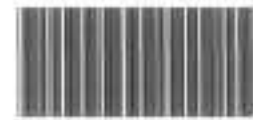




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### Defence to Amended Statement of Claim

#### COURT DETAILS

Court	Supreme Court of NSW
Division	Common Law
List	Common Law General
Registry	Supreme Court Sydney
Case number	2018/00263134

#### TITLE OF PROCEEDINGS

First Plaintiff	Garfield Mario Fernandez
Second Plaintiff	Apikali Fotu
First Defendant	STATE OF NSW ABN 15122850033
Second Defendant	Western Sydney Local Health District
Number of Defendants	16

#### FILING DETAILS

Filed for	STATE OF NSW, Defendant 1 Western Sydney Local Health District, Defendant 2 SOUTH WESTERN SYDNEY LOCAL HEALTH DISTRICT, Defendant 3 Sydney Local Health District, Defendant 4 Northern Sydney Local Health District, Defendant 5 Nepean Blue Mountains Local Health District trading as Nepean Hospital, Defendant 6 Illawarra Shoalhaven Local Health District, Defendant 7 Central Coast Local Health District, Defendant 8 Far West Local Health District, Defendant 9 Hunter New England Local Health District, Defendant 10 Mid North Coast Local Health District, Defendant 11 Murrumbidgee Local Health District, Defendant 12 Northern NSW Local Health District, Defendant 13 SOUTHERN NSW LOCAL HEALTH DISTRICT trading as QUEANBEYAN DISTRICT HOSPITAL, Defendant 14 WESTERN NSW LOCAL HEALTH DISTRICT trading as PARKES HOSPITAL, Defendant 15 South Eastern Sydney Local Health District, Defendant 16
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Legal representative Wen-Ts'ai Lim  
Legal representative reference  
Telephone 02 9258 6000

### **ATTACHMENT DETAILS**

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Lodge Document, along with any other documents listed below, were filed by the Court.

Defence to Amended Statement of Claim (Notice of Defence.pdf)

[attach.]

Form 7A (version 5)

UCPR 14.3

**DEFENCE**

**COURT DETAILS**

Court	Supreme Court of New South Wales
Division	Common Law Division
List	General
Registry	Sydney
Case number	<b>2018/263134</b>

**TITLE OF PROCEEDINGS**

first Plaintiff	Garfield Mario Fernandez
second Plaintiff	Apikali Fotu
first Defendant	State of New South Wales
Number of defendants (if more than two)	16

**FILING DETAILS**

Filed for	Defendants
Legal representative	Wen-Ts'ai Lim
Legal representative reference	1000 029 740
Legal representative PCN	<b>19196</b>
Contact name and telephone	Wen-Ts'ai Lim (02) 9258 6638
Contact email	wentsai.lim@ashurst.com

## PLEADINGS AND PARTICULARS

In this defence, a reference to the "defendants" includes each of the first to sixteenth defendants.

### Representative proceedings

1. As to paragraph 1 of the amended statement of claim (**ASOC**), the defendants:
  - (a) admit that the first and second plaintiffs have commenced these proceedings on their own behalf;
  - (b) admit that the first and second plaintiffs are entitled, pursuant to Part 10 of the *Civil Procedure Act 2005* (NSW), to commence representative proceedings on behalf of the group members identified in paragraph 2 of the ASOC to the extent that their claims in the proceedings involve the questions of whether:
    - (i) the Fees Directions (as defined in paragraph 6 below) are repugnant to the *Health Services Act 1997* (NSW) (**HSA**);
    - (ii) the Charging Directions (as defined in paragraph 7 below) are repugnant to the HSA;
    - (iii) the second to sixteenth defendants thereby did not have lawful authority to procure a guarantee from any of the group members;
  - (c) otherwise do not admit the allegations made.

### The group members

2. The defendants do not admit the allegations in paragraph 2 of the ASOC and say further that if any of the fourth to sixteenth defendants is not the subject of any claim by at least one group member who has guaranteed to that defendant the payment of monies payable or owing by an "Ineligible Person" (as defined in paragraph 2 of the ASOC) then the proceedings should be dismissed with costs as regards that defendant.

### The sub-group

3. The defendants do not admit the allegations in paragraph 3 of the ASOC and say further that If any of the fourth to sixteenth defendants is not the subject of any claim by at least one member of the alleged sub-group who has guaranteed to that defendant the payment of monies payable or owing by an "Impecunious Ineligible Person" (as defined in paragraph 3 of the ASOC) then the proceedings, to the extent that they rely upon claims made by members of the alleged sub-group, should be dismissed with costs as regards that defendant.

