (with their authority); and/or
 - e. agreed to submit a signed authority directing that, should the Plaintiffs or Group Members be elected as an endorsed Party Councillor, the relevant council would remit a levy equal to 3% (which may be amended from time to

time but shall not exceed 5%) of any council fees they received (pre-tax) to the Party with immediate effect.

Particulars

- (i) Nomination for Selection;
- (ii) Statutory Declaration;
- (iii) Nominee's Agreement; and
- (iv) Further and better particulars may be provided following discovery and, in respect of Group Members, following the trial of common issues.

55 It was a term of the Bunori Contract that Bunori would lodge the Plaintiffs' and each Group Member's nomination with the Commission for the 2024 Election (**Bunori Contract Term**).

Particulars

- (i) In respect of the Plaintiffs, the term was contained in an email sent by Ilievska on 6 July 2024 (and copied to Shields and other officers of the Party);
- (ii) The term was otherwise implied as a matter of law to give business efficacy to the Second Party Contract; and
- (iii) Further and better particulars will be provided following discovery, and in respect of Group Members, following the trial of common issues.

56 In or about July or August 2024, Bunori breached the Bunori Contract Term by failing to nominate the Plaintiffs and Group Members for the 2024 Election (**Bunori Contract Breach**).

Particulars

The matters pleaded at paragraphs 41 to 43 are repeated.

I. NEGLIGENCE OF SHIELDS AND ILIEVSKA

57 At all material times, the State Directors owed the Plaintiffs and Group Members a duty of care to exercise all due care, skill, and diligence in processing their local government nominations for the 2024 Election.

58 The State Directors owed the duty of care pleaded in paragraph 58 to the Plaintiffs and Group Members because:

- a. the State Directors were appointed to manage the affairs of the Party (including the nomination of candidates) on behalf of financial members including the Plaintiffs and Group Members;
- b. the State Directors had special expertise in relation to the nomination processes with the Commission under the LG Act and LR Regulations;
- c. the Plaintiffs and Group Members, on the other hand, did not have special expertise in relation to the nomination processes with the Commission under the LG Act and LG Regulations;
- d. the State Directors had sole capacity to confer upon the Plaintiffs and Group Members the ability to be recognised and treated as endorsed candidates of the Party for the 2024 Election, without which they were not able to be proposed and nominated for local government by the Commission;
- e. the Plaintiffs and Group Members, on the other hand, did not have the capacity to ensure they were recognised and treated as endorsed candidates of the Party for the 2024 Election;
- f. the State Directors were responsible for completing Part B of Form LG.202, a prerequisite to nominate the Plaintiff and Group Members as Party candidates;
- g. the Party and State Directors (who carry on the management of the Party) undertook (and thereby assumed responsibility) to lodge the Plaintiffs' and each Group Member's nominations with the Commission;
- h. there was a clear and substantial risk that if the State Directors did not lodge the Plaintiffs' and each Group Member's nominations with the Commission they would not be nominated as candidates and would thereby suffer loss and damage; and
- i. the Plaintiff and Group Members were proposed to be candidates for the Party at the 2024 Election and hence had an expectation that the State Directors, as representatives of the Party, would do all things necessary to process their nomination.

59 At all material times, it was reasonably foreseeable to the State Directors that if candidates in the position of the Plaintiffs and Group Members provided their nomination documentation to the Party and staff of the Party did not process and lodge it with the Commission, that they:

- a. would not be nominated for the 2024 Election; and

b. would incur loss and damage as a result.

60 The risk that the Plaintiffs and Group Members could suffer loss and damage because of a breach of the duty of care pleaded at paragraph 58 was:

- a. reasonably foreseeable;
- b. not insignificant;
- c. a risk against which a reasonable person in the position of the State Directors would have taken precautions, considering:
 - i. the probability that harm would occur if care was not taken;
 - ii. the likely seriousness of the harm;
 - iii. the burden of taking precautions to avoid the risk of harm; and
 - iv. the social utility of the activity that created the risk of harm.

61 It was reasonable for the Plaintiffs and Group Members to rely on the Party to lodge their nominations for the 2024 Election with the Commission.

62 In breach of the duty of care pleaded in paragraph 58, the State Directors engaged in the conduct pleaded at paragraphs 41 to 43, being the **State Director Negligence**.

