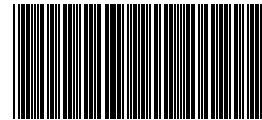




Filed: 1 September 2022 3:20 PM



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Form 40
UCPR 35.1

AFFIDAVIT OF Jason Mark Tracy - 1 September 2022

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Corporations List
Registry	Supreme Court Sydney
Case number	2022/00172325

TITLE OF PROCEEDINGS

First Plaintiff	Jason Mark Tracy
Second Plaintiff	Timothy Bryce Norman
Number of Plaintiffs	3

FILING DETAILS

Filed for	Jason Mark Tracy, Plaintiff 1 Timothy Bryce Norman, Plaintiff 2 STA TRAVEL PTY LIMITED (IN LIQUIDATION), Plaintiff 3
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Legal representative	DANIELLE FUNSTON
Legal representative reference	

Telephone	02 9291 6102
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ATTACHMENT DETAILS

In accordance with Part 3 of the UCPR, this coversheet confirms that both the Affidavit (General) (e-Services), along with any other documents listed below, were filed by the Court.

Affidavit (UCPR 40) (STA Travel - Signed Affidavit of JT - 1.09.22.pdf)

[attach.]

IN THE SUPREME COURT OF NEW SOUTH WALES
DIVISION: EQUITY
REGISTRY: SYDNEY
CORPORATIONS LIST

No 172325 of 2022

IN THE MATTER OF STA TRAVEL PTY LIMITED (IN LIQUIDATION)

ACN 004 801 512

JASON MARK TRACY AND TIMOTHY BRYCE NORMAN IN THEIR CAPACITY AS JOINT AND SEVERAL LIQUIDATORS OF STA TRAVEL PTY LIMITED (IN LIQUIDATION) ACN 004 801 512
First Plaintiffs

STA TRAVEL PTY LIMITED (IN LIQUIDATION) ACN 004 801 512
Second Plaintiff

SECOND AFFIDAVIT OF JASON MARK TRACY

On 1 September 2022, I, Jason Mark Tracy of Deloitte Financial Advisory Pty Ltd, 225 George Street, Sydney, in the state of New South Wales, Chartered Accountant, affirm:

1. I am one of the First Plaintiffs and a Joint and Several Liquidator of the Second Plaintiff, STA Travel Pty Limited (In Liquidation) (referred to as '**STA Travel**' or the '**Company**'). The other joint and several liquidator of STA Travel is Timothy Bryce Norman (**Mr Norman**). I refer to Mr Norman and myself collectively as the **Liquidators** or (in our previous capacity) as the **Administrators**.
2. I am authorised by Mr Norman to make this affidavit on his behalf.
3. Where I refer to "we", "us" or "our" (and, in some cases, "the Liquidators" or "Administrators") throughout this affidavit, this also includes a reference to Mr Norman and me. Otherwise, the phrases "I", "me", "my", "we", "us" or "our" includes, where applicable, my staff at Deloitte Touche Tohmatsu (**Deloitte**) who carried out investigations into the affairs of STA Travel under the Liquidators' direction and supervision.
4. I have previously affirmed an affidavit in these proceedings on 9 June 2022 (**First Affidavit**), to which I refer in this affidavit. Unless otherwise defined, where terms are defined in my First Affidavit I adopt the same definitions in this affidavit.



5. Exhibited to me at the time of swearing this affidavit and marked with the letters “**JMT-2**” is a bundle of true copies of documents (**Exhibit**). A reference in this affidavit to a page number in the Exhibit is a reference to that page in this exhibit.

6. At paragraphs 151 and 154 of my First Affidavit I foreshadowed making a further affidavit to address in detail the work carried out by Deloitte in relation to the Customer Refunds on behalf of customers, the actual quantum of that remuneration and the reasons why we consider that such approval should be granted in respect of the Liquidators’ remuneration referable to the Customer Refunds. These matters are addressed in this affidavit.

A. Remuneration and expenses attributable to the recovery of the Customer Refunds

A.1 Remuneration

7. The steps taken to ensure the receipt of the Customer Refunds and then to reconcile the Customer Refunds from multiple travel providers to each individual customer has been a complex and time-consuming process. My staff and I received a voluminous number of communications from customers seeking refunds and enquiring as to the status of any refunds. I estimate that we have received over 27,000 email enquiries from creditors (in addition to telephone enquiries), and on average at least 266 email enquiries per week, the significant majority of which were received from customers enquiring as to the status of their bookings and refunds.

