

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 30/08/2021 4:07:34 PM AEST and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)
File Number: VID1010/2019
File Title: MATTHEW HALL v ARNOLD BLOCH LEIBLER (A FIRM)
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



Dated: 1/09/2021 8:58:10 AM AEST

A handwritten signature in blue ink that reads 'Sia Lagos'.

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Form 17
Rule 15.06(1)(a)

**AMENDED STATEMENT OF CROSS-CLAIM BY THE FIRST AND
THIRD CROSS-RESPONDENTS AND CROSS-CLAIMANTS**

No. VID 1010 of 2019

Federal Court of Australia
District Registry: Victoria
Division: General

Matthew Hall

Applicant

Arnold Bloch Leibler (a firm)

Respondent

**Slater & Gordon Ltd (ACN 097 297 400) & Anor (according to the schedule
attached)**

Cross-Claimants

Matthew Hall

Cross-Respondent

1. The Applicant (**Hall**) has brought proceedings against the Respondent (**ABL**) on his own behalf and as a representative party pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth) by way of Originating Application and Amended Statement of Claim dated 26 July 2021~~17 September 2019~~ (the **Principal Proceeding**).
2. In the Principal Proceeding, Hall says that he has suffered damage by reason of the misleading or deceptive conduct of ABL alleged in the

Filed on behalf of (name & role of party)	Slater & Gordon Ltd (First Cross-Claimant) and Wayne Brown (Second Cross-Claimant)
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Form approved 01/08/2011

Statement of Claim in contravention of s 1041H of the *Corporations Act 2001* (Cth) (**Corporations Act**), s 12DA(1) of the *Australian Securities and Investments Commission Act 2001* (Cth) (**ASIC Act**) and / or s 18 of the *Australian Consumer Law* (**ACL**) and by reason of ABL's negligence.

3. The relief sought by Hall in the Principal Proceeding includes an order that ABL pay to Hall compensation pursuant to s 1041H of the Corporations Act, s 12GF of the ASIC Act and / or s 236 of the ACL.
4. ABL has ~~purported to bring~~ brought a cross-claim against Slater & Gordon (**S&G**) and Wayne Brown (**Brown**) by way of ~~notice of further~~ amended statement of cross-claim dated ~~19 August 2021~~ ~~11 December 2020~~ (**ABL cross-claim**).
5. In the ABL cross-claim, ABL has made claims against S&G and Brown.
6. On 14 December 2017, the Federal Court made orders:
 - (a) under s 411 of the Corporations Act approving a scheme of arrangement between S&G and Shareholder Claimants (**Scheme**); and
 - (b) under ss 33V and 33ZF of the *Federal Court of Australia Act 1976* (Cth) approving settlement of the representative proceeding commenced by Mr Hall against S&G (VID 1316/2016) on terms recorded in a Deed of Settlement executed by the parties (and others) and dated 21 September 2017 (**Settlement Deed**).
7. By force of law and / or contract, the Scheme contains the following covenants binding on Shareholder Claimants:
 - (a) if a Shareholder Third Party Claim (including a Permitted Claim) against a Third Party gives rise to any Claim against Released Persons, the Shareholder Claimant(s) in the Shareholder Third Party Claim indemnify the Released Persons from any loss or damage arising therefrom to the extent of the amount actually paid

or to be paid by the Third Party to the Shareholder Claimant(s) in satisfaction of the Shareholder Third Party Claim (clause 14.4);

- (b) Shareholder Claimants assign the benefit of any recovery against a Third Party in a Shareholder Third Party Claim (including a Permitted Claim) to Released Persons as security for the indemnity in clause 14.4 of the scheme, and unconditionally and irrevocably direct the Third Party the subject of the Shareholder Third Party Claim to make payment in respect of any such recovery to the Released Persons to an account nominated by S&G Slater & Gordon (clause 14.5).

8. The Settlement Deed contains the following covenants binding on Shareholder Claimants:

- (a) if a Permitted Claim or a Shareholder Third Party Claim (including a Permitted Claim) against a Third Party Respondent gives rise to any Claim against Released Persons, the Shareholder Claimants (which includes the Hall Proceeding Claimants) in the Permitted Claim or Shareholder Third Party Claim indemnify the Released Persons from any loss or damage arising therefrom to the extent of the amount actually paid or to be paid by the Third Party Respondent to Shareholder Claimants in satisfaction of the Permitted Claim ~~Shareholder Third Party Claim~~ (clauses 10.2(a) and (c)(i));
- (b) the Shareholder Claimants (which includes the Hall Proceeding Claimants) assign the benefit of any recovery against a Third Party Respondent in a Shareholder Third Party Claim (including a Permitted Claim) to Released Persons as security for the indemnity in clause 10.2(a) of the Settlement Deed, and unconditionally and irrevocably direct the Third Party Respondent the subject of the Shareholder Third Party Claim to make payment in respect of any such recovery to the Released Persons to an account nominated by S&G Slater & Gordon (clause 10.2(b)).

9. Hall and each group member in the Principal Proceeding is:
 - (a) a Shareholder Claimant within the meaning, and for the purpose, of the Scheme; and
 - (b) a Hall Proceeding Claimant, and Shareholder Claimant, within the meaning, and for the purpose, of the Settlement Deed.

10. ABL is a:
 - (a) Third Party within the meaning, and for the purpose, of clauses 14.4 and 14.5 of the Scheme; and
 - (b) Third Party Respondent within the meaning, and for the purpose of, clause 10.2 of the Settlement Deed.

11. The Principal Proceeding by Hall against ABL is a Shareholder Third Party Claim within the meaning, and for the purpose, of clauses 14.4 and 14.5 of the Scheme and [a Shareholder Third Party Claim and/or a Permitted Claim within the meaning, and for the purpose, of](#) clause 10.2 of the Settlement Deed.

12. S&G and Brown are Released Persons within the meaning, and for the purpose, of clauses 14.4 and 14.5 of the Scheme and clause 10.2 of the Settlement Deed.

13. The ABL cross-claim against S&G and Brown is a Claim against Released Persons that, within the meaning of clauses 14.4 and 14.5 of the Scheme and clause 10.2 of the Settlement Deed, has been given rise to by the Principal Proceeding.

14. In the premises, pursuant to clauses 14.4 and 14.5 of the Scheme and clause 10.2 of the Settlement Deed, Hall and the group members:
 - (a) are obliged to indemnify S&G and Brown from any loss or damage arising from the ABL cross-claim, to the extent of the amount

actually paid or to be paid by ABL to Hall or the group members in satisfaction of the Principal Proceeding; and

(b) have assigned the benefit of any recovery against ABL to S&G and Brown.

15. If S&G or Brown are liable to ABL in any amount (which is denied), they seek payment from Hall and the group members of the amount for which they are liable to ABL, to the extent of the amount actually paid or to be paid by ABL to Hall and the group members in satisfaction of the Principal Proceeding.

Date: 30 August 2021~~27 April 2021~~



Signed by Richard Murphy
MinterEllison
Lawyer for the Cross-Claimants

This amended statement of cross-claim was prepared by David Batt QC, ~~and~~
Caryn Van Proctor and Nicholas Baum of Counsel.

Schedule

No. VID 1010 of 2019

Federal Court of Australia
District Registry: Victoria
Division: General

First Cross-Claimant

Slater & Gordon Ltd

Second Cross- Claimant

Wayne Brown