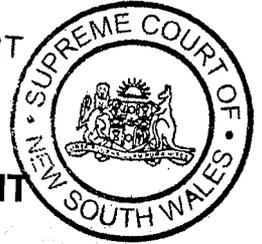


FILED IN COURT

6 FEB 2018



FURTHER AMENDED COMMERCIAL LIST STATEMENT

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity Division
List	The Commercial List
Registry	Sydney
Case number	2015 / 00332497

TITLE OF PROCEEDINGS

Plaintiff	Ian Henry Mackinnon as plaintiff representative of 153 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

Number of defendants	12
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FILING DETAILS

Filed for	Ian Henry Mackinnon as plaintiff representative of 153 plaintiff group members
Legal representative	Steven Peter Agosta, Nelson McKinnon Lawyers
Legal representative reference	SA:150909
Contact name and telephone	James Foster, tel: 02 8080 3042

A. NATURE OF DISPUTE

- 1 The dispute between the parties arises from investments made by the plaintiff and the group members in a purported sports betting and trading scheme run by the first, sixth and or twelfth defendants styled as the "Sports Trading Club". The investments were by way of loans paid to the first defendant in reliance upon representations that the Sports Trading Club was a legitimate sports betting and trading business.
- 2 The plaintiff alleges that the Sports Trading Club was, in fact, a fraudulent scheme masterminded by the twelfth defendant. The plaintiff alleges that, in furtherance of the fraud, part or all of the loan amounts have been transferred to the twelfth defendant and off-shore to companies and bank accounts in Hong Kong, the Cayman Islands and Vanuatu associated with the twelfth defendant or his niece, the eleventh defendant.

- 3 The plaintiff claims damages for:
- a. breach of contract for failing to refund the loan amounts following discovery of the fraud,
 - b. alternatively damages in tort for deceit, conspiracy or conversion,
 - c. alternatively damages for misleading and deceptive conduct pursuant to section 18 of the Australian Consumer Law.
- 4 Further in the alternative, the plaintiff claims restitution of the loan amounts on the basis that the contract is vitiated by fraud.
- 5 Alternatively, the plaintiff makes a proprietary claim for the loan amounts held by the first or sixth to the twelfth defendants on the basis of a constructive trust in favour of the plaintiff and group members. Mareva injunction proceedings have been commenced in Hong Kong, the Cayman Islands and Vanuatu in respect of loan amounts in these jurisdictions.
- 6 The plaintiff also alleges that the first, sixth and or twelfth defendant operated the Sports Trading Club as a managed investment scheme in contravention of subsection 601ED(5) of the *Corporations Act 2001*. The plaintiff contends that the scheme should be wound up and a liquidator appointed.

B. ISSUES LIKELY TO ARISE

- 1 Whether, at all material times, the first and or twelfth defendant represented that the Sports Trading Club was a legitimate sports betting business.
- 2 Whether in reliance upon the representations the plaintiff and the group members invested in the Sports Trading Club by way of payments to the first defendant.
- 3 Whether the Sports Trading Club was a scheme, masterminded by the twelfth defendant and involving some or all of the defendants, who acted fraudulently, recklessly or negligently in procuring investments from the plaintiff and the group members.
- 4 Whether the payments made by the plaintiff and the group members were transferred by and or to the twelfth defendant and off-shore to companies and bank accounts associated with the twelfth defendant or his niece, the eleventh defendant.
- 5 Whether the first to fifth defendants and or twelfth defendant are liable in tort based on deceit, and amounting to fraud in respect of false representations made to the

plaintiff and the group members which induced them to invest in the Sports Trading Club by way of loan payments.

- 6 Whether, in the alternative, the first to fifth defendants and or twelfth defendant are liable for misleading and deceptive conduct in respect of the representations made to the plaintiff and the group members which induced them to invest in the Sports Trading Club by way of loan payments.
- 7 Whether the first to fifth defendants are liable for breach of contract in failing to refund the loan payments in accordance with the contract entered into between the first defendant and the plaintiff and the group members.
- 8 Whether the contracts were vitiated by fraud and whether the plaintiff and the group members are entitled to restitutio in integrum.
- 9 Whether a proprietary claim can be made by the plaintiff and the group members against any of the defendants who have knowingly received the funds of the plaintiff and group members or who assisted such defendants.
- 10 Whether each or any of the defendants is liable in tort for conversion for taking possession of or dealing with funds of the plaintiff and the group members.
- 11 Whether each or any of the defendants is liable in tort for conspiracy for combining together with the intention (actual or constructive) of harming the economic interests of the plaintiff and the group members.
- 12 Whether the Sports Trading Club should be wound up pursuant to subsection 601ED(5) of the *Corporations Act* 2001.

C. PLAINTIFF'S CONTENTIONS

The Plaintiff

- 1 At all material times the plaintiff, Paul Baker, was and is an individual entitled to sue in his own name.
- 2 The plaintiff brings these proceedings on his own behalf and on behalf of the group members.

The Defendants

STC Sports Trading Club (Australia)

- 3 At all material times, the first defendant, a partnership of Anne Patricia Larter, Alan Jones, Miraleste Pty Ltd (trading as USG Partner) and, until 21 January 2014, Leigh Johnson, trading as "The Sports Trading Club Partnership" until on or about 21

January 2014 and thereafter as the "STC Sports Trading Club" (ABN 92 914 683 823):

- a. was, and is a partnership as defined by the Partnership Act 1892 (NSW) and liable to be sued in its own name and style; and
- b. held itself out as having a licence from the sixth defendant, Sports Trading Club Limited (Hong Kong) to run a sports betting business in Australia referred to as the "Sports Trading Club".

4 At all material times, the second defendant, Anne Patricia Larter was, and is, a partner in the first defendant.

5 The third defendant, Alan Jones was, and is, a partner in the first defendant.

6 The fourth defendant, Miraleste Pty Ltd, trading as USG Partner (ABN 74 603 231 376) was, and is:

- a. a corporation registered in accordance with the Corporations Act 2001 (Cth); and
- b. a partner in the first defendant.

7 Until 21 January 2014, the fifth defendant, Leigh Johnson, was a partner in the first defendant.

7A References in these Contentions to the first defendant include *inter alios* the second defendant, third defendant, and (until 21 January 2014) the fifth defendant.

The Sports Trading Club (Hong Kong)

8 At all material times, the sixth defendant, Sports Trading Club Limited, a company incorporated in Hong Kong (company reference number 1658108):

- a. has been a corporation registered in accordance with the Hong Kong Companies Ordinance (Chapter 22 of the laws of Hong Kong);
- b. was, until 8 November 2013, owned through a 100% shareholding by the seventh defendant, Bella Development Limited;
- c. has, since 8 November 2013 been owned through a 100% shareholding by Winston Raleigh & Hughes Limited, a company registered in England & Wales; and

- d. is liable to be sued in its own name and style.

Bella Development Limited (Hong Kong)

- 9 At all material times, the seventh defendant, Bella Development Limited, a company incorporated in Hong Kong (company reference number 1611927), was, and is:
- a. a corporation registered in accordance with the Hong Kong Companies Ordinance (Chapter 22 of the laws of Hong Kong);
 - b. owned through a 100% shareholding by the eleventh defendant, Arabella Louise Foster who is also the sole director; and
 - c. liable to be sued in its own name and style.

East Ocean Capital Limited (Hong Kong)

- 10 At all material times, the eighth defendant, East Ocean Capital Limited, a company incorporated in Hong Kong (company reference number 1896089), was, and is:
- a. a corporation registered in accordance with the Hong Kong Companies Ordinance (Chapter 22 of the laws of Hong Kong);
 - b. owned through a 100% shareholding by the seventh defendant, Bella Development Limited; and
 - c. liable to be sued in its own name and style.

- 11 At all material times, the eleventh defendant, Arabella Louise Foster was, and is, the sole director of the eighth defendant.

Arabella Racing Pty Ltd (Australia)

- 12 At all material times, the ninth defendant, Arabella Racing Pty Ltd (ACN 153 621 302):
- a. has been a corporation registered in accordance with the Corporations Act 2001 (Cth);
 - b. was until 3 November 2014 owned through a 100% shareholding by the seventh defendant, Bella Development Limited;
 - c. has, since 3 November 2014, been owned through a 100% shareholding by Win Champion Trading Limited, a corporation registered in accordance with the Hong Kong Companies Ordinance (Chapter 22 of the laws of Hong Kong) with the same registered address as the seventh defendant, Bella Development Limited; and
 - d. is liable to be sued in its own name and style.

Banksia Holdings (Cayman Islands)

- 13 Subject to further disclosure, at all material times, the tenth defendant, Banksia Holdings was, and is:

- a. a corporation registered in accordance with the laws of the Cayman Islands; and
- b. liable to be sued in its own name and style.

