

Rule 14.04

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
GROUP PROCEEDINGS LIST**



Case: S ECI 2022 05424

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S ECI 2022 05424

BETWEEN

ANNE-MAREE JOHNSTON

Plaintiff

and

HYUNDAI MOTOR COMPANY AUSTRALIA PTY LIMITED

Defendant

AMENDED DEFENCE

Date of document: ~~30 June 2023~~ 25 May 2026

Filed on behalf of: The Defendant

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Preliminary matters

Headings are for convenience only.

The Defendant adopts the defined terms used in the Amended Statement of Claim (**Statement of Claim**) for convenience only, and by doing so does not admit any factual assertions contained in, or in any way implied by, any defined term used in the Statement of Claim and repeated in this Amended Defence (**Defence**).

In answer to the ~~Plaintiff's~~ Statement of Claim ~~indorsed on the writ and dated 23 March 2023~~, the Defendant says as follows:

A. PARTIES

A1. The Plaintiff and Group Members

1. As to paragraph 1, the Defendant:
 - (a) admits that the Plaintiff brings this proceeding purportedly as a group proceeding on her own behalf and on behalf of the persons described in paragraph 1;
 - (b) says further that persons who allegedly have claims against the Defendant are not Group Members unless they establish causation and loss and damage (**Group Members**); and
 - (c) otherwise does not know and does not admit paragraph 1.
2. The Defendant does not know and does not admit paragraph 2.
3. As to paragraph 3, the Defendant:
 - (a) admits that the plaintiff purchased a new MY14 EL2 Hyundai ix35 Series II Special Edition 2.0L Diesel Auto on 11 August 2014 (**Plaintiff's Affected Vehicle**); and
 - (b) otherwise does not know and does not admit paragraph 3.

A2. The Defendant

4. As to paragraph 4, the Defendant:
 - (a) admits the allegations in paragraph 4(a) and 4(b);
 - (b) as to subparagraph (c):
 - (i) says that it did not manufacture the Affected Vehicles;
 - (ii) other than any Affected Vehicles imported by any other persons, admits that the Affected Vehicles imported into Australia were imported by it;
 - (iii) admits that at the time each Affected Vehicle was imported into Australia, the manufacturer did not have a place of business in Australia;
 - (iv) admits that in respect of each Affected Vehicle imported into Australia by or on behalf of it, it is a manufacturer of those vehicles within the meaning of section 7 of the ACL; and

(v) otherwise denies the allegations therein.

5. As to paragraph 5, the Defendant:

- (a) says that it supplied the Affected Vehicles referred to in paragraph 4(b)(ii) above in Australia, including to Dealers;
- (b) says that it marketed, advertised and distributed the Affected Vehicles referred to in paragraph 4(b)(ii) above within Australia;
- (c) admits the allegations in paragraphs 5(c) and 5(d); and
- (d) otherwise denies paragraph 5.

B. ANTI-LOCK BRAKING SYSTEMS

B1. Components and function of an ABS

6. The Defendant admits paragraph 6.

7. As to paragraph 7, the Defendant:

- (a) as to paragraph 7(a):
 - (i) admits that an ABS includes wheel speed sensors mounted on the wheels of the vehicle that identify and transmit to the ABS Control Unit the conditions of rotation of the wheel;
 - (ii) denies that an ABS includes wheel speed sensors that identify and transmit to the ABS Control Unit the dynamic conditions of the vehicle;
 - (iii) says that yaw rate sensors and steering wheel sensors identify and transmit to their respective Controller Area Networks (CANs) the dynamic conditions of the vehicle;
 - (iv) says that the Hydraulic Electronic Control Unit (HECU) obtains information regarding the dynamic conditions of the vehicle from the CANs referred to in paragraph 7(a)(iii) above;
- (b) admits the allegations in paragraph 7(b);
- (c) as to paragraph 7(c):
 - (i) admits that an ABS includes a hydraulic modulator which is a component designed to vary the braking force or forces applied to the wheel or wheels in accordance with the signal received from the ABS Module;
 - (ii) says that the hydraulic modulator comprises:

- (A) an electric actuator;
 - (B) valves operated by solenoids that control the flow of brake fluid between the master cylinder and each wheel brake calliper;
 - (C) a base to which brake lines from the master cylinder and from wheel base callipers are connected; and
- (d) otherwise denies paragraph 7.
- 8. As to paragraph 8, the Defendant:
 - (a) admits the allegations in paragraphs 8(a) and 8(c);
 - (b) says that the hydraulic modulator sends the brake fluid to the wheel brake callipers; and
 - (c) otherwise denies paragraph 8.
- 9. As to paragraph 9, the Defendant:
 - (a) admits the allegations in paragraphs 9(a), 9(b) and 9(d);
 - (b) says that upon the solenoid receiving the signal referred to in paragraph 9(b), the solenoid will activate a valve in the hydraulic modulator that will temporarily and/or intermittently block the flow of brake fluid to the relevant wheel brake calliper; and
 - (c) otherwise denies paragraph 9.

B2. Applicable Standards

- 10. As to paragraph 10, the Defendant:
 - (a) as to paragraph 10(a), says that all Affected Vehicles that were part of a model line first produced with a date of manufacture ~~between 1 November 2011 and~~ before 31 October 2015, and which were supplied before 1 November 2016, had to be equipped with either an ABS or a braking system that otherwise met the requirements of Annex 5 of UNECE Regulation No. 13-H - Uniform Provisions concerning the Approval of Passenger Cars with regard to Braking;
 - (b) as to paragraph 10(b), says that all Affected Vehicles that were part of a model line first produced with a date of manufacture on or after 1 November 2015 had to be equipped with an ABS;
 - (c) admits paragraph 10(c); and

- (d) otherwise denies paragraph 10.
- 11. As to paragraph 11, the Defendant:
 - (a) admits that each Affected Vehicle was equipped with an ABS, which included an ABS Module located in the engine compartment of the vehicle;
 - (b) admits that each Affected Vehicle was equipped with an ABS to comply with the Applicable Standards; and
 - (c) otherwise denies paragraph 11.
- 12. The Defendant admits the allegations in paragraph 12.
- 13. The Defendant admits the allegations in paragraph 13.

C. THE DEFECT IN THE AFFECTED VEHICLES AND ITS CONSEQUENCES

- 14. As to paragraph 14, the Defendant:
 - (a) says that all ECCBs controlling ABS Modules comprise electronic circuits;
 - (b) says that all electronic circuits, including the electronic circuits in ABS Modules, may corrode and/or short circuit when exposed to water, moisture and/or other fluid;
 - (c) says that ABS Modules are designed to prevent entry of water, moisture and/or other fluid;
 - (d) says that all electronic circuits, including the electronic circuits in ABS Modules, may short circuit even when not exposed to water, moisture and/or other fluid;
 - (e) says that manufacturers of motor vehicles use devices such as fuses to mitigate the risk of fire resulting from a short circuit in motor vehicle components containing electronic circuits; and
 - (f) otherwise denies paragraph 14.
- 15. As to paragraph 15, the Defendant:
 - (a) repeats paragraph 14 above; and
 - (b) otherwise denies paragraph 15.
- 16. As to paragraph 16, the Defendant:
 - (a) refers to and repeats paragraph 13;
 - (b) says that an electronic circuit through which electric current is flowing can short circuit and a short circuit can cause a fire; and

- (c) otherwise denies paragraph 16.
- 17. As to paragraph 17, the Defendant:
 - (a) says that under reasonably expected operating conditions of Affected Vehicles in Australia the ABS Module might be exposed to water and/or moisture from time to time; and
 - (b) otherwise denies paragraph 17.
- 18. The Defendant denies the allegations in paragraph 18.
- 19. The Defendant refers to and repeats paragraphs 14 to 18 above and otherwise denies paragraph 19.
- 19A. In further answer to paragraphs 14 to 19 above, the Defendant says that:
 - (a) the following steps were taken from time to time in respect of the Affected Vehicles in order to prevent a short circuit from causing a fire:
 - (i) alteration of the fuse wiring to include a lower amperage fuse;
 - (ii) the fuse protecting the ABS Module was replaced with a lower amperage fuse;
 - (iii) a multi-fuse replacement kit was deployed to change the fuse(s) in the junction box to lower amperage fuse(s) to protect the ABS Modules of Affected Vehicles;
 - ~~(b)~~(iv) software updates to Affected Vehicles which were TL Tucson vehicles to lower the operating current to be compatible with lower amperage fuses;
 - ~~(e)~~(b) the steps referred to in paragraph 19A(a) above were effective to prevent a short circuit from causing a fire; and
 - ~~(d)~~(c) the steps in paragraph 19A(a) above were implemented free of charge.