8. Mr Norman and I and our staff, during the period when we were Administrators and then subsequently as Liquidators, have incurred fees, expenses and remuneration in the work performed in obtaining, caring for, preserving and realising the Customer Refunds. These fees, expenses and remuneration were accounted for separately from work done in the general administration / liquidation of STA Travel.

9. The approach taken by the Liquidators for the recovery of the Customer Refunds was consistent amongst each category of refunds (that is, the process undertaken by the Liquidators was the same for each of the IATA Refunds, the Direct Airline Refunds and the Other Travel Suppliers Refunds) and broadly consisted of:

- (a) issuing initial notices and enquiries to each of the IATA members, airlines and Other Travel Suppliers regarding customer refunds;



- (b) reviewing the responses received from and further correspondence to each of the IATA members, airlines and Other Travel Suppliers; and
 - (c) reconciling the refund schedules provided by each of the IATA members, airlines and Other Travel Suppliers against the records of STA Travel and reconciling each particular refund to a specific customers.
10. The remuneration of the Administrators and Liquidators directly attributable to the recovery, preservation, administration and proposed distribution of the Customer Refunds has been calculated on a time-costs basis.
11. Deloitte maintains its time records utilising a computerised system and each person engaged in the external administration of STA Travel is required to maintain an electronic record, in which is to be recorded the actual time spent by that person on the matter, together with a description of work or activity undertaken. A separate sub-code was specifically set up to record work carried out by Deloitte in relation to the Customer Refunds. The internal records of Deloitte accurately reflect and describe the work carried out by me and my employees in the conduct of the external administration of STA Travel, including with respect to the Customer Refunds.
12. The process that has been adopted for calculating remuneration on a time basis referable to this particular work is as follows:
- (a) each task undertaken in respect of our appointment was / is allocated to a particular staff member or handled by us (or a combination of the same) on the basis of the perceived complexity of the task (such that tasks undertaken were handled by persons with appropriate level of seniority so that the level of responsibility of the task matched the seniority of the person who undertook it);
 - (b) time is charged in six-minute intervals in accordance with the hourly rates;
 - (c) a narration is also entered describing the specific work performed; and
 - (d) I review the time spent in the ordinary course and, if necessary and based on my experience, amend the time claimed if in my opinion and experience, the time recorded was not reasonable for the relevant task or if the time should not otherwise have been charged. For the avoidance of doubt, I do not increase the time allocated to a particular task.



13. I consider time-based charging to be the most appropriate basis for calculating remuneration because:
- (a) the appointment as Administrators and Liquidators had inherent uncertainties at the time of our appointment and throughout the appointment, hence time-based charging was considered the most appropriate option;
 - (b) it was unclear whether (and if so the quantum of) recoveries of Customer Refunds would be received and therefore a percentage of recoveries could not be estimated at any early stage of the external administration; and
 - (c) it is necessary for us to have undertaken the work to obtain the Customer Refunds and ascertain to whom they should be paid (and in what proportion) regardless of the quantum of the Customer Refunds.
14. In my opinion and experience, the rates charged by me and my staff are appropriate and comparable to market rates for firms of the size of Deloitte, and the hourly rate attributed to each member of staff accurately reflects the experience, seniority and capability of each staff member. Since our appointment as Administrators on 21 August 2020, we have not increased our hourly rates, as set out in initial circular to creditors dated 25 August 2020.
15. I have caused to be prepared from Deloitte's computerised records schedules showing each entry of time comprising my remuneration, the role/position of each staff member, their standard hourly rates (**Rates**) and a description of the specific work involved in relation to the work performed in realising, preserving, and dealing with the Customer Refunds on behalf of customers, including, but not limited to the following key tasks:
- (a) corresponding and meeting (where applicable) with over seventy-five (75) travel providers regarding ongoing bookings and seeking receipt of monies that ultimately comprised the Customer Refunds;
 - (b) reviewing the SATA agreements with specific airlines to ascertain the customers' rights to a refund;
 - (c) communicating with airlines that provided SATA tickets requesting that they honour issued SATA airlines tickets in accordance with the terms of their respective agreements;