Arabella Louise Foster

- 14 At all material times, the eleventh defendant, Arabella Louise Foster (Australian passport number N4381367):
- a. has been the 100% shareholder of the seventh defendant, Bella Development Limited and its sole director;
 - b. has, through the seventh defendant, Bella Development Limited, been the owner of the eighth defendant, East Ocean Capital Limited;
 - c. has been the sole director of the eighth defendant, East Ocean Capital Limited.
 - d. was, until 3 November 2014, the owner of the ninth defendant, Arabella Racing Pty Ltd through a 100% shareholding by the seventh defendant, Bella Development Limited; and
 - e. was, until 8 November 2013, the owner of the sixth defendant, Sports Trading Club Limited through a 100% shareholding by the seventh defendant, Bella Development Limited.
- 15 The eleventh defendant, Arabella Louise Foster, is the niece of the twelfth defendant, Peter Foster.

Peter Foster

- 16 At all material times the twelfth defendant, Peter Foster, otherwise known as "Mark Hughes", was the controlling mind of the:
- a. first defendant, The Sports Trading Club Partnership (Australia); and
 - b. the sixth defendant, Sports Trading Club Limited (Hong Kong).

Group Members and Common Questions

- 17 The group members to whom this proceeding relates are the persons identified in **Annexure A** of this List Statement.
- 18 As at the date of this statement of claim there are seven or more persons who are group members having claims against each of the defendants as pleaded in this Commercial List Statement.

- 19 The questions of law or fact common to the claims of the group members in this proceeding are:
- a. Whether, at all material times, the first (including *inter alios* the second and fifth defendants) and twelfth defendant represented that the Sports Trading Club was a legitimate sports betting business;
 - b. Whether in reliance upon the representations the plaintiff and the group members invested in the Sports Trading Club by way of payments to the first defendant;
 - c. Whether the Sports Trading Club was a scheme, masterminded by the twelfth defendant and involving some or all of the defendants, who acted fraudulently, recklessly or negligently in procuring investments from the plaintiff and the group members;
 - d. Whether the payments made by the plaintiff and the group members were transferred by and or to the twelfth defendant and off-shore to companies and bank accounts associated with the twelfth defendant or his niece, the eleventh defendant;
 - e. Whether the first to fifth defendants and or twelfth defendant are liable in tort based on deceit, and amounting to fraud in respect of false representations made to the plaintiff and the group members which induced them to invest in the Sports Trading Club by way of loan payments.
 - f. Whether, in the alternative, the first to fifth defendants and or twelfth defendant are liable for misleading and deceptive conduct in respect of the representations made to the plaintiff and the group members which induced them to invest in the Sports Trading Club by way of loan payments.
 - g. Whether the first to fifth defendants are liable for breach of contract in failing to refund the loan payments in accordance with the contract entered into between the first defendant and the plaintiff and the group members.
 - h. Whether the contracts were vitiated by fraud and whether the plaintiff and the group members are entitled to *restitutio in integrum*.
 - i. Whether a proprietary claim can be made by the plaintiff and the group members against any of the defendants who have knowingly received the funds of the plaintiff and group members or who assisted such defendants.
 - j. Whether each or any of the defendants is liable in tort for conversion for taking possession of or dealing with funds of the plaintiff and the group members.

- k. Whether each or any of the defendants is liable in tort for conspiracy for combining together with the intention (actual or constructive) of harming the economic interests of the plaintiff and the group members.
- l. Whether the Sports Trading Club should be wound up pursuant to subsection 601ED(5) of the *Corporations Act 2001*.

Representations

20 Between about February 2013 and about October 2014 the following representations were made to the plaintiff and or the group members by the twelfth defendant or persons employed or instructed by the twelfth defendant including *inter alios* the second, third and fifth defendants:

- a. The Sports Trading Club was a legitimate sports betting business capable of generating significant profits on traded sports bets;
- b. The plaintiff and the group members could invest in the business by making loans of between A\$50,000 and A\$250,000 to the Sports Trading Club in exchange for which the Sports Trading Club would pay 50% of any profits earned on sports betting trades up to the amount loaned;
- c. Mark Hughes was the National Sales Manager of the Sports Trading Club;
- c(i) By silence or omission, that Peter Clarence Foster, the twelfth defendant, was not involved in the Sports Trading Club.
- d. Tom Nolan was the National Sales Assistant of the Sports Trading Club;
- e. The loans by the plaintiff and the members would be guaranteed and repayable at the end of a nominated loan period;
- f. The first defendant had assets of A\$10m;
- g. The Sports Trading Club had seven traders in its registered Sydney head office and had trading offices in London and Hong Kong;
- h. The traders working for the Sports Trading Club are the best paid in the business. Their junior trader is on \$250,000 a year and their senior traders are on \$450,000 a year;
- i. The Sports Trading Club was audited by KPMG; and
- j. If members wished to invest in the Sports Trading Club they needed to act quickly as the offer was about to close.

Particulars

Further particulars of the representations will be provided following service of evidence in the proceedings.

- 21 Between about February 2013 and about October 2014 the first to the fifth defendants and the twelfth defendant made the following further representations to the plaintiff and group members in a document entitled "Sports Trading Club Associate Member Proposal":
- a. The Sports Trading Club included the first and the sixth defendants.
 - b. The Sports Trading Club offered Members an alternative to the stock and property markets and typically traditional investment channels.
 - c. The sports trading market is literally recession proof and offers unique tax free returns that cannot be replicated in any of the mainstream investment products currently being offered.
 - d. The Sports Trading Club was a sophisticated operation with a trading desk in Sydney, Hong Kong and London.
 - e. Trade decisions are made by Account Managers, under the supervision of a Senior Analyst and Chief Investment Officer.
 - f. Each Account Manager has extensive experience in trading on sporting events, and a track record of discipline and intelligent decision making.
 - g. The Account Managers expertly analyse and trade the betting markets.
 - h. The Account Managers are a team of analysts with experience in sports and investment, and with professional qualifications in quantitative disciplines such as science, accounting and mathematics.
 - i. The Sports Trading Club had created The Insight Project, a world first with the study of savants and sports trading.
 - j. The scientific director of the Sports Trading Club is Dr. Allan Snyder who, for some 20 years, has conducted ground breaking research on savants at both the Australian National University and the University of Sydney.
 - k. Sports Trading Club Limited has the expertise and knowledge to trade on sporting events worldwide.
 - l. The first defendant had obtained rights from the sixth defendant, Sports Trading Club Limited (Hong Kong), to operate the Sports Trading Club business in Australia.

- m. The first defendant was registered in New South Wales and had offices and a trading desk in Sydney.
- n. The first defendant had borrowed A\$10m to be able to maximise the profits to be earned from sporting trades.
- o. The plaintiff and group members are always legally entitled to the return in full of the principal of the loan.
- p. A draft copy of a Loan and Profit Sharing Agreement stated that:
 - i. The loans would be applied by the first defendant for trading on financial markets including but not limited to sports and prediction markets through The Sports Trading Club Limited at its sole discretion: Clause 2; and
 - ii. The agreement could be terminated by mutual consent upon such terms as the parties may agree, allowing for the early repayment of the principal amount: Clause 5.

Particulars

The plaintiff refers to document entitled "Sports Trading Club Associate Member Proposal".

- 22 By reason of the representations referred to in paragraph 20 and 21 (together, the "**Representations**"), the plaintiff and the group members were induced to:
- a. enter into Loan and Profit Sharing Agreements (the "**Agreements**") with the first defendant; and
 - b. pay a total amount of A\$12,327,095.00 to the first defendant

Particulars

Further particulars of the amounts paid by each group member and the date of payments are set out in **Annexure A**.

- 23 The Representations were false and or misleading or fraudulent in that:
- a. The person describing himself as 'Mark Hughes' to the plaintiff and the group members was, in fact, the twelfth defendant, Peter Foster, a fraudster who had been charged, convicted, or served sentences in respect of fraud related matters in Australia, the United Kingdom, the United States of America, and Vanuatu;

- b. The person describing himself as 'Tom Nolan', the National Sales Assistant of the Sports Trading Club was, in fact, Peter Thomas Nolan;
- c. The first and the sixth defendants did not have trading offices in Sydney, Hong Kong or London but were operated at a residence at 14 Magnolia Place, Ewingsdale, Byron Bay, New South Wales;
- d. Dr Allan Snyder was not the scientific director of the Sports Trading Club and neither the first nor the sixth defendant had a team of analysts or traders with professional qualifications in quantitative disciplines such as science, accounting and mathematics;
- e. The first and sixth defendant were not operating a legitimate sports betting or trading business but a fraudulent scheme in which the loans from the plaintiff and the group members were:
 - i. transferred off-shore to and for the benefit of the sixth to the tenth defendants, which were controlled by the eleventh and twelfth defendants or associates of them;
 - ii. transferred to and for the benefit of the eleventh and twelfth defendants; and or
 - iii. used as part of a 'ponzi' scheme in which the plaintiff and the group members were paid as purported profits on fictitious sports betting trades.