D. THE PLAINTIFF'S AFFECTED VEHICLE

- 20. As to paragraph 20, the Defendant:
 - (a) admits that the Plaintiff's Affected Vehicle was supplied to the Plaintiff fitted with an ABS Module;
 - (b) refers to and repeats paragraph 14; and
 - (c) otherwise denies paragraph 20.

21. As to paragraph 21, the Defendant:
 - (a) says that the Plaintiffs Affected Vehicle was damaged by fire; and
 - (b) otherwise does not know and does not admit paragraph 21.
22. The Defendant denies paragraph 22.
23. As to paragraph 23, the Defendant:
 - (a) says that the Plaintiffs Affected Vehicle was damaged by fire; and
 - (b) otherwise does not know and does not admit paragraph 23.

E. REPRESENTATIONS CONCERNING THE AFFECTED VEHICLES

E1. Representations regarding Affected Vehicles

24. The Defendant denies paragraph 24. ~~As to paragraph 24, the Defendant:~~
 - ~~(a) — says that it implicitly represented in printed brochures and online to purchasers of newly manufactured vehicles within Australia that newly manufactured vehicles were:~~
 - ~~(i) — of high quality;~~
 - ~~(ii) — fit for purpose as passenger vehicles in Australia;~~
 - ~~(iii) — suitable for use in all reasonably expected operating conditions in Australia;~~

~~and~~

 - ~~(iv) — so far as motor vehicles are concerned, safe, (**Admitted Representations**);~~

~~and~~

 - ~~(b) — otherwise denies paragraph 24.~~
25. The Defendant denies paragraph 25. ~~As to paragraph 25, the Defendant:~~
 - ~~(a) — says that in relation to the Admitted Representations, the Defendant:~~
 - ~~(i) — does not know and does not admit the allegations in paragraph 25(a);~~
 - ~~(ii) — admits the allegation in paragraph 25(b); and~~
 - ~~(b) — otherwise denies paragraph 25.~~
26. The Defendant denies paragraph 26. ~~As to paragraph 26, the Defendant:~~
 - ~~(a) — admits that the Admitted Representations were continuing representations; and~~
 - ~~(b) — otherwise denies paragraph 26.~~

27. The Defendant denies paragraph 27. As to paragraph 27, the Defendant:
- (a) — ~~denies that there was any relevant misrepresentation;~~
 - (b) — ~~in the premises, says that it did not correct, qualify or relevantly disclaim the Admitted Representations during the Relevant Period; and~~
 - (c) — ~~otherwise denies paragraph 27.~~
28. The Defendant denies paragraph 28. As to paragraph 28, the Defendant:
- (a) — ~~refers to and repeats paragraphs 24 to 27;~~
 - (b) — ~~admits that its conduct in relation to the Admitted Representations was conduct in trade or commerce;~~
 - (c) — ~~denies that there was any relevant failure; and~~
 - (d) — ~~otherwise denies paragraph 28.~~

E2. Representations about future matters

29. The Defendant denies paragraph 29. As to paragraph 29, the Defendant:
- (a) — ~~says that it implicitly represented in printed brochures and online to purchasers of newly manufactured vehicles within Australia that newly manufactured vehicles were and would remain:~~
 - (i) — ~~of high quality;~~
 - (ii) — ~~fit for purpose as passenger vehicles in Australia;~~
 - (iii) — ~~suitable for use in all reasonably expected operating conditions in Australia;~~
~~and~~
 - (iv) — ~~so far as motor vehicles are concerned, safe, provided that those vehicles were:~~
 - (v) — ~~driven safely in accordance with applicable road rules and the owners' manual;~~
 - (vi) — ~~subject to appropriate repairs after any collision or accident;~~
 - (vii) — ~~subject to after purchase servicing in accordance with the service warranty passport provided; and~~
 - (viii) — ~~subject to compliance with safety product recall notices should they be issued over the life of the vehicle,~~
- (Admitted Future Representations):**