J. VICARIOUS LIABILITY

63 Each of the State Directors was at all material times:

- a. a servant or agent of the Party; and
- b. further or in the alternative, a servant, agent, or employee of Bunori.

64 The State Director Negligence was committed within the scope of:

- a. the State Directors' service or agency to the Party; and
- b. further or in the alternative, service or agency to, or employment with, Bunori.

65 By reason of the matters pleaded at paragraphs 64 to 65, the conduct of the State Directors is taken to be:

- a. the conduct of the Party; and
- b. further or in the alternative, the conduct of Bunori.

66 In the premises:

- a. the Party is liable for the negligence of the State Directors (**Party Negligence**); and

- b. further or in the alternative, Bunori is liable for the negligence of the State Directors (**Bunori Negligence**).

K. LOSS OR DAMAGE

67 By reason of any or all the:

- a. First Party Contract Breach;
- b. Second Party Contract Breach;
- c. Bunori Contract Breach;
- d. State Director Negligence;
- e. Party Negligence; and/or
- f. Bunori Negligence;

the Plaintiffs and Group Members have suffered loss or damage.

Particulars

- (i) The loss or damage suffered by Moores includes the loss of his Councillor and Mayor or Deputy Mayor fees in the period September 2024 to September 2028 (and, where applicable, superannuation) and the disappointment, distress, and inconvenience arising from the Party's failure to validly nominate him for the 2024 Election;
- (ii) The loss or damage suffered by Paynter includes the loss of his Councillor fees in the period September 2024 to September 2028 (and, where applicable, superannuation) and the disappointment, distress and inconvenience arising from the Party's failure to validly nominate him for the 2024 Election; and
- (iii) Further particulars of the loss or damage suffered by the Plaintiffs will be provided following the service of evidence and, in the case of Group Members, further particulars of their loss or damage will be provided following the trial of common issues.

L. COMMON QUESTIONS

68 The questions of law or fact common to the claims of Group Members are:

- a. Whether the Defendants engaged in the conduct set out in paragraphs 41 to 43, and if so, which conduct;

- b. Whether the Plaintiffs and Group Members entered the First Party Contract and the terms, if any, of that contract;
- c. Whether the Plaintiffs and Group Members entered the Second Party Contract and the terms, if any, of that contract;
- d. Whether the Party breached the:
 - i. First Party Contract; and
 - ii. Second Party Contract;
- e. Whether the Plaintiffs and Group Members entered the Bunori Contract and the terms, if any, of that contract;
- f. Whether Bunori breached the Bunori Contract;
- g. Whether the State Directors owed a duty of care to the Plaintiffs and Group Members as pleaded in paragraph 58;
- h. Whether the State Directors breached their duty of care to the Plaintiffs and Group Members as pleaded in paragraph 58;
- i. Whether:
 - i. the Party; or
 - ii. Bunori;
 were vicariously liable for the negligence of the State Directors;
- j. Whether:
 - i. the Party; or
 - ii. Bunori;
 were liable as principal(s) for the negligence of the State Directors; and
- k. Whether damages are recoverable from the Defendants and, if so:
 - i. which Defendants; and
 - ii. on what basis.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014* that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

I have advised the plaintiffs that court fees may be payable during these proceedings. These fees may include a hearing allocation fee.

Signature



Capacity

Solicitor on the Record

Date of signature

9 April 2025

NOTICE TO DEFENDANT

If you do not file a defence within 28 days of being served with this statement of claim:

- **You will be in default in these proceedings.**
- **The court may enter judgment against you without any further notice to you.**

The judgment may be for the relief claimed in the statement of claim and for the plaintiff's costs of bringing these proceedings. The court may provide third parties with details of any default judgment entered against you.

HOW TO RESPOND

Please read this statement of claim very carefully. If you have any trouble understanding it or require assistance on how to respond to the claim you should get legal advice as soon as possible.

You can get further information about what you need to do to respond to the claim from:

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at www.lawaccess.nsw.gov.au.
- The court registry for limited procedural information.