Particulars

Further particulars to be provided following receipt of documents the subject of Norwich Pharmacal orders, discovery and forensic expert reports.

- f. The first defendant had no intention of repaying the loans by the plaintiff and the group members and has failed to repay them notwithstanding an agreement to do so.

Particulars

The plaintiff refers to and repeats paragraphs 24 and 28 to 30 below.

Breach of contract

- 24 Between about February 2013 and about October 2014 and induced by and or in reliance on the Representations, the plaintiff and the group members entered into the Agreements with the first defendant.

Particulars

- i. The Agreements are in writing.
- ii. Particulars of the dates and the names of the group members who entered into the Agreements with the first defendant are in **Annexure A**.
- iii. The plaintiff relies on the terms of the Agreements as if they were set out in full.

25 The Agreements contained the following terms:

1. Nature of loan

The Lender shall forthwith lend to the Partnership and the Partnership shall borrow from the Lender the sum specified in Item 2 of the Schedule of Particulars (which sum or such part thereof as is for the time being owing by the Partnership to the Lender is hereinafter referred to as "the Loan") upon the terms hereinafter mentioned.

2. Purpose of loan

The Loan shall be applied by the Partnership for trading on financial markets including but not limited to sports and prediction markets through The Sports Trading Club Limited at its sole discretion.

3. Interest

Instead of interest being assessed, Borrower agrees to repay this Loan in full and distribute all profits made as an Associate Member of the Sports Trading Club as outlined in the Sports Trading Club Associate Member Proposal.

4. Repayment

The principal amount hereof shall be due and payable on the date specified in Item 3 of the Schedule of Particulars unless it is further extended by the parties.

5. Early Repayment of Principal

This Agreement may be terminated by mutual consent upon such terms as the parties may agree, allowing for the early repayment of the Principal amount, providing that the Lender may not apply for a consensual termination within the first ninety (90) days after the date of funds being credited to the Borrower's account.

6. Payment of Profits

The Partnership shall repay or discharge all other moneys due or owing by the Partnership as Profits to the Lender on demand pursuant to the monthly

procedures and maximums outlined in the Sports Trading Club Loan Proposal, commencing ninety (90) days after the date of funds being credited to the Borrower's account.

9. Proposal forms part of the Agreement

The statements made in the documents titled "Sports Trading Club Associate Member Proposal", and the "Terms of Associate Member" shall apply as if same were incorporated in this Agreement.

10. Law and Jurisdiction

This agreement should be governed by and construed in accordance with Australian law and each party to this agreement submits to the non-exclusive jurisdiction of the New South Wales courts.

- 26 Between about February 2013 and about October 2014 and pursuant to the Agreement, the plaintiff and the group members paid sums totalling A\$12,327,095.00 to the first defendant.

Particulars

Particulars of the dates of payment, the names of the group members and the amounts paid are in **Annexure A**.

- 27 On or about 30 October 2014 the plaintiff and group members became aware that the Sports Trading Club was a scam following the Channel 9 television program "A Current Affair" in which it was revealed that "Mark Hughes" was, in fact, Peter Foster.
- 28 On or about 30 October 2014 the first defendant offered to refund deposit amounts to the plaintiff and the group members.

Particulars

The plaintiff refers to an email from the first defendant dated 30 October 2014 as follows: *"As a result of Channel 9 and the program A Current Affair, I am writing to our members to give them comfort in very muddled times. There are going to be people who have seen that The Sports Trading Club have been most transparent in its activities, successful in its activities and now much maligned.*

We have confidence in the integrity of our Company and therefore, offer termination.

If you choose to arrange a refund, please email Terri with details request.support@stcmembers.com"

- 29 On and after 30 October 2014, the plaintiff and the majority of the group members accepted the first defendant's offer of early termination by requesting a refund of the loan amounts.

Particulars

Particulars of the dates of when the plaintiff and the group members accepted the first defendant's offer of early termination by requesting a refund of the loan amounts are in **Annexure A**.

- 30 In breach of Clause 5 of the Agreement the first defendant has failed and or refused to repay the principal amount of the loans as agreed to between the plaintiff, the group members and the first defendant.

Particulars

The plaintiff refers to and repeats the agreement between parties in paragraphs 24 and 29 above.

Restitution

- 31 In the alternative to paragraph 30, the Agreements are vitiated by the fraud of the first and twelfth defendants and the first defendant is liable to make restitution to the plaintiff and the group members of all payments made by them.

Particulars

- i. Particulars of the fraud are referred to at paragraph 23 and 37;
- ii. Particulars of the amounts paid by the plaintiff and the group members and to be returned by way of restitution are in **Annexure A**.

Misleading and deceptive conduct

- 32 In the alternative, the Representations by the first and the twelfth defendants were made in trade and commerce within the meaning of that term in section 18 of the Australian Consumer Law (**ACL**).
- 33 By reason of the facts and matters referred to in paragraph 20 to 23 above, the first and the twelfth defendant, in making the Representations engaged in conduct that was misleading and deceptive in contravention of section 18 of the ACL (and to the extent that Representations were as to future matters, the plaintiff relies on section 4 of the ACL).

- 34 Induced by and in reliance on the Representations, the plaintiff and the group members acted on them to their detriment.

Particulars

The plaintiff refers to and repeats paragraph 22 above.

Deceit

- 35 In the alternative, the first (including *inter alios* the second, third and fifth defendants) and twelfth defendants:

- a. made the Representations with the knowledge that they were false or were reckless as to whether the Representations were false or not;
- b. concealed the information in paragraph 23 above with the knowledge that this would create a false impression, or had reckless disregard as to whether this would create a false impression;
- c. intended that the Representations and the false impression referred to in paragraph 35(b) above would be relied upon by the plaintiff and the group members.

Particulars

The plaintiff refers to and repeats paragraph 22 and 23 above.

- 36 The plaintiff and the group members acted on the Representations to their detriment.

Particulars

The plaintiff refers to and repeats paragraph 22 above and paragraph 40 below.

- 37 To the extent that, in making the Representations, the first (including *inter alios* the second, third and fifth defendants) and twelfth defendants:

- a. had no honest belief in the truth of what was represented;
- b. deliberately concealed the information in paragraph 23 above knowing that the plaintiff and the group members would not invest in the Sports Trading Club scheme had they been aware of the matters referred to in paragraph 23;
- c. knew that the plaintiff and the group members had relied on the truth of the representations when investing in the Sports Trading Club scheme; and
- d. intended to deceive the Plaintiff and the group members,

the first (including *inter alios* the second, third and fifth defendants) and twelfth defendants acted fraudulently.

Conversion

- 38 In the alternative, the first defendant and the sixth to the twelfth defendants are liable in tort for conversion in that they each intentionally:
- a. took possession and dominium of the loan amounts of the plaintiff and group members; or
 - b. dealt with or transferred the loan amounts of the plaintiff and group members, in circumstances where the first defendant and the sixth to the twelfth defendants had no entitlement to do so.

Particulars

Further particulars to be provided following receipt of documents the subject of Norwich Pharmacal orders, discovery and forensic expert reports.

Conspiracy

- 39 In the alternative, the:
- a. first and the twelfth defendants; alternatively
 - b. the first defendant and the sixth to the twelfth defendants,
- are liable in tort for conspiracy in that they had the intention (actual or constructive) of causing damage to the plaintiff and the group members by:
- c. knowingly participating in the fraudulent scheme referred to in paragraph 23(e) above; and
 - d. transferring or assisting in the transfer of the loan amounts to and or for the benefit of the sixth to the twelfth defendants.

Particulars

Further particulars to be provided following receipt of documents the subject of Norwich Pharmacal orders, discovery and forensic expert reports.

Loss and Damage

- 40 By reason of the matters pleaded in:
- a. paragraph 30 (breach of contract);
 - b. paragraph 32 to 34 (misleading and deceptive conduct);
 - c. paragraph 35 and 37 (deceit);

- d. paragraph 38 (conversion); or
- e. paragraph 39 (conspiracy),

the plaintiff and the group members have suffered loss and damage.

Particulars

The plaintiff refers to:

- i. **Annexure A** listing the loan amounts paid; and
- ii. the costs incurred by the plaintiff and group members to investigate the fraud and preserve assets in other jurisdictions by way of Norwich Pharmacal Orders and Mareva injunctions. Further particulars of such costs will be provided.

Constructive trust

- 41 In the alternative, the first defendant and the sixth to the twelfth defendants knowingly received or knowingly assisted the receipt of the loan amounts paid by the plaintiff and group members.

Particulars

Further particulars to be provided following receipt of documents the subject of Norwich Pharmacal orders, discovery and forensic expert reports.