- (d) maintaining a customer mailbox to address customer enquiries throughout the engagement;
- (e) receiving and responding to customer enquiries via telephone and email and compiling information requested by customers;
- (f) attending to thousands of enquiries from customers in relation to the recovery process, their respective claims, whether they are customers who are entitled to a share of the Customer Refunds; and the present application to the Court;
- (g) maintaining a customer register including updating customer contact details as required;
- (h) corresponding with customers who received a refund in advance of STA Travel receiving monies from them prior to the appointment of the Administrators;
- (i) providing updates, notices and reports to creditors and customers as set out at paragraph 36 of my First Affidavit.
- (j) preparing and causing to be uploaded various updates to the STA Travel liquidation webpage on the website of Deloitte;
- (k) corresponding and meeting with key stakeholders including the Australian Competition and Consumer Commission (**ACCC**) and various state consumer agencies regarding the receipt of Customer Refunds;
- (l) corresponding and attending teleconferences with representatives of IATA seeking detailed information regarding Customer Refunds received during the post-appointment period to assist with the recovery process and the making of the present application to the Court;
- (m) maintaining an enquiry log with the various travel providers including as to the receipt of Customer Refunds;
- (n) undertaking a detailed reconciliation of Customer Refunds monies that were received in preparation, including, amongst other matters:
 - (i) seeking further information from IATA, airlines and other travel operators;



- (ii) communicating with CBA as to the extent of any chargebacks paid to any of the customers in respect of whom Customer Refunds were paid;
 - (iii) reviewing and assessing customer data schedules;
 - (iv) liaising with the liquidator of STA Travel UK seeking additional particulars to assist with the reconciliation of the Customer Refunds; and
 - (v) Obtaining information and analysing circumstances where customers received chargebacks in respect of whom Customer Refunds were paid from the travel providers;
- (o) preparing detailed file notes with supporting schedules outlining how the reconciliation process for the Customer Refunds was undertaken;
 - (p) obtaining legal advice on the position of the Customer Refunds in preparation for the present application to the Court; and
 - (q) providing instructions and liaising with our legal representatives (including the preparation of my First Affidavit and supporting evidence) with respect to the present Court application concerning the Customer Refunds.
16. Further details of the specific work involved in relation to the work performed or to be performed in the recovery, preservation, administration and proposed distribution of the Customer Refunds is set out in schedules 10 and 12 of the Remuneration Approval Report annexed to our Report to the Committee of Inspection dated 15 June 2021. A true copy of the Report to the Committee of Inspection dated 15 June 2021 is Exhibited at **pages 381 to 521** of JMT-1.
17. Exhibited at **pages 1 to 8** of JMT-2 is a true copy of a schedule itemising the time incurred by me and my staff in the recovery, preservation and administration of the Customer Refunds during the period 26 September 2020 to 31 March 2021 (**Schedule A**). Exhibited at **pages 9 to 20** of JMT-2 is a true copy of a schedule itemising the time incurred by me and my staff in the recovery, preservation and administration of the Customer Refunds during the period 1 April 2021 to 31 May 2022 (**Schedule B**). The total time costs incurred by me and my staff in the recovery, preservation and administration of the Customer Refunds as set out in Schedule A and Schedule B amounts to \$326,860.50 as summarised below:



Fee resolutions approved at the COI meeting held on 30 June 2021 (discussed at paragraph 24 below)	Amount approved by Committee members at the COI meeting on 30 June 2021	Actual WIP incurred by the Liquidators and their staff for the respective periods	Schedule
Resolution: 26 September 2020 to 31 March 2021 relating to the recovery of customer refunds subject to the Court Application (actual)	\$141,150.50	\$141,150.50	Schedule A
Resolution: 1 April 2021 to the conclusion of the Liquidation relating to the recovery of customer refunds subject to the Court Application (future)	\$160,585.00	\$185,710.00	Schedule B
Total (excluding GST)	\$301,735.50	\$326,860.50	

18. At **page 21** of JMT-2 is a summary of the time costs incurred by myself and my staff for work involved in the recovery, preservation and administration of the Customer Refunds during the period 26 September 2020 to 31 March 2021 (**Schedule C**). Schedule C details the name of the staff member, their job description, their hourly rate and the cumulative hours of work performed during that period.
19. At **page 22** of JMT-2 is a summary of the time costs incurred by myself and my staff for work involved in the recovery, preservation and administration of the Customer Refunds during the period 1 April 2021 to 31 May 2022 (**Schedule D**). Schedule D details the name of the staff member, their job description, their hourly rate and the cumulative hours of work performed during that period.
20. From my review of Schedule A and Schedule B, the total time costs incurred, my knowledge of the work involved, and my experience as a liquidator more generally, I believe that:
- (a) all the work done was reasonably necessary and properly performed by appropriately qualified people;
 - (b) the work performed by me and my staff was performed in an efficient and timely manner; and