### The defendants

4. As to paragraph 4 of the ASOC, the first defendant admits that it may be sued in accordance with section 5 of the *Crown Proceedings Act 1988* (NSW) but does not otherwise admit the allegations made.
5. As to paragraph 5 of the ASOC, the defendants:
  - (a) admit the allegations made in subparagraphs 5(a),(b) and (c);
  - (b) admit that each of the second to sixteenth defendants have provided hospital and health services at a public hospital or public hospitals under its control in the relevant local government area, city or other area identified in Schedule 1 of the HSA and in clause 25 of the Health Services Regulations 2018;
  - (c) say further that each of the second to sixteenth defendants has performed, at all material times, the statutory functions referred to in section 10 of the HSA, having regard to sections 8 and 9 of the HSA;
  - (d) admit that a defendant which provided hospital and health services at a public hospital or public hospitals under its control to a Medicare ineligible patient did so in trade or commerce within the meaning of section 2(1) of the *Australian Consumer Law (ACL)*; and
  - (e) otherwise deny the allegations made.

### Directions by NSW Health to Local Health Districts

6. As to paragraph 6 of the ASOC, the defendants:
- (a) admit that the following policy directives have been made (**Fees Directions**):
    - (i) PD2010\_044 made by the Director-General of Health, published on 28 June 2010 and rescinded by PD2013\_018;
    - (ii) PD2013\_018 made by the Director-General of Health, published on 15 July 2013 and rescinded by PD2014\_009;
    - (iii) PD2014\_009 made by the Director-General of Health, published on 31 March 2014 and rescinded by PD2014\_020;
    - (iv) PD2014\_020 made by the Director-General of Health, published on 30 June 2014 and rescinded by PD2015\_022;
    - (v) PD2015\_022 made by the Director-General of Health, published on 13 July 2015 and rescinded by PD2016\_024;
    - (vi) PD2016\_024 made by the Secretary, NSW Health, published on 17 June 2016 and rescinded by PD2017\_018;
    - (vii) PD2017\_018 made by the Secretary, NSW Health, published on 27 June 2017 and rescinded by PD2018\_024 on 3 July 2018;
  - (b) say that the Fees Directions were lawfully authorised under subsection 127(4) of the HSA;
  - (c) rely upon the Fees Directions, and each of them, for their full terms and effect;
  - (d) say that the HSA does not preclude the making of the Fees Directions or any part thereof; and
  - (e) otherwise deny the allegations made.

### Particulars

- (i) Accounts and Audit Determination for Public Health Organisations (January 2005), paragraphs 1.1 & 1.2.
- (ii) PD2010\_044 applied to the second to sixteenth defendants from 1 July 2011 pursuant to the *Health Services Amendment (Local Health Networks) Act 2010* (NSW) and the *Health Services Amendment (Local Health Districts and Boards) Act 2011* (NSW).

7. As to paragraph 7 of the ASOC, the defendants:

(a) admit that the following policy directives have been made  
**(Charging Directions):**

- (i) PD2016\_031 made by the Director-General of Health, published on 28 July 2016 and rescinded by PD2016\_055;
  - (ii) PD2016\_055 made by the Director-General of Health, published on 1 December 2016;
- (b) say that the Charging Directions were lawfully authorised under subsection 127(4) of the HSA;
- (c) rely upon the Charging Directions, and each of them, for their full terms and effect; and
- (d) say that the HSA does not preclude the making of the Charging Directions or any part thereof; and
- (e) otherwise deny the allegations made.

**The procurement of a guarantee from group members by local health districts**

8. As to paragraph 8 of the ASOC, the defendants:

- (a) say that on or about 31 March 2017 the first plaintiff executed a guarantee in favour of the second defendant;
- (b) say that on or about 17 August 2017 the second plaintiff executed a guarantee in favour of the third defendant;

- (c) say that on or about 3 October 2017 the second plaintiff executed a guarantee in favour of the third defendant;
- (d) say that each of the guarantees referred to in (a) to (c) above were obtained consistently with the Charging Directions and the Fees Directions;
- (e) say that the HSA did not preclude the obtaining of each of the guarantees referred to in (a) to (c) above;
- (f) do not admit that each or any of the fourth to sixteenth defendants obtained a guarantee from at least one group member; and
- (g) otherwise do not admit the allegations made.