- 42 In receiving or assisting in the receipt of the loan amounts the first defendant and the sixth to the twelfth defendants each:
- a. had actual knowledge of:
 - i. the deceit referred to above in paragraph 35 above;
 - ii. the fraud referred to in paragraph 37 above; or
 - iii. the conspiracy referred to in paragraph 39 above; or
 - b. deliberately shut their eyes to:
 - i. the deceit referred to above in paragraph 35 above;
 - ii. the fraud referred to in paragraph 37 above; or
 - iii. the conspiracy referred to in paragraph 39 above; or
 - c. consciously refrained from making such enquiries as an honest and reasonable person would make in relation to the prospect of:
 - i. the deceit referred to above in paragraph 35 above;

- ii. the fraud referred to in paragraph 37 above;
 - iii. the conspiracy referred to in paragraph 39 above;
 - iv. there being no entitlement to the funds received or which they assisted in receiving; or
- d. had knowledge of facts which to a reasonable person suggest that:
- i. the deceit referred to above in paragraph 35 above;
 - ii. the fraud referred to in paragraph 37 above; or
 - iii. the conspiracy referred to in paragraph 39 above
- had occurred, alternatively which suggested that there was no entitlement to the funds received or which they assisted in receiving.

43 In so receiving or assisting, the first defendant and the sixth to the twelfth defendants each acted as constructive trustee for the benefit of the plaintiff and group members in respect of the amounts and are liable to account for such amounts as they currently hold.

Managed investment scheme

- 44 The Sports Trading Club operated by the first, sixth and twelfth defendants was a managed investment scheme for the purposes of Chapter 5C of the Corporations Act 2001 (Cth) in that:
- a. The plaintiff and the group members contributed money by way of loan amounts as consideration to acquire rights (interests) to benefits produced by the scheme (whether the rights are actual, prospective or contingent and whether they are enforceable or not);
 - b. The loan amounts were to be pooled, or used in a common enterprise, to produce financial benefits, or benefits consisting of rights or interests in property, for the plaintiff and group members who hold interests in the scheme (whether as contributors to the scheme or as people who have acquired interests from holders);
 - c. The plaintiff and the group members do not have day-to-day control over the operation of the scheme (whether or not they have the right to be consulted or to give directions).
- 45 In contravention of Section 601ED(5) of the Corporations Act 2001 (Cth) the Sports Trading Club was not registered as a managed investment scheme.

46 Pursuant to section 601EE(1) of the Corporations Act 2001 the Sports Trading Club is liable to be wound up by the court upon an application by the plaintiff and the group members.

D. QUESTIONS APPROPRIATE FOR REFERRAL TO A REFEREE

None

E. STATEMENT AS TO MEDIATION

The Plaintiff is willing to proceed to mediation at an appropriate time.

SIGNATURE OF LEGAL REPRESENTATIVE

Signature of legal representative



Capacity

Solicitor

Date of signature

7 February 2018

Annexure A to the List Statement

Annexure A to the List Statement – Amended List of Plaintiffs

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiff's Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
1	<u>Abraham, Robin</u>	<u>Abraham, Robin</u>	25/09/2014	25/09/2017	-	\$50,000	25/09/2014	\$25,000		\$50,000	
2	<u>Abraham, Sarah</u>	<u>Abraham, Sarah</u>	14/10/2014	14/10/2017	-	\$50,000	16/10/2014	\$25,000		\$50,000	
3	<u>Ashbridge, Sharronne</u>	<u>Ashbridge, Sharronne</u>	22/04/2014	22/04/2017	30/10/2014	\$50,000	30/04/2014	\$50,000		\$50,000	
4	<u>Baker, Noel</u>	<u>Baker, Noel</u>	14/04/2014	14/04/2017	-	\$150,000	16/04/2014	\$150,000		\$100,000	
5	<u>Baker, Paul</u>	<u>Baker, Paul</u>	07/05/2013	04/12/2014	30/10/2014	\$50,000	07/05/2013	\$50,000		\$50,000	
6	<u>Baker, Paul and Morgan, Vikki</u>	<u>Baker, Paul and Morgan, Vikki</u>	04/12/2013		30/10/2014	\$100,000	05/12/2013	\$100,000		\$100,000	
7	<u>Barbas, John and Barbas, Viola atf JV Barbas Family Trust</u>	<u>JV Barbas Family Trust (first agreement)</u>	04/06/2014	05/06/2017	11/11/2014	\$150,000	05/06/2014	\$50,000		\$150,000	
8	<u>Barker, Barbara Jane</u>	<u>JV Barbas Family Trust (second agreement)</u> <u>Barker, Barbara Jane (first agreement)</u>	12/07/2014	12/07/2017	11/11/2014	\$100,000	11/07/2014	\$100,000		\$100,000	
9	<u>Batavia, Chetna</u>	<u>Barker, Barbara Jane and Inspiration Factory Superannuation Fund (second agreement)</u> <u>Batavia, Chetna</u>	25/09/2014	25/09/2017	04/11/2014	\$25,000	26/09/2014	\$25,000		\$25,000	
10	<u>Batavia, Raju</u>	<u>Batavia, Raju</u>	02/09/2013	02/09/2016	30/10/2014	\$50,000	03/09/2013	\$50,000		\$50,000	
11	<u>Bhindi, Sumeet</u>	<u>Bhindi, Sumeet</u>	16/07/2014	16/07/2017	03/11/2014	\$50,000	16/07/2014	\$45,000		\$50,000	
12	<u>Blair, Dion and Blair, Tristan</u>	<u>Blair, Dion and Blair, Tristan</u>	20/08/2014	20/08/2017	31/10/2014	\$50,000	21/08/2014	\$50,000		\$50,000	
13	<u>Bruche, Celta and McHugh, Brendan</u>	<u>Bruche, Celta and McHugh, Brendan</u>	06/10/2013	06/10/2014	31/10/2014	\$50,000	10/10/2013	\$50,000		\$50,000	

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiffs Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
14	Brunt, Mark Timothy	Brunt, Mark Timothy (first agreement) Brunt, Mark Timothy (second agreement)	21/10/2014	21/10/2016	08/10/2015	\$50,000	21/10/2014	\$50,000		\$50,000	\$474
15	Burges, Alyx	Burges, Alyx	26/09/2014	26/09/2017	08/10/2015	\$50,000	30/09/2014	\$50,000		\$50,000	\$1,063
			22/04/2014	22/04/2017	04/11/2014	\$50,000	23/04/2014	\$10,000		\$50,000	
							24/04/2014	\$10,000			
							25/04/2014	\$10,000			
							26/04/2014	\$10,000			
16	Burke, Christopher Merrick	Burke, Christopher Merrick (first agreement) Burke, Christopher Merrick (second agreement)	12/11/2013	12/11/2014	13/10/2015	\$50,000	13/11/2013	\$50,000		\$50,000	
			26/08/2013	26/08/2016	13/10/2015	\$150,000	27/08/2013	\$100,000		\$150,000	
17	Cameron, David and Cameron, Katie	Cameron, David and Cameron, Katie	21/10/2013	21/10/2016	03/11/2014	\$50,000	31/10/2013	\$50,000		\$50,000	
18	Castle, Steven	Castle, Steven (first agreement)	27/08/2013	27/08/2016	04/11/2014	\$50,000	30/08/2013	\$50,000		\$50,000	
19	Chan, Linda	Chan, Steven (second agreement)	17/09/2013	17/09/2016	04/11/2014	\$40,000	22/10/2013	\$40,000		\$40,000	
20	Churchill, Deborah	Chan, Linda Churchill, Deborah	17/01/2015	08/10/2017	21/10/2015	\$50,000	09/10/2014	\$50,000		\$50,000	
21	Clarke, John	Clarke, John	07/08/2014	07/08/2017	03/11/2014	\$50,000	08/08/2014	\$50,000		\$50,000	
22	Clarke, Leighton	Clarke, Leighton	28/05/2014	28/05/2015	03/11/2014	\$50,000	30/05/2014	\$50,000		\$50,000	
23	Clarke, Vince and Clarke, Natasha Cockburn, Susan and Stephen Cockburn at S Cockburn Family Trust	Clarke, Vince and Clarke, Natasha S Cockburn Family Trust	21/08/2014	21/08/2017	-	\$80,000	21/08/2014	\$80,000		\$80,000	
24			14/08/2014	14/08/2017	30/10/2014	\$50,000	15/08/2014	\$50,000		\$50,000	
25	Collier, Terry	Collier, Terry	05/03/2013	05/03/2016	25/10/2015	\$50,000	05/03/2013	\$50,000		\$50,000	\$6,965
26	Cornyn, Cian	Cornyn, Cian	23/05/2014	23/03/2016	03/11/2014	\$50,000	25/05/2014	\$50,000		\$50,000	
27	Crothers, Geoffrey Ross	Crothers, Geoffrey Ross	26/08/2014	26/08/2016	03/11/2014	\$75,000	27/08/2014	\$75,000		\$75,000	
			12/02/2014	12/02/2017	31/10/2014	\$100,000	14/02/2014	\$100,000		\$100,000	