- (c) having regard to all relevant circumstances, the remuneration claimed by us is fair and reasonable.
21. In particular, I consider that it was necessary to undertake this work to recover the quantum of Customer Refunds that were ultimately recovered from the travel providers and to reconcile those amounts to particular customers.
22. Deloitte acknowledges and adopts, where applicable, the Code of Professional Practice issued by the Australian Restructuring Insolvency & Turnaround Association (**ARITA Code**).
23. I have read Practice Statements Insolvency 8: Remuneration of the ARITA Code, which deals with remuneration. I have regard to and observed these principles and standards of conduct. For example, I consider that the work done during the appointment of Mr Norman and I as Administrators and Liquidators in relation to the Customer Refunds was necessary and properly performed. As I have set out above, I believe that the work was carried out by a person at Deloitte with the appropriate level of experience to perform that work.
24. On 30 June 2021, a meeting of the COI was held (**June 2021 COI Meeting**). At the June 2021 COI Meeting, the COI “approved” (although the remuneration is still likely required to be fixed by the Court) or endorsed, among other things, our remuneration for the period from 26 September 2020 to 31 March 2021 (in the amount of \$141,150.50 (exclusive of GST)) and our future remuneration from 1 April 2021 to the conclusion of the liquidation (in the amount of \$160,585.00 exclusive of GST), in each case with respect to the work relating to the recovery, preservation, administration and proposed distribution of the Customer Refunds in the amount of \$301,735.50 (exclusive of GST). At **pages 1383 to 1420 of JMT-1** is a copy of the minutes of the COI meeting held on 30 June 2021.
25. As set out in Schedule A and Schedule B, the total time costs incurred by me and my staff in the recovery, preservation and administration of the Customer Refunds amounts to \$326,860.50. The Liquidators’ propose to fix their remuneration insofar as it relates to the time costs incurred in the recovery, preservation, administration and proposed distribution of the Customer Refunds to \$301,735.50 (exclusive of GST). As set out above, this was the amount “approved” or endorsed by the Committee of Inspection for STA Travel (**COI**).



26. We anticipate that further remuneration in the amount of approximately \$50,000 to \$100,000 has, or will, be incurred in relation to this Court Application and any subsequent distribution process. We do not intend to seek payment of that further remuneration.

A.2 Disbursements

27. As set out further in paragraph 39 below, we have very limited information from the books and records of STA Travel regarding contact information for the 587 customers set out in Schedule 1, Schedule 2 and Schedule 3 to the Originating Process (together, **Schedules**). Known email addresses on file (where available) is our key source of information to liaise with this customer base.

28. Subject to the Court approving the distribution of the Customer Refunds to the 587 customers as outlined in the Schedules in the manner set out in the Originating Process, we propose to utilise a software tool known as the “Halo Platform” to assist the Liquidators in distributing the Customer Refunds.

29. The Halo Platform is a proprietary digital claims management platform that was originally developed by Deloitte to assist organisations to manage whistle-blower disclosures securely and effectively. Deloitte has provided this digital facility to some of Australia's largest corporate businesses and Government departments and instrumentalities. In effect, the Halo Platform is a user interface (like a webpage) linked to a database that can be scaled up or down to accommodate the required number of users.

30. The Halo Platform stores a range of confidential information, which includes personal information, financial information and customer information of creditors. The Halo Platform has a number of security features which protect the data of its users and the integrity of the data contained in the platform. These include, amongst other things:

- (a) end-to-end encryption;
- (b) monitoring and virus protection;
- (c) cloud network firewalling; and
- (d) multifactor authentication by users.

