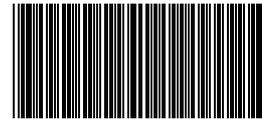




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## Commercial List Response

### COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Commercial
Registry	Supreme Court Sydney
Case number	2022/00184814

### TITLE OF PROCEEDINGS

First Plaintiff	Keiran Liprini
First Defendant	Thirdi William Street Pty Ltd ACN 619508824
Second Defendant	H & M CONSTRUCTIONS (NSW) NO. 2 PTY LTD
Number of Defendants	6

### FILING DETAILS

Filed for	Thirdi William Street Pty Ltd, Defendant 1
Legal representative	SHANE GEOFFREY WILLIAMSON
Legal representative reference	
Telephone	0404 045 605

### 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.

Commercial List Response (240206 List Response SIGNED.pdf)

[attach.]

Form 1 (version 4)  
Practice Note No. SC Eq 3

## COMMERCIAL LIST RESPONSE

### COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity
List	Commercial List
Registry	Sydney
Case number	2022/00184814

### TITLE OF PROCEEDINGS

Plaintiff	<b>Keiran Liprini</b>
First Defendant	<b>Thirdi William Street Pty Ltd</b>
Number of defendants	7

### FILING DETAILS

Filed for	<b>Thirdi William Street Pty Ltd</b> , First Defendant
Filed in relation to	Plaintiff's Commercial List Statement
Legal representative	Shane Williamson, Williamson Lawyers
Contact name and telephone	Shane Williamson, 0404045605
Contact email	shane@williamsonlawyers.com.au

### A NATURE OF DISPUTE

- 1 The First Defendant agrees the nature of the dispute described at Section A of the Amended Commercial List Statement summarises the allegations made by the Plaintiff in these proceedings.

### B ISSUES LIKELY TO ARISE

- 1 The First Defendant agrees with the issues likely to arise in so far as the issues concern the First Defendant.
- 2 The First Defendant says that a further issue is whether all the group members have claims in respect of or arising out of the same or similar or related circumstances and the claims of all persons give rise to a substantial common question of law or fact.

### C RESPONSE TO PLAINTIFF'S CONTENTIONS

The First Defendant responds to the Plaintiff's contentions in Section C of the Amended Commercial List Statement as follows:

**The Parties**

- 1 The First Defendant admits paragraph 1.
- 2 The First Defendant admits the Group Members are, at the time of filing this List Response, defined in Schedule A of the Amended Summons and otherwise does not admit paragraph 2.
- 3 The First Defendant admits paragraph 3.
- 4 The First Defendant admits paragraph 4.
- 5 Paragraph deleted.
- 6 The First Defendant admits paragraph 6.
- 7 The First Defendant admits paragraph 7.
- 7A The First Defendant admits paragraph 7A.
- 7B The First Defendant admits paragraph 7B.

**The Development**

- 8 The First Defendant admits paragraph 8.
- 9 The First Defendant admits paragraph 9.
- 10 The First Defendant admits paragraph 10.

**Scope of work under the Construction Contract**

- 11 The First Defendant admits paragraph 11.
- 12 The First Defendant admits paragraph 12.
- 13 The First Defendant admits paragraph 13.
- 14 The First Defendant admits paragraph 14.
- 15 The First Defendant admits paragraph 15.
- 16 The First Defendant admits paragraph 16.
- 17 The First Defendant admits paragraph 17.
- 18 The First Defendant admits paragraph 18.
- 19 The First Defendant admits paragraph 19.
- 20 The First Defendant admits paragraph 20.
- 21 The First Defendant admits paragraph 21.
- 22 The First Defendant admits paragraph 22.

23 The First Defendant admits paragraph 23.

24 The First Defendant admits paragraph 24.

25 The First Defendant admits paragraph 25.

26 The First Defendant admits paragraph 26.

27 The First Defendant admits paragraph 27.

**Consultancy agreements**

28 Paragraph deleted.

28A The First Defendant admits paragraph 28A.

28B The First Defendant does not admit paragraph 28B.

29 The First Defendant does not admit paragraph 29.

30 The First Defendant does not admit paragraph 30.

**Performance of the D&C Works**

31 The First Defendant admits paragraph 31.

31A The First Defendant admits paragraph 31A.

32 The First Defendant admits paragraph 32.

33 The First Defendant admits paragraph 33.

34 The First Defendant admits paragraph 34.

35 The First Defendant admits paragraph 35.

**Statutory Warranties**

36 The First Defendant admits paragraph 36.

37 The First Defendant admits paragraph 37.

38 The First Defendant admits paragraph 38.

**Statutory Warranties provided by Thirdi**

39 The First Defendant admits paragraph 39.

40 The First Defendant admits paragraph 40.

41 The First Defendant admits paragraph 41.

**Statutory Warranties provided by H&M**

42 The First Defendant admits paragraph 42.

43 The First Defendant admits paragraph 43.

**Breach of Statutory Warranties**

44 The First Defendant denies paragraph 44.

45 The First Defendant denies paragraph 45.

**Duty of care under the DBP Act**

46 The First Defendant does not plead to paragraph 46 which contains no contentions against it.

47 The First Defendant does not plead to paragraph 47 which contains no contentions against it.

47A The First Defendant does not plead to paragraph 47A which contains no contentions against it.

47B The First Defendant does not plead to paragraph 47B which contains no contentions against it.

47C The First Defendant does not plead to paragraph 47C which contains no contentions against it.

47D The First Defendant does not plead to paragraph 47D which contains no contentions against it.

47E The First Defendant does not plead to paragraph 47E which contains no contentions against it.

47F The First Defendant does not plead to paragraph 47F which contains no contentions against it.

47G The First Defendant does not plead to paragraph 47G which contains no contentions against it.