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiffs Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
28	Cuccovia, Tony	Cuccovia, Tony	12/06/2014	12/06/2016	-	\$50,000	13/06/2014	\$50,000		\$50,000	
29	De Klerk, Pieter	De Klerk, Pieter	20/02/2013	-	-	\$450,000	18/02/2013	\$150,000		\$450,000	
30	Devine, Stephen and Hasson, Fergal	Hasson, Fergal and Devine, Stephen	15/10/2014	15/10/2017	30/10/2014	\$50,000	16/10/2014	\$50,000		\$50,000	
31	Dopson, Steven and Dopson, Jill	Dopson, Steven and Dopson, Jill	09/09/2013	09/09/2016	06/11/2015	\$50,000	16/10/2014	\$50,000		\$50,000	
32	Drew, Beverley	Drew, Beverley	22/07/2014	22/07/2016	22/10/2015	\$50,000	31/07/2014	\$30,000		\$50,000	
33	Drew, Ray	Drew, Ray (first agreement)	18/03/2014	18/03/2015	22/10/2015	\$50,000	19/03/2014	\$50,000		\$50,000	
34	Drew, David; Lilly, Dean and Joseph, Kyle	Drew, David; Lilly, Dean and Joseph, Kyle and Dower, Leslie and Drew, David	10/06/2014	10/06/2016	30/10/2014	\$65,000	11/06/2014	\$5,000		\$65,000	
35	Dunkin, Bradley William	Dunkin, Bradley William	27/08/2014	02/09/2017	07/11/2014	\$50,000	02/09/2014	\$50,000		\$50,000	
36	Dyson, Geoffrey and Dyson, Gillian	Dyson, Geoffrey and Dyson, Gillian	12/09/2014	12/09/2017	23/10/2015	\$50,000	15/09/2014	\$50,000		\$50,000	
37	Dyson, Steve and Dyson, Merleen	Dyson, Steve and Dyson, Merleen	16/10/2014	16/10/2017	30/10/2014	\$50,000	18/10/2014	\$50,000		\$50,000	
38	Evans, Daniel and Evans, Tracy	Evans, Daniel and Evans, Tracy (first agreement)	26/08/2013	26/08/2016	04/11/2014	\$70,000	29/08/2013	\$70,000		\$70,000	
39	Field, Anthony and Field, Cindy	Evans, Daniel and Evans, Tracy (second agreement) Field, Anthony; Field, Cindy; Goodman, Steve and Goodman, Roxanne	28/10/2013	28/10/2014	04/11/2014	\$50,000	28/10/2013	\$50,000		\$50,000	
40	Field, Monique; Field, Jordan and Field, Jai	Field, Monique; Field, Jordan and Field, Jai	13/10/2014	13/10/2017	30/10/2014	\$50,000	17/10/2014	\$25,000		\$50,000	

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiff's Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
41	Field, Monique and Field, Myke	Field, Monique and Field, Myke (first agreement)	30/04/2014	30/04/2017	03/11/2014	\$50,000	01/05/2014	\$100,000		\$50,000	
42	Field, Monique and Field, Myke (second agreement)	Field, Monique and Field, Myke (third agreement)	30/04/2014	30/04/2015	03/11/2014	\$50,000				\$50,000	
43	Four Little Girls Pty Ltd (ACN 121 765 115)	Four Little Girls Pty Ltd (ACN 121 765 115)	22/07/2014	22/07/2017	03/11/2014	\$50,000	23/07/2014	\$50,000		\$50,000	
44	Furnage, Greer	Furnage, Greer	26/08/2014	26/08/2017	30/10/2014	\$100,000	28/08/2014	\$100,000		\$100,000	
45	Gallen, Gavin	Gallen, Gavin	21/05/2014	21/05/2015	04/09/2014	\$50,000	22/05/2014	\$50,000	\$22,674	\$27,326	
46	Gilkes, Bruce and Gilkes, Anne Marie at Gilkes Super Fund	Gilkes Super Fund	27/10/2014	27/10/2017	31/10/2014	\$50,000	27/10/2014	\$50,000		\$50,000	
47	Gilham, Sheridan and Gilham, Leanne	Gilham, Sheridan and Gilham, Leanne	15/10/2014	15/10/2017	02/11/2014	\$50,000	22/10/2014	\$50,000		\$50,000	
48	Gillson, Barry and Gillson, Ann-Marie	Gillson, Barry and Gillson, Ann-Marie (first agreement)	16/11/2014	16/11/2016	-	\$50,000	27/11/2014	\$50,000		\$50,000	
49	Gillson, Barry and Gillson, Ann-Marie (second agreement)	Gillson, Barry and Gillson, Ann-Marie (third agreement)	06/05/2014	06/05/2017	-	\$50,000	07/05/2014	\$50,000		\$50,000	
50	Gillson, Barry and Gillson, Ann-Marie (fourth agreement)	Gillson, Barry and Gillson, Ann-Marie (fifth agreement)	02/06/2014	02/06/2017	-	\$50,000	04/06/2014	\$50,000		\$50,000	
51	Gillson, Barry and Gillson, Ann-Marie	Gillson, Barry and Gillson, Ann-Marie	23/06/2014	23/06/2017	-	\$50,000	24/06/2014	\$50,000		\$50,000	
52	Gillson, Barry and Gillson, Ann-Marie	Gillson, Barry and Gillson, Ann-Marie	20/10/2014	20/10/2016	-	\$50,000	Unknown	\$50,000		\$50,000	
53	Gillson, Barry and Gillson, Ann-Marie	Gillson, Barry and Gillson, Ann-Marie	18/11/2014	18/11/2016	-	\$50,000	Unknown	\$50,000		\$50,000	
54	Godden, Michael and Godden, Cathryn	Godden, Michael and Godden, Cathryn	28/10/2014	28/10/2017	30/10/2014	\$30,000	28/10/2014	\$10,000		\$30,000	
55	Godden, Michael and Godden, Cathryn	Godden, Michael and Godden, Cathryn					29/10/2014	\$10,000			
56	Godden, Michael and Godden, Cathryn	Godden, Michael and Godden, Cathryn					30/10/2014	\$10,000			
57	Godman, Joshua Paul	Godman, Joshua Paul (first agreement)	11/11/2013	11/11/2016	-	\$80,000	16/09/2013	40000		\$80,000	
58	Godman, Joshua Paul	Godman, Joshua Paul (first agreement)					19/09/2013	5000			
59	Godman, Joshua Paul	Godman, Joshua Paul (first agreement)					20/09/2013	\$5,000			
60	Godman, Joshua Paul	Godman, Joshua Paul (first agreement)					08/11/2013	\$10,000		\$50,000	
61	Godman, Joshua Paul	Godman, Joshua Paul (first agreement)					11/11/2013	\$10,000		\$50,000	