31. The use of the Halo Platform in the Customer Refund distribution process would assist the Liquidators by:



- (a) facilitating communications with the 587 customers listed in the Schedules regarding the distribution of the Customer Monies;
 - (b) capturing customer contact information (including any form of identity verification required);
 - (c) providing a secure interface for the customers to input their bank account details for the return of funds; and
 - (d) provide an audit trail regarding communications with the customers.
32. The estimated costs of utilising the Halo Platform in the Customer Refund distribution process is approximately \$15,000 (plus GST), comprising:
- (a) \$1,000 (plus GST) per month for IT server hosting costs for 9 months – total \$9,000 (plus GST);
 - (b) InstaID, customer identity checks at a cost of \$10 per search - estimate 600 searches totalling \$6,000 (plus GST); and
 - (c) Deloitte's time costs incurred for undertaking this work - as set out paragraph 26 above, we do not intend to recover these time costs.
33. In my view, utilising the Halo Platform to facilitate the Customer Refund distribution process is the most feasible and efficient way to distribute the Customer Refunds to the 587 customers. The use of the Halo Platform will enable us to undertake identification checks of those customers (given the limited contact information we have available) to ensure that the Customer Refunds are returned to the correct customer.
34. Without adopting the Halo Platform, I estimate that the costs involved in the Customer distribution process would be approximately \$50,000 (plus GST). In my view, the costs involved and the benefits obtained in utilising the Halo Platform to facilitate the Customer Refund distribution process will outweigh those costs.
35. The costs of utilising the Halo Platform set out in paragraph 32 above includes a profitability margin and will be charged by Deloitte Financial Advisory Pty Ltd, subject to approval being granted by the Court.



A.3 Legal Expenses

36. I am not seeking any specific approval of the legal expenses incurred by the Administrators and Liquidators (as I have scrutinised them and considered them to be properly incurred and reasonable).
37. For completeness, however, what has occurred with respect to legal expenses is that Deloitte, together with our solicitors, Maddocks Lawyers, have undertaken an extensive analysis and a process of allocation:
- (a) to identify the legal work done by solicitors and Counsel that is referable to the Customer Refunds; and
 - (b) to ensure that only legal work carried out in connection with the Customer Refunds is to be deducted from the Customer Refunds before the proposed distribution to the customers identified in Schedule 1, Schedule 2 and Schedule 3.
38. The same process will be adopted with respect to future legal expenses (including an apportionment of the costs of the hearing of this application).

B. Unclaimed Customer Refunds

39. Given the customer bookings set out in the Schedules are over 2 years old, the only contact details that the Liquidators have for some of these customers (as ascertained from the books and records of STA Travel) are email addresses. The Liquidators are concerned that the email address records on file for these customers may be outdated. STA Travel provided travel services and products predominantly to students and young adults, and it is conceivable that the email addresses of some of these customers may no longer be in use (for example, if the email used to make the booking was in connection with their tertiary studies, such as an university email address).
40. In the event that there are further delays caused by unclaimed funds otherwise due to be distributed to customers, the Liquidators will incur further significant expense and delay in progressing with winding up of the Company. For example, if the Liquidators are required to hold on trust any unclaimed Customer Refunds, this will delay the finalisation of the winding up.



41. For those reasons, the Liquidators seek an order that any unclaimed funds from the net amount of the Customer Funds be payable to the NSW Trustee (or, alternatively, to ASIC) after a period of six months.

C. No opposition from the COI, ASIC, CBA, the Commonwealth (administering the FEG Scheme), IATA, Creditors and Customers

C.1 COI

42. On 12 August 2022, a further meeting of the COI was held (**August 2022 COI Meeting**). That meeting was attended by each of the members of the Committee (still serving at the time) and also a representative of the Commonwealth (administering the FEG Scheme) (**FEG**).

43. At the August 2022 COI Meeting, the present application to the Court was discussed and presented in a slide show format summarising the subject of the application and the orders and directions sought by the Plaintiffs.

44. At the August 2022 COI Meeting, there was no opposition expressed by any of the members to the relief sought by the Plaintiffs on this application. At **pages 23 to 59** of **JMT-2** is a copy of the minutes of the August 2022 COI Meeting which includes a copy of the presentation slides presented at the August 2022 COI Meeting.

C.2 ASIC

45. I am informed by Andrew Ng (**Mr Ng**), a solicitor employed by Maddocks, and verily believe that, on 16 June 2022, he caused a letter to be sent to ASIC by way of email to ip.legal@asic.gov.au enclosing copies of the Originating Process filed 14 June 2022 (**Originating Process**) and my First Affidavit. **At page 60** of JMT-2 is a copy of the email and letter from Maddocks to ASIC dated 16 June 2022 (excluding enclosures) (**ASIC Email**).

46. I am informed by Mr Ng and verily believe that, on 16 June 2022, he received an email from Tristan Moseby (Senior Specialist, Chief Legal Office) of ASIC acknowledging receipt of the ASIC Email. **At page 62** of JMT-2 is a copy of the email from Tristan Moseby dated 16 June 2022.



47. I am informed by Mr Ng and verily believe that neither he nor Ms Funston, a partner of Maddocks and the solicitor on the record for the Plaintiffs in this proceeding, has received any further correspondence from ASIC or any communication suggesting that ASIC opposes the relief sought by the Plaintiffs on this application.