30. The Defendant denies paragraph 30. As to paragraph 30, the Defendant:
 (a) — says that in relation to the Admitted Future Representations, the Defendant:
 (i) — does not know and does not admit the allegations in paragraph 30(a);
 (ii) — admits the allegation in paragraph 30(b); and
 (b) — otherwise denies paragraph 30.
31. The Defendant denies paragraph 31. As to paragraph 31, the Defendant:
 (a) — admits that the Admitted Representations were representations with respect to future matters within the meaning of section 4 of the ACL;
 (b) — says that it had reasonable grounds for making the Admitted Future Representations and refers to and repeats paragraphs 14 and 29 above; and
 (c) — otherwise denies paragraph 31.
32. The Defendant denies paragraph 32. As to paragraph 32, the Defendant:
 (a) — admits that the Admitted Future Representations were continuing representations;
 (b) — refers to and repeats paragraphs 14 and 29 above; and
 (c) — otherwise denies paragraph 32.
33. The Defendant denies paragraph 33. As to paragraph 33, the Defendant:
 (a) — denies that there was any relevant misrepresentation;
 (b) — in the premises, says that it did not correct, qualify or relevantly disclaim the Admitted Future Representations during the Relevant Period; and
 (c) — otherwise denies paragraph 33.
34. The Defendant denies paragraph 34. As to paragraph 34, the Defendant:
 (a) — refers to and repeats paragraphs 29 to 33;
 (b) — admits that its conduct in relation to the Admitted Future Representations was conduct in trade or commerce;
 (c) — denies that there was any relevant failure; and
 (d) — otherwise denies paragraph 34.

E3. The omissions conduct

35. As to paragraph 35, the Defendant:
 (a) — refers to and repeats paragraph 14 above; and

- (b) denies paragraph 35 on the basis that it denies the existence of the pleaded Defect and that the pleaded Defect is a defect.

36. The Defendant denies paragraph 36.

F. RECALL OF THE AFFECTED VEHICLES

37. The Defendant admits paragraph 37.

38. As to paragraph 38, the Defendant:

- (a) refers to and relies on the recall notice published with Recall number REC-000603 for its full meaning and effect; and
- (b) otherwise denies paragraph 38.

39. As to paragraph 39, the Defendant:

- (a) says that on 30 May 2021, it issued ~~a-recalls~~ in relation to:
 - (i) 1,213 Hyundai Genesis model year 2014, 2015, 2016 or 2017 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice;
 - (ii) 124 Hyundai Genesis 080 model year 2018 vehicles; and
- (b) otherwise denies paragraph 39.

40. As to paragraph 40, the Defendant:

- (a) refers to and relies on the content of the recall notices published with Recall number REC-001596 and Recall number REC-001597 for their full meaning and effect; and
- (b) otherwise denies paragraph 40.

41. As to paragraph 41, the Defendant:

- (a) says that on 26 September 2022, it issued ~~a-recalls~~ in relation to:
 - (i) 8,779 Hyundai Santa Fe (DM) model year 2015, 2016, 2017 and 2018 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice;
 - (ii) 13,164 Hyundai ix35 (LM) model year 2014 or 2015 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice; and
- (b) otherwise denies paragraph 41.

42. As to paragraph 42, the Defendant:

- (a) refers to and relies on the content of the recall notice published with Recall number REC-005532 for its full meaning and effect; and

- (b) otherwise denies paragraph 42.
- 43. The Defendant admits paragraph 43.
- 44. As to paragraph 44, the Defendant:
 - (a) refers to and relies on the content of the recall notice published with Recall number REC-~~005532~~005583 for their full meaning and effect; and
 - (b) otherwise denies paragraph 44.
- 45. The Defendant admits paragraph 45.
- 46. As to paragraph 46, the Defendant:
 - (a) says that the ix35 (EL) Recall Notice was issued on 7 December 2022;
 - (b) says further that the plaintiff did not receive an ix35 (EL) Recall Notice prior to 8 March 2021; and
 - (c) otherwise does not know and does not admit paragraph 46.
- 46A. The Defendant admits paragraph 46A.
- 46B. As to paragraph 46B, the Defendant:
 - (a) refers to and relies on the recall notice published with Recall number REC-006041 for its full meaning and effect; and
 - (b) otherwise denies paragraph 46B.
- 46C. The Defendant admits paragraph 46C.
- 46D. As to paragraph 46D, the Defendant:
 - (a) refers to and relies on the recall notice published with Recall number REC-006298 for its full meaning and effect; and
 - (b) otherwise denies paragraph 46D.