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		<u>Goodman, Joshua Paul (second agreement)</u>	<u>19/12/2013</u>	<u>19/12/2014</u>	-	<u>\$50,000</u>	<u>13/11/2013</u>	<u>\$10,000</u>			
50	Graham, Christina	Graham, Christina	<u>05/05/2014</u>	<u>05/05/2015</u>	<u>01/11/2014</u>	<u>\$150,000</u>	<u>07/05/2014</u>	<u>\$150,000</u>		<u>\$150,000</u>	
51	Graham, Christina and Graham, Donal	Graham, Christina and Graham, Donal	<u>31/03/2014</u>	<u>31/03/2017</u>	<u>01/11/2014</u>	<u>\$100,000</u>	<u>02/04/2014</u>	<u>\$100,000</u>		<u>\$100,000</u>	
52	Graham, Donal	Graham, Donal	<u>23/07/2014</u>	<u>23/07/2017</u>	<u>04/11/2014</u>	<u>\$150,000</u>	<u>25/07/2014</u>	<u>\$150,000</u>		<u>\$150,000</u>	
53	Graham, James and Edwards, Tim	Graham, James and Edwards, Tim	<u>28/07/2014</u>	<u>28/07/2017</u>	<u>31/10/2014</u>	<u>\$50,000</u>	<u>31/07/2014</u>	<u>\$25,000</u>		<u>\$50,000</u>	
							<u>31/07/2014</u>	<u>\$20,000</u>			
							<u>31/07/2014</u>	<u>\$5,000</u>			
54	Graham, Lewis	Graham, Lewis	<u>29/07/2014</u>	<u>29/07/2017</u>	<u>04/11/2014</u>	<u>\$50,000</u>	<u>31/07/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
55	Hadi, Karim Mohamedali	Hadi, Karim Mohamedali (first agreement)	<u>09/06/2013</u>	<u>09/06/2016</u>	<u>04/11/2014</u>	<u>\$51,000</u>	<u>11/06/2013</u>	<u>\$51,000</u>		<u>\$51,000</u>	
		Hadi, Karim Mohamedali (second agreement)	<u>28/06/2013</u>	<u>28/06/2016</u>	<u>04/11/2014</u>	<u>\$79,000</u>	<u>26/06/2013</u>	<u>\$79,000</u>		<u>\$79,000</u>	
56	<u>Harland, Anne Maree</u>	<u>Harland, Anne Maree</u>	<u>15/08/2014</u>	<u>15/08/2017</u>	<u>03/11/2014</u>	<u>\$50,000</u>	<u>21/08/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
57	<u>Harland, Jamie</u>	<u>Harland, Jamie</u>	<u>02/07/2014</u>	<u>02/07/2017</u>	-	<u>\$50,000</u>	<u>08/07/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
58	<u>Harvey River Estate Pty Ltd (ACN 167 608 951)</u>	<u>Harvey River Estate Pty Ltd (ACN 167 608 951)</u>	<u>18/08/2014</u>	<u>18/08/2017</u>	<u>30/10/2014</u>	<u>\$250,000</u>	<u>19/08/2014</u>	<u>\$250,000</u>		<u>\$250,000</u>	
59	Hayles, Simon	Hayles, Simon	<u>11/03/2013</u>	<u>11/03/2016</u>	<u>31/10/2014</u>	<u>\$100,000</u>	<u>11/03/2013</u>	<u>\$100,000</u>		<u>\$100,000</u>	
60	Hitchens, Denise Gay	Hitchens, Denise Gay (first agreement)	<u>04/04/2014</u>	<u>04/04/2017</u>	<u>31/10/2014</u>	<u>\$50,000</u>	<u>08/04/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
		Hitchens, Denise Gay (second agreement)	<u>26/09/2014</u>	<u>26/09/2017</u>	<u>31/10/2014</u>	<u>\$46,000</u>	<u>26/09/2014</u>	<u>\$46,000</u>		<u>\$46,000</u>	
61	Hocking, John Leslie	Hocking, John Leslie	<u>17/01/2014</u>	<u>17/01/2017</u>	<u>19/10/2015</u>	<u>\$50,000</u>	<u>17/01/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
62	Hocking, John Leslie and Hocking, Michelle Louise	Hocking, John Leslie and Hocking, Michelle Louise	<u>23/04/2014</u>	<u>23/04/2015</u>	<u>19/10/2015</u>	<u>\$50,000</u>	<u>23/04/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
63	Hocking, Michelle Louise	Hocking, Michelle Louise	<u>04/03/2014</u>	<u>04/03/2017</u>	<u>19/10/2015</u>	<u>\$50,000</u>	<u>04/03/2014</u>	<u>\$50,000</u>		<u>\$50,000</u>	
64	<u>Hodgson, Laurence James and Hodgson, Margaret Elaine</u>	<u>Hodgson, Laurence James and Hodgson, Margaret Elaine</u>	<u>19/08/2014</u>	<u>19/08/2017</u>	-	<u>\$60,000</u>	<u>21/08/2014</u>	<u>\$50,000</u>		<u>\$60,000</u>	
							<u>20/10/2014</u>	<u>\$10,000</u>			

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65	Holwerscheit, Hans and Holwerscheit, Karin	Holwerscheit, Hans and Holwerscheit, Karin (first agreement)	05/08/2014	05/08/2017	04/11/2014	\$50,000	06/08/2014	\$50,000		\$50,000	
		Holwerscheit, Hans and Holwerscheit, Karin (second agreement)	29/09/2014	29/09/2017	04/11/2014	\$50,000	26/09/2014	\$50,000		\$50,000	
66	Ishan, Benjamin Mile	Ishan, Benjamin Mile	29/07/2014	29/07/2017	30/10/2014	\$50,000	29/07/2014	\$50,000		\$50,000	
67	Italiano, Rosina Elena and Italiano, Giovanni Antonio aff J and R Italiano Family Trust	Italiano, Rosina Elena and Italiano, Giovanni Antonio t/a J and R Italiano Family Trust	27/08/2014	27/08/2017	30/10/2014	\$100,000	28/08/2014	\$100,000		\$100,000	
68	Jagot, Andrew	Jagot, Andrew (first agreement)	03/09/2013	03/09/2016	04/11/2014	\$50,000	05/09/2013	\$50,000		\$50,000	
		Jagot, Andrew (second agreement)	17/10/2013	17/10/2016	04/11/2014	\$35,000	17/10/2013	\$25,000		\$35,000	
69	Jericho Trading Pty Ltd (ACN 143 881 636)	Jericho Trading Pty Ltd (first agreement)	22/07/2014	22/07/2017	10/11/2014	\$50,000	29/07/2014	\$50,000		\$50,000	
		Jericho Trading Pty Ltd (second agreement)	22/05/2014	22/05/2015	10/11/2014	\$50,000	22/05/2014	\$50,000	\$43,000	\$7,000	
70	Kampen, Grant and Kampen, Blake	Kampen, Grant and Kampen, Blake	23/09/2014	23/09/2017	04/11/2014	\$50,000	22/09/2014	\$25,000		\$50,000	
							23/09/2014	\$15,000			
							23/09/2014	\$10,000			
71	Kampen, Peter and Kampen, Cheryl	Kampen, Peter and Kampen, Cheryl	23/07/2014	23/07/2017	03/11/2014	\$50,000	24/07/2014	\$25,000		\$50,000	
72	Karagiorgas, Jimmy and Karagiorgas, Joanne	Karagiorgas, Jimmy and Karagiorgas, Joanne	07/10/2014	07/10/2017	03/11/2014	\$100,000	08/10/2014	\$100,000		\$100,000	
73	Keats, Jeanine and Keats Blair	Keats, Jeanine and Keats Blair	03/03/2014	03/03/2017	-	\$50,000	07/03/2014	\$50,000		\$50,000	
74	Khamis, Loui	Khamis, Loui (first agreement)	26/11/2013	26/11/2014	22/10/2015	\$50,000	29/11/2013	\$50,000		\$50,000	
		Khamis, Loui (second agreement)	09/12/2013	09/12/2014	22/10/2015	\$50,000	11/12/2013	\$50,000		\$50,000	
		Khamis, Loui (third agreement)	17/12/2013	17/12/2014	22/10/2015	\$50,000	17/12/2013	\$50,000		\$50,000	
		Khamis, Loui (fourth agreement)	05/03/2014	05/03/2015	22/10/2015	\$50,000	27/02/2014	\$50,000		\$50,000	
75	Kinnimont, Barry and Birch, Kimberly	Kinnimont, Barry and Birch, Kimberly	17/07/2013	17/07/2016	03/11/2014	\$50,000	19/07/2013	\$50,000		\$50,000	

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76	Kinninmont, Barry and Johnson, Sharon Maree	Kinninmont, Barry and Johnson, Sharon Maree	09/12/2013	17/07/2016	03/11/2014	\$25,000	11/12/2013	\$25,000	\$25,000	\$25,000	\$3,206
77	Kinninmont, Robert and Burrell, Karen	Kinninmont, Robert and Burrell, Karen	07/11/2013	07/11/2016	03/11/2014	\$50,000	11/11/2013	\$50,000	\$50,000	\$50,000	
78	Kneale, Desmond John and Kneale, Joanne Margaret	Kneale, Desmond John and Kneale, Joanne Margaret	01/10/2014	01/10/2017	05/11/2014	\$50,000	06/10/2014	\$50,000	\$50,000	\$50,000	
79	Ko, Yahooi	Ko, Yahooi	30/07/2014	30/07/2017	31/10/2014	\$50,000	01/08/2014	\$50,000	\$50,000	\$50,000	
80	Laing, Daniel	Laing, Daniel	17/09/2014	17/09/2017	03/11/2014	\$50,000	18/09/2014	\$50,000	\$50,000	\$50,000	
81	Law, Martin	Law, Martin	27/05/2014	27/05/2017	05/11/2014	\$50,000	28/05/2014	\$50,000	\$50,000	\$50,000	
82	Leitch, Adrian	Leitch, Adrian (first agreement)	13/03/2013	13/03/2016	30/10/2014	\$50,000	14/03/2013	\$50,000	\$50,000	\$50,000	\$5,000
83	Littlefield, Leonie	Leitch, Adrian (second agreement)	19/04/2013	19/04/2016	30/10/2014	\$50,000	23/04/2013	\$50,000	\$50,000	\$50,000	\$2,000
		Littlefield, Leonie	16/12/2013	16/12/2014	03/11/2014	\$65,000	17/12/2013	\$50,000	\$50,000	\$65,000	
84	Long, Kristi	Long, Kristi	23/07/2014	23/07/2017	-	\$50,000	26/06/2014	\$5,000	\$50,000	\$50,000	
85	Long, Nathan	Long, Nathan	28/09/2013	28/09/2016	31/10/2014	\$50,000	04/10/2013	\$50,000	\$50,000	\$50,000	
86	Mackinnon, Belinda and Mackinnon, Ian	Mackinnon, Belinda and Mackinnon, Ian (first agreement)	28/10/2013	28/10/2016	31/10/2014	\$100,000	31/10/2013	\$100,000	\$100,000	\$100,000	
		Mackinnon, Belinda and Mackinnon, Ian (second agreement)	04/11/2013	04/11/2014	31/10/2014	\$100,000	07/11/2013	\$100,000	\$100,000	\$100,000	
87	Majid, Riley	Majid, Riley	27/10/2014	27/10/2017	31/10/2014	\$50,000	28/10/2014	\$50,000	\$50,000	\$50,000	
88	Martin, Leandra	Martin, Leandra	30/07/2014	30/07/2017	31/10/2014	\$125,000	30/07/2014	\$125,000	\$125,000	\$125,000	
89	Martin, Rodney	Martin, Rodney	20/02/2013	20/02/2017	01/11/2014	\$50,000	22/02/2014	\$50,000	\$50,000	\$50,000	
90	Martin, Ross	Martin, Ross	09/04/2014	09/04/2014	27/10/2015	\$50,000	09/04/2014	\$50,000	\$50,000	\$50,000	
91	Matinac, Mario	Matinac, Mario	03/02/2014	03/02/2015	07/11/2014	\$50,000	07/02/2014	\$50,000	\$50,000	\$50,000	
92	Mattock, David	Mattock, David	19/08/2014	19/08/2017	20/10/2015	\$50,000	20/08/2014	\$50,000	\$50,000	\$50,000	
93	Mazhakata, Joshua	Mazhakata, Joshua	31/07/2014	31/07/2017	-	\$50,000	01/08/2014	\$50,000	\$50,000	\$50,000	