#### **The recovery of monies from group members by local health districts**

9. As to paragraph 9 of the ASOC, the defendants:
- (a) say that the second defendant has recovered the sum of \$10 from the first plaintiff pursuant to the guarantee given by him;
  - (b) say that the third defendant has recovered the sum of approximately \$460 from the second plaintiff pursuant to the guarantees given by her;
  - (c) do not admit that each or any of the fourth to sixteenth defendants has recovered monies payable or owing pursuant to a guarantee from at least one group member; and
  - (d) otherwise do not admit the allegations made.

#### **The lack of authority of local health districts to procure guarantee from group members**

10. The defendants deny the allegations made in paragraph 10 of the ASOC and say that:
- (a) at all material times each of the second to sixteenth defendants had authority to procure guarantees in respect of fees which a person is liable to pay under section 70 of the HSA for any health service other than a non-chargeable hospital service:



- (i) in exercise of their functions under section 10 of the HSA;  
and/or
  - (ii) by reason of their statutory powers under section 22 of the  
HSA; and
- (b) that authority subsists even if, which is denied, there was  
repugnancy as alleged by the plaintiffs as between the Fees  
Directions and/or the Charging Directions and the HSA.

11. The defendants deny the allegations made in paragraph 11 of the ASOC.

**The lack of consideration provided by local health districts for  
guarantees procured from sub-group members**

12. As to paragraph 12 of the ASOC, the defendants:
- (a) repeat and rely upon paragraph 10 above;
  - (b) do not admit that each or any of the fourth to sixteenth defendants  
obtained a guarantee from at least one group member; and
  - (c) otherwise deny the allegations made in paragraph 12 of the ASOC  
and will rely upon section 71 of the HSA for its full terms and effect.

13. The defendants deny the allegations made in paragraph 13 of the ASOC.

**The failure by local health districts to make disclosure required under  
the general law to the sub-group members**

14. As to paragraph 14 of the ASOC, the defendants:
- (a) do not admit the allegations made in subparagraph 14(a);
  - (b) deny the allegations made in subparagraph 14(b); and
  - (c) will rely upon section 71 of the HSA for its full terms and effect.
15. The defendants deny the allegations made in paragraph 15 of the ASOC  
and will rely upon the full terms and effect of section 71 of the HSA.

16. As to paragraph 16 of the ASOC, the defendants:
- (a) do not admit that each or any of the fourth to sixteenth defendants obtained a guarantee from at least one group member;
  - (b) otherwise deny the allegations made.
17. The defendants deny the allegations made in paragraph 17 of the ASOC.

**Unconscionable conduct by local health districts within the meaning of the unwritten law under the Australian Consumer Law (ACL)**

18. In answer to the allegations made in paragraph 18 of the ASOC, the defendants refer to and repeat paragraphs 14 to 16 above.
19. As to paragraph 19 of the ASOC, the defendants:
- (a) admit that a defendant which obtained a guarantee in respect of the cost of treatment provided to a Medicare ineligible person did so in trade or commerce within the meaning of sections 2(1) and 20(1) of the ACL;
  - (b) deny that the alleged conduct of any of the defendants was at any relevant time unconscionable within the meaning of section 20 of the ACL; and
  - (c) otherwise deny the allegations made.

**Misleading or deceptive conduct by local health districts under the ACL**

20. As to paragraph 20 of the ASOC, the defendants:
- (a) deny that the second defendant made a representation in the nature of the Fees Direction Representation (as defined in the ASOC) to the first plaintiff;
  - (b) deny that the third defendant made a representation in the nature of the Fees Direction Representation to the second plaintiff;
  - (c) do not admit that each or any of the fourth to sixteenth defendants has made a representation in the nature of the Fees Direction Representation as alleged;