G. FAILURE TO COMPLY WITH CONSUMER GUARANTEES

- 47. The Defendant admits paragraph 47.
- 48. As to paragraph 48, the Defendant:
 - (a) refers to and repeats paragraph 3 and says that it does not know and does not admit that the Plaintiff acquired the Plaintiff's Affected Vehicle as a consumer within the meaning of section 3 of the ACL on the basis set out therein;
 - (b) admits that by reason of paragraphs 1(b)(i) of the Statement of Claim and paragraph 47 of the Defence, each Group Member who purchased an Affected Vehicle in the

circumstances described in paragraph 1(b)(i) acquired their Affected Vehicle as a consumer within the meaning of section 3 of the ACL; and

(c) otherwise denies paragraph 48.

49. The Defendant admits paragraph 49.

50. As to paragraph 50, the Defendant:

(a) refers to and repeats paragraph 48(a);

(b) does not know and does not admit that there was a guarantee that the Plaintiff's Affected Vehicle was of acceptable quality within the meaning of section 54 of the ACL when supplied to the Plaintiff on the basis that it does not know and does not admit that the Plaintiff is a consumer within the meaning of section 3 of the ACL; and

(c) otherwise admits paragraph 50.

51. The Defendant denies paragraph 51.

~~52.~~ The Defendant denies paragraph 52.

~~(a) — denies paragraph 52; and~~

~~(b) — says further that if the fact of the Affected Vehicle containing an ABS Module which has been the subject of a product safety recall was specifically drawn to the Group Member's attention before the Group Member acquired the Affected Vehicle, by operation of section 54(4) of the ACL, the Affected Vehicle is taken to be of acceptable quality.~~

52A. The Defendant denies paragraph 52A.

52B. The Defendant denies paragraph 52B.

52C. The Defendant denies paragraph 52C.

52D. The Defendant denies paragraph 52D.

52E. The Defendant denies paragraph 52E.

H. MISLEADING OR DECEPTIVE CONDUCT

53. The Defendant denies paragraph 53.

G1. Misleading or deceptive conduct under s 18 of the ACL

54. The Defendant denies paragraph 54.

- 55. The Defendant denies paragraph 55.
- 56. The Defendant denies paragraph 56.
- 57. The Defendant denies paragraph 57.

G2. False or misleading representations under s 29 of the ACL

- 58. The Defendant denies paragraph 58. As to paragraph 58, the Defendant:
 - (a) ~~says that the Admitted Representations and Admitted Future Representations were made in connection with the supply or possible supply of Affected Vehicles or in connection with the promotion of the supply or use of Affected Vehicles; and~~
 - (b) ~~otherwise denies paragraph 58.~~
- 59. The Defendant denies paragraph 59.

G3. Conduct liable to mislead the public under s 33 of the ACL

- 60. The Defendant denies paragraph 60.

I. CAUSATION

- 61. The Defendant:
 - (a) denies paragraph 61; and
 - (b) in the alternative says that any reduction in value or loss or damage suffered (which is denied) only related to the period before the steps referred to in paragraph 19A were implemented to the relevant Affected Vehicle.
- 62. The Defendant denies paragraph 62.

J. LOSS OR DAMAGE SUFFERED BY THE PLAINTIFF AND GROUP MEMBERS

- 63. The Defendant:
 - (a) denies paragraph 63; and
 - (b) in the alternative says that any reduction in value or loss or damage suffered (which is denied) only related to the period before the steps referred to in paragraph 19A were implemented to the relevant Affected Vehicle and that the quantification of any such loss or damage (which is denied) must take into account all of the circumstances surrounding the nature of and reasons for the contravention.

64. As to paragraph 64, the Defendant refers to and repeats paragraph 48(a) and otherwise denies the paragraph.
65. The Defendant denies paragraph 65.
66. The Defendant:
- (a) denies paragraph 66; and
 - (b) in the alternative says that any reduction in value or loss or damage suffered (which is denied) only related to the period before the steps referred to in paragraph 19A were implemented to the relevant Affected Vehicle and that the quantification of any such loss or damage (which is denied) must take into account all of the circumstances surrounding the nature of and reasons for the contravention.