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiff's Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
94	McGuinness, Ross	McGuinness, Ross		29/09/2017	-	\$50,000	01/10/2014	\$50,000		\$50,000	
95	McNaughton, Robert	McNaughton, Robert	14/08/2014	14/08/2017	05/11/2014	\$45,000	Unknown	\$45,000		\$45,000	
96	Mellows, Brad Allan	Mellows, Brad Allan	20/05/2014	20/05/2017	03/11/2014	\$50,000	20/05/2014	\$20,000		\$50,000	
97	Mellows, Judith Anne	Mellows, Judith Anne	18/07/2014	18/07/2016	30/10/2014	\$50,000	22/07/2014	\$20,000		\$50,000	
98	Mellows, Peter John	Mellows, Peter John	06/05/2014	07/05/2016	19/10/2015	\$50,000	06/05/2014	\$20,000		\$50,000	
99	Milele Pty Ltd (ACN 153 367 045) atf Thakrar and Shah Family Trust	Thakrar and Shah Family Trust t/a Milele Pty Ltd	10/07/2013	10/07/2016	30/10/2014	\$50,000	10/07/2013	\$50,000		\$50,000	
100	Milele Pty Ltd (ACN 153 367 045) and Silversands Holdings Pty Ltd (ACN 155 603 259) atf Shah Family Trust	Milele Pty Ltd and Shah Family Trust	29/11/2013	29/11/2014	30/10/2014	\$100,000	05/12/2013	\$80,000		\$100,000	
101	Momian Pty Ltd atf Batavia Family Trust (ACN 151 377 070)	Momian Pty Ltd atf Batavia Family Trust	29/11/2013	29/11/2014	30/10/2014	\$100,000	16/12/2013	\$75,000		\$100,000	\$36,959
102	More, Hamish	More, Hamish (first agreement)	05/03/2013	05/03/2016	03/11/2014	\$50,000	08/03/2013	\$50,000		\$50,000	
103	Moss, Luke and Moss, Kesinee	Moss, Luke and Moss, Kesinee	25/02/2014	25/02/2015	05/06/2015	\$50,000	30/12/2013	\$50,000		\$50,000	
104	Murphy, William Francis	Murphy, William Francis	28/10/2014	28/10/2017	30/10/2014	\$50,000	27/02/2014	\$50,000		\$50,000	
105	Paganoni, Ben; Paganoni, Geoff and Law, Martin	Paganoni, Ben; Paganoni, Geoff and Law, Martin	10/06/2014	10/06/2015	05/11/2011	\$75,000	11/06/2014	\$75,000		\$75,000	

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiffs Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
106	Paganoni, Ben and Paganoni, Geoff Paganoni, Helen and Paganoni, Tiffany	Paganoni, Ben and Paganoni, Geoff Paganoni, Helen and Paganoni, Tiffany	10/06/2014	10/06/2015	05/11/2011	\$50,000	11/06/2014	\$50,000		\$50,000	
107			25/07/2014	25/07/2017	03/11/2011	\$50,000	30/07/2014	\$50,000		\$50,000	
108	Parfitt, Maurice	Parfitt, Maurice (first agreement)	15/05/2014	15/05/2017	22/10/2015	\$250,000	15/05/2014	\$250,000		\$250,000	\$20,000
		Parfitt, Maurice (second agreement)	15/05/2014	15/05/2015	22/10/2015	\$250,000	15/05/2014	\$250,000		\$250,000	\$10,000
		Parfitt, Maurice (third agreement)	21/05/2014	21/05/2017	22/10/2015	\$100,000	21/05/2014	\$100,000		\$100,000	
109	Payne, Len	Payne, Len (first agreement)	22/07/2014	22/07/2017	30/10/2014	\$150,000	01/08/2014	\$150,000		\$150,000	
		Payne, Len (second agreement)	25/09/2014	25/09/2017	30/10/2014	\$250,000	25/09/2014	\$250,000		\$250,000	
		Payne, Len (third agreement)	15/10/2014	15/10/2016	30/10/2014	\$100,000	16/10/2014	\$100,000		\$100,000	
110	Penberthy, Evan Thomas	Penberthy, Evan Thomas	18/08/2014	18/10/2017	03/11/2014	\$50,000	19/08/2014	\$50,000		\$50,000	
111	Pobond Pty Ltd (ACN 061 742 989)	Pobond Pty Ltd (ACN 061 742 989)	18/06/2014	18/06/2017	02/11/2014	\$50,000	02/07/2014	\$25,000		\$50,000	
							03/07/2014	\$25,000			
112	Poole, Jonathon Thomas and Poole, Bernadette Therese	Poole, Jonathon Thomas and Poole, Bernadette Therese	15/09/2014	15/09/2017	30/10/2014	\$50,000	16/09/2014	\$50,000		\$50,000	
113	Pratt, Adam and Parsons, Chantal	Pratt, Adam and Parsons, Chantal	04/02/2014	14/02/2017	30/10/2014	\$50,000	07/02/2014	\$50,000		\$50,000	\$15,000
114	Pratt, Gregory and Pratt, Patrizia	Pratt, Gregory and Pratt, Patrizia	03/02/2014	03/02/2017	30/10/2014	\$50,000	06/02/2014	\$50,000		\$50,000	
115	Quirk, Tyron John	Quirk, Tyron John	16/04/2014	16/04/2017	31/10/2014	\$50,000	30/04/2014	\$50,000		\$50,000	
116	Radica, Glen	Radica, Glen (first agreement)	18/03/2013	18/03/2016	30/10/2014	\$50,000	21/03/2013	\$50,000		\$50,000	
		Radica, Glen (second agreement)	01/07/2013	01/07/2016	30/10/2014	\$50,000	02/07/2013	\$50,000		\$20,000	\$2,584
117	Raroa, Jay	Raroa, Jay (first agreement)	17/10/2013	17/10/2016	02/11/2014	\$100,000	18/10/2013	\$100,000		\$100,000	
		Raroa, Jay (second agreement)	24/10/2013	24/10/2014	02/11/2014	\$50,000	25/10/2013	\$50,000		\$50,000	
118	Rea, Angela Alfina	Rea, Angela Alfina	22/07/2014	22/07/2017	04/09/2014	\$50,000	23/07/2014	\$50,000		\$22,731	\$27,269
119	Relative Pty Ltd (ACN 008 924 703)	Relative Pty Ltd	25/02/2013	25/02/2016	25/10/2015	\$50,000	27/02/2013	\$50,000		\$50,000	\$38,755
120	Richardson, Colin and Richardson, Dianne	Richardson, Colin and Richardson, Dianne	12/08/2014	12/08/2017	30/10/2014	\$50,000	12/08/2014	\$50,000		\$50,000	