You can respond in one of the following ways:

- 1 If you intend to dispute the claim or part of the claim, by filing a defence and/or making a cross-claim.**
- 2 If money is claimed, and you believe you owe the money claimed, by:**
 - Paying the plaintiff all of the money and interest claimed. If you file a notice of payment under UCPR 6.17 further proceedings against you will be stayed unless the court otherwise orders.
 - Filing an acknowledgement of the claim.
 - Applying to the court for further time to pay the claim.
- 3 If money is claimed, and you believe you owe part of the money claimed, by:**

- Paying the plaintiff that part of the money that is claimed.
- Filing a defence in relation to the part that you do not believe is owed.

Court forms are available on the UCPR website at www.ucprforms.nsw.gov.au or at any NSW court registry.

REGISTRY ADDRESS

Street address	184 Phillip Street, Sydney NSW 2000
Postal address	GPO Box 2, Sydney NSW 2001
Telephone	02 8831 4500

AFFIDAVIT VERIFYING

Name John Moores
 Address 
 Occupation Business Owner
 Date 6 April 2025

I affirm:

- 1 I am the First Plaintiff.
- 2 I believe that the allegations of fact in the statement of claim are true.

AFFIRMED at

Signature of deponent

Name of witness

Address of witness

Capacity of witness

WYOMING, WYOMING
John C. Moores
Phillip Leon Abadee

Solicitor

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

- 1 I saw the face of the deponent. ~~I have taken every opportunity to inspect the face of the deponent.~~
 It did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.*
- 2 We have known the deponent for at least 12 months. ~~I have taken every opportunity to inspect the face of the deponent.~~
 We have confirmed the deponent's identity using the following identification document:


 Identification document relied on (may be original or certified copy)* ECA
2 Sept. 2025

Signature of witness

Note: The deponent and witness must sign each page of the affidavit. See UCPR 25.7B.

[* The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

[* "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011.]

Paul Ruggie
John C. Moores
TRP

AFFIDAVIT VERIFYING

Name **Paul Paynter**
 Address [REDACTED]
 Occupation **Business Owner**
 Date **6 April 2025**

I affirm:

- 3 I am the Second Plaintiff.
 4 I believe that the allegations of fact in the statement of claim are true.

AFFIRMED at

Wymondham, NSW

Signature of deponent

Paul Paynter

Name of witness

Phillip Leon Abadee

Address of witness

[REDACTED]

Capacity of witness

Solicitor

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

- 1 ~~I saw the face of the deponent.~~ ~~I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.~~
 2 ~~I have known the deponent for at least 12 months.~~ ~~I have confirmed the deponent's identity using the following identification document:~~

[REDACTED]
 Identification document relied on (may be original or certified copy): *§ 57(2)(b) 2017*

Signature of witness

[Signature]

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

[* The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

[* "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011.]

Jh e Jones

PARTY DETAILS**PARTIES TO THE PROCEEDINGS****Plaintiffs**

John Moores, First Plaintiff

Paul Paynter, Second Plaintiff

DefendantsThe Liberal Party of Australia, New South
Wales Division, First DefendantBunori Pty Ltd (ACN 003 119 211), Second
DefendantRichard James Shields, Third Defendant
Dorina Ilievska, Fourth Defendant**FURTHER DETAILS ABOUT PLAINTIFFS****First Plaintiff**

Name John Moores

Address

Second Plaintiff

Name Paul Paynter

Address

Legal representative for plaintiffs

Name George Newhouse

Practising certificate number 19904

Firm Centennial Lawyers

Contact solicitor George Newhouse

Address 162 Redfern Street

Redfern NSW 2016

Telephone (02) 9356 4906

Email georgen@centenniallawyers.com.au

Electronic service address georgen@centenniallawyers.com.au

DETAILS ABOUT DEFENDANTS**First Defendant**

Name The Liberal Party of Australia, New South Wales Division
Address Level 2, 131 Macquarie Street
Sydney, NSW 2000
Australia

Second Defendant

Name Bunori Pty Ltd (ACN 003 119 211)
Address Level 2, 131 Macquarie Street
Sydney, NSW 2000
Australia

Third Defendant

Name Richard James Shields
Address 

Fourth Defendant

Name Dorina Ilievska
Address c/o Bunori Pty Ltd Level 2, 131 Macquarie Street
Sydney, NSW 2000