C.3 CBA

48. I am informed by Mr Ng and verily believe that on 4 May 2022, he caused a letter to be sent to Corrs Chambers Westgarth (**Corrs**), the solicitors for CBA, attaching a draft copy of the Originating Process and a draft unsworn copy of my First Affidavit. **At page 64** of JMT-2 is a copy of the email and letter from Maddocks to Corrs dated 4 May 2022 (excluding enclosures).

49. I am informed by Mr Ng and verily believe that, on 9 May 2022, he received an email from Sarah Williams Hart (Managing Counsel) of CBA advising that CBA did not intend to comment on the draft Originating Process. **At page 66** of JMT-2 is a copy of the email from Ms Williams Hart dated 9 May 2022.

50. I am informed by Mr Ng and verily believe that on 16 June 2022 he caused an email to be sent to Corrs enclosing copies of the Originating Process and my First Affidavit. **At page 68** of JMT-2 is a copy of the email from Maddocks to Corrs dated 16 June 2022 (excluding enclosures).

51. I am informed by Mr Ng and verily believe that neither he nor Ms Funston has received any response from Corrs or CBA to the email from Maddocks to Corrs dated 16 June 2022 or any communication suggesting that CBA opposes the relief sought by the Plaintiffs on this application.

C.4 FEG

52. I am informed by Mr Ng and verily believe that, on 4 May 2022, he caused a letter to be sent to FEG attaching a draft copy of the Originating Process and a draft unsworn copy of my First Affidavit. **At page 71** of JMT-2 is a copy of the email and letter from Maddocks to the AGD dated 4 May 2022 (excluding enclosures).

53. I am informed by Mr Ng and verily believe that, on 3 June 2022, he received an email from Ellen Nowland (Senior Government Lawyer) of FEG advising that the Commonwealth has obtained legal advice in respect of the orders sought and would not be taking any steps to



intervene or be heard in the present proceedings. **At page 73** of JMT-2 is a copy of the email from Ms Nowland dated 3 June 2022.

54. I am informed by Mr Ng and verily believe that, on 16 June 2022, he caused an email to be sent to FEG enclosing copies of the Originating Process and my First Affidavit. **At page 75** of JMT-2 is a copy of the email from Maddocks to FEG dated 16 June 2022 (excluding enclosures).

55. I am informed by Mr Ng and verily believe that neither he nor Ms Funston has received any response from FEG to the email from Maddocks to FEG dated 16 June 2022 or any communication suggesting that FEG opposes the relief sought by the Plaintiffs on this application.

C.5 Creditors and customers

56. On 17 June 2022, the Liquidators caused a Circular to Creditors dated 16 June 2022 to be sent to each known creditor and customer of STA Travel by way of email (where the Liquidators had an email address for that creditor or customer) or by way of post advising, among other things, that a copy of the Originating Process and my First Affidavit was available on the STA Travel liquidation webpage at www.deloitte.com/au/STATravelAU. **At page 77 of JMT-2** is a copy of the Circular to Creditors dated 16 June 2022.

57. Since the Circular to Creditors dated 16 June 2022 was issued, the Liquidators have not received any substantive enquiries from creditors or customers with respect to the Originating Process or my First Affidavit and nor have the Liquidators received any response in which an objection has been made by any creditor or customer to the orders sought in the Originating Process.

58. I am informed by Mr Ng and verily believe that, to date, Maddocks has not received any substantive enquiries from creditors or customers with respect to the Originating Process or my First Affidavit and nor have Maddocks received any response in which an objection has been made by any creditor or customer to the orders sought in the Originating Process.

C.6 IATA

59. On 17 June 2022, the Liquidators caused a an email to be sent to Mr Matteo Zanarini (employed by IATA) attaching the Originating Process and my First Affidavit. **At page 107**



of JMT-2 is a copy of the email from Deloitte to IATA dated 17 June 2022 (excluding enclosures).

60. The Liquidators have not received any response from IATA to the email to IATA dated 17 June 2022 or any communication suggesting that IATA opposes the relief sought by the Plaintiffs on this application.

SWORN at

Sydney

Signature of deponent



Name of witness

Andrew Ng

Address of witness

Level 27, 123 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**):

- 1 I saw the face of the deponent.
- 2 I have known the deponent for at least 12 months.

Signature of witness



Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

This affidavit was signed in counterpart and witness over audio-visual link in accordance with s14G of the *Electronic Transactions Act 2000* (NSW).