

## STATEMENT OF CLAIM



### COURT DETAILS

Court Local Court of New South Wales  
Division General  
Registry Sydney  
Case number 2013 | 224462

### TITLE OF PROCEEDINGS

First Plaintiff Alanida Pty Ltd (ACN 055 253 837)  
Second Plaintiff Christopher McArdle  
  
First Defendant NSW Labor by its General Secretary  
Second Defendant Sam Dastyari

### FILING DETAILS

Filed for Plaintiffs  
Legal representative McArdle Legal  
  
Contact name and telephone Chris McArdle, telephone: 8262 6200

### TYPE OF CLAIM

Enforcement of Contract // Damages for Breach of contract.

DATE OF ISSUE

24 JUL 2013

## RELIEF CLAIMED

The Plaintiff claims:

- |    |                 |   |
|----|-----------------|---|
| 1. | Amount of claim | \$ 35,000 being damages for breach of contract  |
| 2. | Interest        | \$ 729.16 calculated to the date of filing and continuing   |
| 3. | Filing fees     | \$ 212.00   |
| 4. | Service fees    | \$ 75.00  |
| 5. | Solicitors fees | As agreed or assessed to and including the date of judgment.  |
| 6. | TOTAL           | \$ 36,016.16 and interest continuing and costs as agreed or assessed to and including the date of judgment. |

## PLEADINGS AND PARTICULARS

- 1 The first plaintiff is a corporation that is wholly controlled by the second plaintiff, who is its sole shareholder and sole director. It is a corporation able to be sued and to sue in its own corporate name and style.
- 2 The second plaintiff is a legal practitioner, carrying on business as the principal of "McArdle Legal" being the business name of a corporation, "Receive Pty Ltd", of which the second plaintiff is also the sole shareholder and sole director.
- 3 The first defendant is the New South Wales Branch of a political party. It is able to be bound to a contract by the authority and conduct of its General Secretary.

### Particulars

- i. Representation by the second defendant

- 4 The second defendant is the General Secretary of the first defendant.
- 5 On 21 February 2013 the second defendant agreed to cause the first defendant to pay the second plaintiff \$35,000 in two instalments of \$25,000 within 7 days of that day ("the first invoice") and \$10,000 within 10 days of that day ("the second invoice") ( together, "the agreed payments").
- 6 The agreed payments were valuable consideration for the second plaintiff causing "McArdle Legal" to continue to provide legal services for a Craig Thomson ("the agreement").

### Particulars

- i. Conversation of that day.
- ii. Agreement between the second defendant and second plaintiff that day in that conversation.

iii. Text messages of that and other days.

7 The second plaintiff, relying on the agreement, continued to cause "McArdle Legal" to provide, thereafter, legal services to Craig Thomson.

8 The second defendant specified to the second plaintiff that he was not to render invoices for the agreed payments that would be received within 10 days, that would identify "McArdle Legal".

Particular

i. Conversation of that day

9 The second plaintiff informed the second defendant of the existence of the first plaintiff.

10 The second defendant agreed with the second plaintiff that the invoices would be in the name of the first plaintiff, and drafted as specified by the second defendant.

11 The second defendant agreed that the agreed payments would be paid to the office account of "McArdle Legal".

12 By request of the second defendant, the second plaintiff text messaged the account number of the account of "McArdle Legal" on the next day, 22 February 2013

Particular

i. Text message

13 As agreed, the second plaintiff caused the first plaintiff to send the first and second invoices by email to the second defendant on 4th March 2013.

Particular

i. Emails of David Adams to the second defendant of 27<sup>th</sup> February and 4th March 2013

14 In conversations thereafter, the second defendant repeated that the agreed payments would be paid.

Particulars

i. Conversations with Craig Thomson

15 Relying on the agreement to pay the agreed payments, the second plaintiff caused "McArdle Legal" to continue to provide legal services to Craig Thomson.

16 The second defendant has subsequently denied the agreement, despite the text messages, and representations provided direct to Craig Thomson. The agreed payments have not been made.

Particulars

i. Emails denying

11. By reason of the defendants' breach of the Agreement, the plaintiff has suffered loss and damage.

13. The plaintiff seeks payment of \$35,000 plus interest thereon and costs.

**SIGNATURE OF LEGAL REPRESENTATIVE**

This statement of claim does not require a certificate under section 347 of the Legal Profession Act 2004.