- (d) rely upon the Fees Directions, and each of them, for their full terms and effect; and
  - (e) otherwise do not admit the allegations made therein.
21. As to paragraph 21 of the ASOC, the defendants:
- (a) repeat and rely upon its response to paragraph 20 above; and
  - (b) in those circumstances deny and do not plead further to paragraph 21 of the ASOC.
22. As to paragraph 22 of the ASOC the defendants:
- (a) deny that the second defendant made a representation in the nature of the Charging Direction Representation (as defined in the ASOC) to the first plaintiff;
  - (b) deny that the third defendant made a representation in the nature of the Charging Direction Representation to the second plaintiff;
  - (c) do not admit that each or any of the fourth to sixteenth defendants has made a representation in the nature of the Charging Direction Representation as alleged;
  - (d) deny, to the extent alleged, that the Charging Directions, or either of them, require the making of a representation in the nature of the Charging Direction Representation;
  - (e) rely upon the Charging Directions and each of them for their full terms and effect; and
  - (f) otherwise deny the allegations made.
23. As to paragraph 23 of the ASOC, the defendants:
- (a) repeat and rely upon its response to paragraph 22 above; and
  - (b) in those circumstances deny and do not plead further to paragraph 23 of the ASOC.
24. As to paragraph 24 of the ASOC, the defendants:

- (a) repeat and rely upon paragraphs 20 to 23 above;
  - (b) deny that the first or second plaintiffs provided a guarantee or guarantees in reliance upon a representation in the nature of the Fees Direction Representation;
  - (c) deny that the first or second plaintiffs provided a guarantee or guarantees in reliance upon a representation in the nature of the Charging Direction Representation; and
  - (d) otherwise do not admit the allegations made.
25. The defendants do not admit the allegations made in paragraph 25 of the ASOC.
26. As to paragraph 26 of the ASOC, the defendants:
- (a) admit that a defendant which obtained a guarantee in respect of the cost of treatment provided to a Medicare ineligible person did so in trade or commerce within the meaning of sections 2(1) and 18(1) of the ACL;
  - (b) deny that the alleged conduct of any of the defendants was at any relevant time misleading or deceptive or likely to mislead or deceive within the meaning of section 18 of the ACL; and
  - (c) otherwise deny the allegations made.

**Unconscionable conduct of local health districts under the ACL**

27. In answer to paragraph 27 of the ASOC, the defendants repeat and rely upon paragraphs 14 to 16 and 20 to 25 above.
28. As to paragraph 28 of the ASOC, the defendants:
- (a) deny that the matters presently particularised suffice to establish vulnerability; and
  - (b) otherwise do not admit the allegations made.
29. As to paragraph 29 of the ASOC, the defendants:
- (a) repeat and rely upon paragraphs 27 and 28 above; and

- (b) otherwise deny the allegations made.
30. As to paragraph 30 of the ASOC, the defendants:
- (a) repeat and rely upon paragraphs 27 to 29 above;
  - (b) admit that a defendant which obtained a guarantee in respect of the cost of treatment provided to a Medicare ineligible person did so in trade or commerce within the meaning of sections 2(1) and 21(1) of the ACL;
  - (c) deny that the conduct of any of the defendants was at any relevant time unconscionable in contravention of section 21 of the ACL; and
  - (d) otherwise deny the allegations made.

**The guarantees procured from sub-group members are unjust within the CRA**

31. In answer to paragraph 31 of the ASOC, the defendants repeat and rely upon paragraphs 14 to 16, 20 to 25, 28 and 29 above.
32. The defendants deny the allegations made in paragraph 32 of the ASOC.

**The first plaintiff's individual claim**

33. The second defendant admits the allegations made in paragraph 33 of the ASOC.
34. The second defendant admits the allegations made in paragraph 34 of the ASOC.
35. As to paragraph 35 of the ASOC, the second defendant:
- (a) admits that Mr Wayne Fernandez (**Mr Fernandez**) was ordinarily resident in India;
  - (b) admits that Mr Fernandez, in March 2017, suffered from an acute illness connected with chronic conditions of asthma and cerebral palsy;
  - (c) admits that on or about 31 March 2017, Mr Fernandez was admitted to Blacktown Hospital for treatment of his condition;

- (d) admits that Mr Fernandez, at the time he was admitted to Blacktown Hospital, was accompanied by the first plaintiff;
- (e) says further that between 31 March 2017 to 4 April 2017 Mr Fernandez received medical treatment at Blacktown Hospital and was accommodated there; and
- (f) otherwise does not admit the allegations made.