K. RELIEF CLAIMED

67. As to paragraph 67, the Defendant:
- (a) says that a cause of action under section 236 of the ACL must be brought within six years after the day on which the cause of action accrued;
 - (b) no action under section 271 of the ACL may be brought against the Defendant in respect of Affected Vehicles acquired by the Group Members unless those vehicles were imported into Australia by the Defendant;
 - (c) pursuant to section 273 of the ACL a cause of action under section 271 of the ACL must be brought within three years after the day on which the cause of action accrued, which in the case of Group Members is relevantly the day upon which the Group Member first became aware (or ought reasonably to have become aware) that the guarantee to which the action relates has not been complied with goods were not of acceptable quality (which non-compliance is denied); ~~and;~~
 - (d) says that to the extent that the conditions specified in (a) to (c) above are not met in respect of the claim of the Plaintiff or any Group Member, any claim for relief to which the relevant sections identified above applies is not maintainable; and
 - (e) otherwise denies paragraph 67.
- 67A. If it is found that any Affected Vehicle did not comply with ~~the guarantee of acceptable quality under~~ section 54 and/or section 59 of the ACL (which is denied) then the Defendant says:

- (a) Affected Vehicles were the subject of an express warranty by the Defendant that provided, in respect of new vehicles, that for a period of 5 years (subject in some instances to kilometre limits), the Defendant would repair or replace, free of charge, any faulty part within the vehicle, other than faults or damage caused by any failure to perform the recommended vehicle maintenance or by accidents, misuse or modification of the vehicle;

Particulars

The express warranties were in writing. Copies are in the possession of the Defendant and are available for inspection.

- (b) the steps referred to in 19A(a) above:
- (i) were carried out~~required by~~ after the Group Member required the Defendant to remedy the alleged failure in relation to the Affected Vehicle;
 - (ii) were in accordance with the express warranties referred to in paragraph 67A(a) above or any other express warranty;
 - (iii) remedied any failure to comply with ~~the acceptable quality guarantee under~~ section 54 or section 59 of the ACL by repairing the relevant Affected Vehicle; and
- (c) in the premises, were such as to attract the operation of section 271(6) of the ACL.
- 67B. If the Defendant is liable to the Plaintiff or any Group Member for any damages claimed pursuant to paragraph 67(a) of the Statement of Claim (which is denied) then the Defendant says:
- (a) the claims of the Plaintiff and Group Members are claims within the meaning of section 137B of the Competition and Consumer Act;
 - (b) it did not intend to cause, or did not fraudulently cause, the loss or damage;
 - (c) if a Group Member has failed to take appropriate action in response to the product safety recalls referred to in paragraphs 37 to ~~44~~46D of the Statement of Claim, the Group Member has suffered the loss or damage partly as a result of their failure to take reasonable care; and
 - (d) by reason of the matters pleaded in paragraph 67B(c) above, the amount of any damage that the Group Member may recover under section 236(1) of the ACL is to

be reduced having regard to the Group Member's share in the responsibility for the damage.

- 67C. If the Defendant is liable to any Group Member (which is denied) then the Defendant will rely on any failure by the Group Members to mitigate any loss.
- 67D. If the Defendant is liable to the Plaintiff (which is denied) to the extent that the Plaintiff has received a financial benefit or incentive in connection with the recall referred to at paragraph 43 above or otherwise in connection with the acquisition of the vehicle, including through a taxation benefit, the Plaintiffs loss or damage should be reduced accordingly.
- 67E. If the Defendant is liable to the Plaintiff and any Group Member (which is denied), to the extent that any Group Member has received a financial benefit or incentive in connection with the recalls referred to at paragraphs 37 to 44 ~~46D~~ above or otherwise in connection with the acquisition of the vehicle, including through a taxation benefit, the Group Member's alleged loss or damage should be reduced accordingly.

L. COMMON QUESTIONS

68. The Defendant does not plead to paragraph 68 as it contains no allegations against it.

Dated ~~30 June 2023~~ 25 May 2026



Signed by ~~Wen Ts'ai Lim~~ Andrew Corkhill
Solicitor for the Defendant