I certify under section 347 of the Legal Profession Act 2004 that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim for damages in these proceedings has reasonable prospects of success.

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

Signature

Capacity

Solicitor on the record

Date of signature

## NOTICE TO DEFENDANT

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

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

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

## HOW TO RESPOND

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

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

- A legal practitioner.
- LawAccess NSW on 1300 888 529 or at [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au).
- The court registry for limited procedural information.

You can respond in one of the following ways:

- 1 If you intend to dispute the claim or part of the claim,** by filing a defence and/or making a cross-claim.
- 2 If money is claimed, and you believe you owe the money claimed,** by:
  - Paying the plaintiff all of the money and interest claimed. If you file a notice of payment under UCPR 6.17 further proceedings against you will be stayed unless the court otherwise orders.
  - Filing an acknowledgement of the claim.
  - Applying to the court for further time to pay the claim.
- 3 If money is claimed, and you believe you owe part of the money claimed,** by:
  - Paying the plaintiff that part of the money that is claimed.
  - Filing a defence in relation to the part that you do not believe is owed.

Court forms are available on the UCPR website at [www.lawlink.nsw.gov.au/ucpr](http://www.lawlink.nsw.gov.au/ucpr) or at any NSW court registry.

**REGISTRY ADDRESS**

Street address: Downing Centre 143-147 Liverpool Street, Sydney  
Postal address: PO Box A4  
Sydney South 1235  
Telephone: 9287 7923 / 9287 7924

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[Do not include the affidavit verifying in Local Court proceedings. See Guide to preparing documents for other circumstances where affidavit not required.]

**AFFIDAVIT VERIFYING**

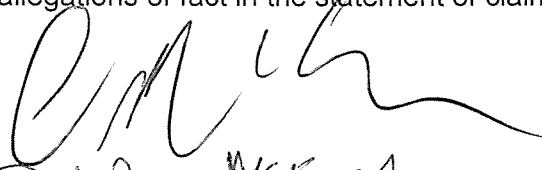
Name: Chris McArdle  
Address Level 5 192 Pitt St Sydney  
Occupation Legal Practitioner  
Date 24 July 2013

I affirm on oath:

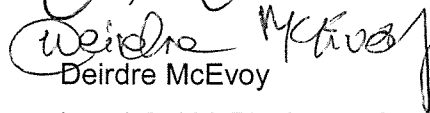
- 1 I am the sole director and shareholder of the first plaintiff.
- 2 I am the second plaintiff.
- 3 I believe that the allegations of fact in the statement of claim are true.

SWORN at Sydney

Signature of deponent



Signature of witness



Name of witness

Deirdre McEvoy

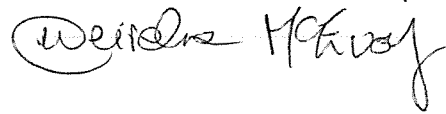
Address of witness

Level 5, 192 Pitt Street, Sydney NSW 2000

Capacity of witness

Solicitor

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent): I have known the deponent for at least 12 months. I saw the face of the deponent.



[on separate page]

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

First: Alanida Pty Ltd  
 Second: Chris McArdle

**Defendants**

First: NSW Labor (ACN 055 253 837)  
 Second: Sam Dastyari

**FURTHER DETAILS ABOUT PLAINTIFF****Plaintiffs**

Names	First: Alanida Pty Ltd (ACN 055 253 837) Second: Chris McArdle
Address	Level 5 192 Pitt St Sydney PO Box A264 Sydney South 1235

**Legal representative for plaintiffs**

Name	Chris McArdle
Practising certificate number	17867
Firm	McArdle Legal
Address	Level 5, 192 Pitt Street SYDNEY NSW 2000
Telephone	8262 6200
Fax	8262 6222
Email	chris@mcardlelegal.com.au

**DETAILS ABOUT DEFENDANTS****Defendants**

Name	First: NSW Labor Second: Sam Dastyari
Address	Level 9 377-383 Sussex St Sydney 2000 PO Box K408 Haymarket NSW1240