### Particulars

Services provided to Mr Fernandez included the following:

- (i) accommodation from 31 March to 4 April 2017;
  - (ii) radiography on 1 and 2 April 2017;
  - (iii) treatment for central venous pressure on 31 March 2017;
  - (iv) ventilatory support on 31 March 2017 and 1 April 2017; and
  - (v) management in an intensive care unit by a specialist or consultant physician on 31 March 2017 to 2 April 2017.
36. The second defendant does not admit the allegations made in paragraph 36 of the ASOC.
37. As to paragraph 37 of the ASOC, the second defendant:
- (a) admits that on or about 31 March 2017, a member of staff at Blacktown Hospital presented the first plaintiff with a document headed "Overseas Visitor Guarantor's Statement" (**Fernandez Guarantee**);
  - (b) admits that the first plaintiff signed the Fernandez Guarantee as guarantor;
  - (c) says that the staff member did not make oral statements to the first plaintiff, at the time of providing the Fernandez Guarantee to him, indicating the terms of section 71 of the HSA;
  - (d) denies that the staff member made the "Fees Direction Representation" to the first plaintiff; and

(e) otherwise denies the allegations made therein.

38. The second defendant admits that Mr Fernandez was invoiced for the sum of \$18,075.30 for accommodation, radiography services and medical treatment provided and otherwise does not admit the allegations made in paragraph 38 of the ASOC.
39. The second defendant admits that Mr Fernandez failed to pay \$18,075.30 to the second defendant in relation to accommodation, radiography services and medical treatment provided and otherwise does not admit the allegations made in paragraph 39 of the ASOC.
40. The second defendant admits that by email dated 10 October 2017 the second defendant demanded payment from the first plaintiff of \$18,075.30 for accommodation, radiography services and medical treatment provided and otherwise does not admit the allegations in paragraph 40 of the ASOC.
41. The second defendant admits the allegations made in paragraph 41 of the ASOC.
42. The second defendant denies the allegations made in paragraph 42 of the ASOC.
43. The second defendant denies the allegations made in paragraph 43 of the ASOC.
44. The second defendant denies the allegations made in paragraph 44 of the ASOC.
45. The second defendant denies the allegations made in paragraph 45 of the ASOC.
46. The second defendant denies the allegations made in paragraph 46 of the ASOC.
47. The second defendant denies the allegations made in paragraph 47 of the ASOC.
48. The second defendant denies the allegations made in paragraph 48 of the ASOC.

49. The second defendant denies the allegations made in paragraph 49 of the ASOC.

49A. The first defendant and third to sixteenth defendants do not admit the allegations made in paragraphs 33 to 49 of the ASOC.

**The second plaintiff's individual claim**

50. The third defendant admits the allegations made in paragraph 50 of the ASOC.

51. The third defendant admits the allegations made in paragraph 51 of the ASOC.

52. As to paragraph 52 of the ASOC, the third defendant:

- (a) admits that between 2016 and 2017 Mrs Seruwaiya Kalokalo Camaiyavala was ordinarily resident in Fiji;
- (b) admits that Mrs Camaiyavala was admitted to or attended Campbelltown Hospital on 23 October 2016, 4 July 2017, between 4 August 2017 and 10 August 2017, on 11 August 2017 and between 30 September 2017 and 20 October 2017;
- (c) admits that Mrs Camaiyavala was admitted to Liverpool Hospital between 17 August 2017 and 21 August 2017, on 6, 12, 14, 15, 18, 21 and 22 September 2017;
- (d) says that on each occasion, Ms Camaiyavala was provided with radiology services, radiation therapy, medical attendances and medical treatment and was accommodated by the hospital that she attended; and
- (e) otherwise does not admit the allegations made.

**Particulars**

Mrs Camaiyavala received services that included the following:

- (i) accommodation from 4 August 2017 to 10 August 2017, 17 August 2017 to 21 August 2017, and 30 September to 20 October 2017;



- (ii) treatment for leg pain and swelling on 23 October 2016;
- (iii) emergency medical services on 4 July 2017;
- (iv) radiology/radiography on 23 October 2016, 4 and 11 August 2017, and 30 September 2017;
- (v) tomography on 4-5, 11 and 19 August 2017;
- (vi) professional attendance at consulting rooms or hospital by a consultant physician on 4 to 10 August 2017;
- (vii) magnetic resonance study on 8 and 17 August 2017;
- (viii) procedure - stereotactic right parietal craniotomy for resection of tumour/metastasis on 18 August 2017;
- (ix) radiation treatment on 6, 12, 14, 15, 18, 21, 22 September 2017, 3-6 and 11-12 October 2017.