47H The First Defendant does not plead to paragraph 47H which contains no contentions against it.

47I The First Defendant denies paragraph 47I.

47J The First Defendant does not plead to paragraph 47J which contains no contentions against it.

**Duty of care owed by H&M**

48 Paragraph deleted.

49 Paragraph deleted.

50 Paragraph deleted.

51 Paragraph deleted.

**Duty of care owed by Policom**

52 Paragraph deleted.

53 Paragraph deleted.

54 Paragraph deleted.

55 Paragraph deleted.

**Duty of care owed by Kimy Air**

56 The First Defendant does not plead to paragraph 56 which contains no contentions against it.

57 The First Defendant does not plead to paragraph 57 which contains no contentions against it.

57A The First Defendant does not plead to paragraph 57A which contains no contentions against it.

57B The First Defendant does not plead to paragraph 57B which contains no contentions against it.

57C The First Defendant does not plead to paragraph 57C which contains no contentions against it.

58 The First Defendant does not plead to paragraph 58 which contains no contentions against it.

58A The First Defendant does not plead to paragraph 58A which contains no contentions against it.

58B The First Defendant does not plead to paragraph 58B which contains no contentions against it.

58C The First Defendant does not plead to paragraph 58C which contains no contentions against it.

58D The First Defendant does not plead to paragraph 58D which contains no contentions against it.

59 The First Defendant does not plead to paragraph 59 which contains no contentions against it.

**Duty of care owed by SCC**

60 The First Defendant does not plead to paragraph 60 which contains no contentions against it.

61 The First Defendant does not plead to paragraph 61 which contains no contentions against it.

61A The First Defendant does not plead to paragraph 61A which contains no contentions against it.

61B The First Defendant does not plead to paragraph 61B which contains no contentions against it.

61C The First Defendant does not plead to paragraph 61C which contains no contentions against it.

62 The First Defendant does not plead to paragraph 62 which contains no contentions against it.

62A The First Defendant does not plead to paragraph 62A which contains no contentions against it.

62B The First Defendant does not plead to paragraph 62B which contains no contentions against it.

62C The First Defendant does not plead to paragraph 62C which contains no contentions against it.

62D The First Defendant does not plead to paragraph 62D which contains no contentions against it.

63 The First Defendant does not plead to paragraph 63 which contains no contentions against it.

**Duty of care owed by Aiken Design & Consulting Pty Ltd**

63A The First Defendant does not plead to paragraph 63A which contains no contentions against it.

63B The First Defendant does not plead to paragraph 63B which contains no contentions against it.

63C The First Defendant does not plead to paragraph 63C which contains no contentions against it.

63D The First Defendant does not plead to paragraph 63D which contains no contentions against it.

- 63E The First Defendant does not plead to paragraph 63E which contains no contentions against it.
- 63F The First Defendant does not plead to paragraph 63F which contains no contentions against it.
- 63G The First Defendant does not plead to paragraph 63G which contains no contentions against it.
- 63H The First Defendant does not plead to paragraph 63H which contains no contentions against it.
- 63I The First Defendant does not plead to paragraph 63I which contains no contentions against it.
- 63J The First Defendant does not plead to paragraph 63J which contains no contentions against it.
- 63K The First Defendant does not plead to paragraph 63K which contains no contentions against it.

**Duty of care owed by Mr Aiken**

- 63L The First Defendant does not plead to paragraph 63L which contains no contentions against it.
- 63M The First Defendant does not plead to paragraph 63M which contains no contentions against it.
- 63N The First Defendant does not plead to paragraph 63N which contains no contentions against it.
- 63O The First Defendant does not plead to paragraph 63O which contains no contentions against it.
- 63P The First Defendant does not plead to paragraph 63P which contains no contentions against it.
- 63Q The First Defendant does not plead to paragraph 63Q which contains no contentions against it.
- 63R The First Defendant does not plead to paragraph 63R which contains no contentions against it.
- 63S The First Defendant does not plead to paragraph 63S which contains no contentions against it.

- 63T The First Defendant does not plead to paragraph 63T which contains no contentions against it.
- 63U The First Defendant does not plead to paragraph 63U which contains no contentions against it.
- 63V The First Defendant does not plead to paragraph 63V which contains no contentions against it.
- 63W The First Defendant does not plead to paragraph 63W which contains no contentions against it.
- 63X The First Defendant does not plead to paragraph 63X which contains no contentions against it.
- 63Y The First Defendant does not plead to paragraph 63Y which contains no contentions against it.
- 63Z The First Defendant does not plead to paragraph 63Z which contains no contentions against it.
- 63AA The First Defendant does not plead to paragraph 63AA which contains no contentions against it.
- 63BB The First Defendant does not plead to paragraph 63BB which contains no contentions against it.

#### **Loss and damages**

- 64 The First Defendant denies paragraphs 64(a) and otherwise does not plead to the other sub-paragraphs, which contain no contentions against it.
- 65 The First Defendant denies paragraph 65.

#### **D QUESTIONS APPROPRIATE FOR REFERRAL**

- 1 Whether the First Defendant is liable for breaches of statutory warranties to all or any of the group members.
- 2 Whether there are breaches of duty of care.
- 3 Whether all the group members have claims in respect of, or arising out of, the same or similar or related circumstances, and whether the claims of all those persons give rise to a substantial common question of law or fact.
- 4 The reasonable and necessary scope of rectification work to remedy any breaches of the statutory warranties and/or breaches of duty of care.
- 5 The cost to undertake the necessary scope of rectification work.

**E MEDIATION**

- 1 The parties have not attempted mediation.
- 2 The First Defendant is willing to proceed to mediation at an appropriate time.

**SIGNATURE**

Signature of legal representative



Capacity

Solicitor

Date of signature

6 February 2027