#	Plaintiff(s)	Name of Lender(s) Named in Agreement	Date of Agreement	Repayment Due Date (Term of the Loan)	Date of Plaintiff's Demand for Repayment	Principal paid (AUD\$)	Date(s) of Transfers to STC	Amount Transferred	Principal Refunded in AUD	Principal Outstanding	Non-Principal Sums Refunded
121	Rigo, Michael and Rigo, Peita	Rigo, Michael and Rigo, Peita	02/12/2013	02/12/2014	31/10/2014	\$100,000	02/12/2013	\$100,000		\$100,000	
122	Robyns, Andrew and Littlefield, Leonie	Robyns, Andrew and Littlefield, Leonie	22/07/2014	22/07/2016	03/11/2014	\$50,000	23/07/2014	\$50,000		\$50,000	
123	Rupe, Carolyn and Rupe, Douglas	Rupe, Carolyn and Rupe, Douglas	27/08/2014	27/08/2017	30/10/2014	\$50,000	27/08/2014	\$50,000		\$50,000	
124	Samyowski, Edward John	Samyowski, Edward John	19/03/2013	19/03/2016	31/10/2014	\$50,000	20/03/2013	\$50,000		\$50,000	
125	Samyowski, John Andrew	Samyowski, John Andrew	13/04/2013	13/04/2016	03/11/2014	\$60,000	10/04/2013	\$60,000		\$60,000	
126	Savadia, Kiran	Savadia, Kiran	11/08/2014	11/08/2017	31/10/2014	\$50,000	12/08/2014	\$25,000		\$50,000	
127	Scaduto, Gillian	Scaduto, Gillian	29/04/2014	29/04/2017	03/11/2014	\$50,000	30/04/2014	\$50,000		\$50,000	\$5,000
128	Scamaton, Lawrence Harvey and Scamaton, Michelle	Scamaton, Lawrence Harvey and Scamaton, Michelle (first agreement)	03/09/2014	03/09/2015	04/11/2014	\$50,000	03/09/2014	\$50,000		\$50,000	
		Scamaton, Lawrence Harvey and Scamaton, Michelle (second agreement)	15/08/2014	15/08/2017	04/11/2014	\$50,000	14/08/2014	\$50,000		\$50,000	
		Scamaton, Lawrence Harvey and Scamaton, Michelle (third agreement)	12/08/2014	12/08/2017	04/11/2014	\$100,000	12/08/2014	\$100,000		\$100,000	
129	Schofield, Kim	Schofield, Kim	18/08/2014	18/08/2017	03/11/2014	\$50,000	19/08/2014	\$50,000		\$50,000	
130	Schulz, Aaron	Schulz, Aaron	06/05/2014	06/05/2017	30/10/2014	\$50,000	08/05/2014	\$50,000		\$50,000	
131	Shah, Anoup and Shah, Dipti	Shah, Anoup and Shah, Dipti	26/08/2013	26/08/2014	31/10/2014	\$50,000	28/08/2013	\$50,000		\$50,000	
132	Shah, Bansi	Shah, Bansi	16/10/2013	16/10/2014	20/10/2014	\$50,000	17/10/2013	\$50,000		\$50,000	
133	Shah, Bindesh and Shah, Nishma	Shah, Bindesh and Shah, Nishma (first agreement)	29/05/2013	29/05/2016	01/11/2014	\$50,000	Unknown	\$50,000		\$50,000	
		Shah, Bindesh and Shah, Nishma (second agreement)	26/06/2013	26/06/2016	01/11/2014	\$50,000	01/07/2013	\$50,000		\$50,000	
134	Shah, Nish and Shah, Anita	Shah, Nish and Shah, Anita	21/05/2013	21/05/2016	30/10/2014	\$50,000	22/05/2013	\$50,000		\$50,000	
135	Shaw, Brendan and Shaw, Rachael	Shaw, Brendan and Shaw, Rachael	10/10/2014	10/10/2017	01/11/2014	\$50,000	10/10/2014	\$50,000		\$50,000	
		Shelsbry Pty Ltd (ACN 076 608 047) aff the MJ Rigo Family Trust and or									
136	nominee	Family Trust and or nominee (first agreement)	07/03/2013	07/03/2015	31/10/2014	\$50,000	08/03/2013	\$50,000		\$50,000	

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		Shelsbry Pty Ltd at the MJ Rigo Family Trust and or nominee (second agreement)	25/03/2013	25/03/2016	31/10/2014	\$50,000	26/03/2013	\$50,000		\$50,000	
137	Silversands Holdings Pty Ltd (ACN 155 603 259) atf Shah Family Trust	Shah Family Trust	12/06/2013	12/06/2016	30/10/2014	\$100,000	12/06/2013	\$50,000		\$100,000	
							26/06/2013	\$50,000			
138	Simpson, Nathan	Simpson, Nathan	21/10/2014	21/10/2017	30/10/2014	\$50,000	22/10/2014	\$50,000		\$50,000	
139	Skelly, Cole and Jones, Ian	Skelly, Cole and Jones, Ian	11/08/2014	11/08/2017	30/10/2014	\$50,000	11/08/2014	\$50,000		\$50,000	
140	Sorgiovanni, Carmela	Sorgiovanni, Carmela	06/08/2014	06/08/2017	30/10/2014	\$50,000	12/09/2014	\$50,000		\$50,000	
141	Sugg, Meredith Susan and Sugg, John Phillip	Sugg, Meredith Susan and Sugg, John Phillip	09/12/2013	09/12/2016	30/10/2014	\$60,000	17/12/2013	\$50,000	\$30,500	\$29,500	
							18/12/2013	\$10,000			
142	Summers, Glenn	Summers, Glenn	19/08/2014	19/08/2017	06/10/2015	\$50,000	20/08/2014	\$50,000		\$50,000	
143	Summers, Glenn and Summers, Cheryl	Summers, Glenn and Summers, Cheryl	15/10/2014	15/10/2016	06/10/2015	\$50,000	16/10/2014	\$50,000		\$50,000	
144	Tex-Air Delivery, Inc	Tex-Air Delivery, Inc	24/10/2013	24/10/2016	31/10/2014	\$50,000	24/10/2013	\$50,000		\$50,000	
145	Trusso, Carlo	Trusso, Carlo (first agreement)	12/02/2014	12/02/2015	30/10/2014	\$50,000	12/02/2014	\$149,600		\$50,000	\$19,892
		Trusso, Carlo (second agreement)	12/02/2014	12/02/2015	30/10/2014	\$100,000	12/02/2014	\$400		\$100,000	
146	Varley, Peter Michael and Varley, Jacqueline Anna	Varley, Peter Michael and Varley, Jacqueline Anna	10/09/2014	10/09/2017	05/11/2011	\$50,000	11/09/2014	\$50,000		\$50,000	
147	Ward, Robert Alan and Ward, Flora Anne	Ward, Robert Alan and Ward, Flora Anne	28/05/2013	28/05/2016	08/12/2014	\$100,000	29/05/2013	\$75,000		\$100,000	
							08/07/2013	\$25,000			
148	Watson, Richard	Watson, Richard	30/07/2014	30/07/2017	31/10/2014	\$50,000	06/08/2014	\$50,000		\$50,000	
149	Watson, Ruth	Watson, Ruth	11/03/2014	11/03/2017	31/10/2015	\$50,000	12/03/2014	\$50,000		\$50,000	\$10,000
150	Whitehead, Graeme	Whitehead, Graeme	20/10/2014	20/10/2017	30/10/2014	\$50,000	21/10/2014	\$50,000		\$50,000	
151	Williams, Alan Stuart	Williams, Alan Stuart	02/09/2014	02/09/2017	03/11/2014	\$50,000	04/09/2014	\$50,000		\$50,000	
152	Willoughby, Mark	Willoughby, Mark	31/10/2013	31/10/2016	03/11/2014	\$25,000	01/11/2013	\$25,000		\$25,000	\$3,250

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153	Yande (WA) Pty Ltd (ACN 162 027 063) atf Yande Investments Trust	Yande Investments Trust (first agreement)	16/10/2014	12/09/2017	30/10/2014	\$50,000	16/10/2014	\$50,000		\$50,000	
		Yande Investments Trust (second agreement)	12/09/2014	12/09/2017	30/10/2014	\$100,000	18/09/2014	\$100,000		\$100,000	
						\$10,411,000				\$169,405	
						\$12,466,000		\$12,466,000	\$138,905	\$12,327,095	\$180,148
					Totals:						

List of parties

Plaintiff	Defendants
Ian Henry Mackinnon as plaintiff representative of 153 plaintiff group members	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
	Anne Patricia Larter Second Defendant
	Alan Jones Third Defendant
	Miraleste Pty Ltd trading as USG Partner (ABN 74 603 231 376) Fourth Defendant
	Leigh Johnson Fifth Defendant
	Sports Trading Club Limited, a company incorporated in Hong Kong (company reference number 1658108) Sixth Defendant
	Bella Development Limited, a company incorporated in Hong Kong (company reference number 1611927) Seventh Defendant
	East Ocean Capital Limited, a company incorporated in Hong Kong (company reference number 1896089) Eighth Defendant
	Arabella Racing Pty Ltd (ACN 153 621 302) Ninth Defendant
	Banksia Holdings Tenth Defendant
	Arabella Louise Foster Eleventh Defendant
	Peter Foster Twelfth Defendant