53. The third defendant does not admit the allegations made in paragraph 53 of the ASOC.

54. As to paragraph 54 of the ASOC, the third defendant:

- (a) admits that on or about 17 August 2017, a member of staff at Liverpool Hospital presented the second plaintiff with a document headed "Deed of Guarantee" (**August 2017 Fotu Guarantee**);
- (b) denies that the member of staff made the "17 August 2017 Fotu Representation" as alleged;
- (c) says that the member of staff did not make oral statements to the second plaintiff indicating the terms of section 71 of the HSA;
- (d) admits that the second plaintiff signed the August 2017 Fotu Guarantee; and
- (e) otherwise denies the allegations made.

55. As to paragraph 55 of the ASOC, the third defendant:

- (a) denies that the member of staff made a representation as alleged in paragraph 54 of the ASOC; and
  - (b) otherwise does not admit the allegations made.
56. As to paragraph 56 of the ASOC, the third defendant:
- (a) admits that on 3 October 2017, a member of staff at the Campbelltown Hospital presented the second plaintiff with a document headed "Deed of Guarantee" (**October 2017 Fotu Guarantee**);
  - (b) says that the member of staff did not make oral statements to the second plaintiff indicating the terms of section 71 of the HSA;
  - (c) admits that the second plaintiff signed the October 2017 Fotu Guarantee;
  - (d) otherwise denies the allegations made therein.
57. The third defendant admits that Mrs Camaiyavala was invoiced for the sum of \$86,948 for accommodation, radiology services, radiation therapy, medical attendances and medical treatment provided and otherwise does not admit the allegations made in paragraph 57 of the ASOC.

#### Particulars

- (i) Invoice N1305168 was in the sum of \$675, not \$605 as particularised in the ASOC.
58. The third defendant admits that the second plaintiff paid \$460 and failed to pay the rest of the sum of \$86,758 to the third defendant in respect of accommodation, radiology services, radiation therapy, medical attendances and medical treatment provided to the second plaintiff and otherwise does not admit the allegations made in paragraph 58 of the ASOC.
59. The third defendant admits that by email dated 3 May 2018 the third defendant demanded payment of **\$86,758** from the second plaintiff for accommodation, radiology services, radiation therapy, medical

attendances and medical treatment provided and otherwise does not admit the allegations made in paragraph 59 of the ASOC.

60. The third defendant denies the allegations made in paragraph 60 of the ASOC.
61. The third defendant denies the allegations made in paragraph 61 of the ASOC.
62. The third defendant denies the allegations made in paragraph 62 of the ASOC.
63. The third defendant denies the allegations made in paragraph 63 of the ASOC.
64. The third defendant denies the allegations made in paragraph 64 of the ASOC.
65. The third defendant denies the allegations made in paragraph 65 of the ASOC.
66. The third defendant denies the allegations made in paragraph 66 of the ASOC.
67. The third defendant denies the allegations made in paragraph 67 of the ASOC.
- 67A. The first defendant, second defendant and fourth to sixteenth defendants do not admit the allegations made in paragraphs 50 to 67 of the ASOC.

**Group Member claims**

68. The defendants admit the allegations made in paragraph 68 of the ASOC.
69. The defendants deny the allegations made in paragraph 69 of the ASOC.

**Sub-group member claims**


70. As to paragraph 70 of the ASOC, the defendants deny that any of the pleaded causes of action relating to members of the sub-group gives rise to common questions of fact or law within the meaning of Part 10 of the *Civil Procedure Act 2005 (NSW)*.

71. The defendants deny the allegations made in paragraph 71 of the ASOC.

**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 defence to the claim for damages in these proceedings has reasonable prospects of success.

Signature



Capacity

Solicitor on the record

Date of signature

• X Apr /X 2019

**AFFIDAVIT VERIFYING**

Name

Dean Anthony Bell

Address

73 Miller Street, North Sydney

Occupation

Deputy General Counsel

Date

12 April 2019

I affirm:

- 1 I am the Deputy General Counsel, NSW Ministry of Health.
- 2 I believe that the allegations of fact contained in the defence are true.
- 3 I believe that the allegations of fact that are denied in the defence are untrue.



4 After reasonable inquiry, I do not know whether or not the allegations of fact that are not admitted in the defence are true.

Affirmed at North Sydney

Signature of deponent

*Jan AB*

Name of witness

*Cheryl Barrow*

Address of witness

*North Sydney*

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. ~~[OR, delete whichever option is inapplicable]~~  
 #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. ~~[OR, delete whichever option is inapplicable]~~  
 #I have confirmed the deponent's identity using the following identification document:

Identification document relied on (may be original or certified copy)

Signature of witness

*[Handwritten signature]*

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

