



Rule 11.15(4)(a)

FORM 11A

**IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMON LAW DIVISION
MAJOR TORTS LIST**

Case: S ECI 2020 01535
No. S ECI 2020 01535
Filed on: 14/09/2020 11:48 AM

BETWEEN

NERITA SOMERS & ORS

Plaintiffs

and

BOX HILL INSTITUTE

First Defendant

and

**GOBEL AVIATION PTY LTD
(TRADING AS SOAR ADVANCED FLIGHT TRAINING)**

Second Defendant Third Party

AMENDED THIRD PARTY NOTICE

**(filed pursuant to the Orders of His Honourable Justice John Dixon dated
19 August 2020)**

Date of document: ~~29 June 2020~~

11 September 2020

Filed on behalf of the First Defendant

Prepared by:

Lander & Rogers

Lawyers

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Ref: MUD:ACL:2083357

Attn: Abbey Clark

Email: aclark@landers.com.au

To GOBEL AVIATION PTY LTD (TRADING AS SOAR ADVANCED FLIGHT TRAINING)

**of C/- ACCRU MELBOURNE PTY LTD, 50 CAMBERWELL ROAD HAWTHORN EAST
VIC 3123**

TAKE NOTICE that the plaintiffs have brought this proceeding against the first defendant for the claim set out in the writ and statement of claim served herewith.

AND TAKE NOTICE that the first defendant disputes the plaintiffs' claim on the grounds set out in first defendant's defence served herewith, and claims to be entitled to relief against you on the grounds set out in the statement of claim indorsed on this notice.

IF YOU INTEND TO DISPUTE the plaintiffs' claim against the first defendant, or the first defendant's claim against you, YOU MUST GIVE NOTICE of your intention by filing an appearance within the proper time for appearance stated below.

YOU OR YOUR SOLICITOR may file the appearance. An appearance is filed by:

- (a) filing a "Notice of Appearance" in the Prothonotary's office, 436 Lonsdale Street, Melbourne, or, where the writ has been filed in the office of a Deputy Prothonotary, in the office of that Deputy Prothonotary; and
- (b) on the day you file the Notice, serving a copy, sealed by the Court, at the Defendant address for service, which is set out at the end of this notice.

IF YOU FAIL to file an appearance within the proper time you will be taken to admit the validity of any judgment against the defendant and your own liability to the defendant to the extent claimed in the statement of claim indorsed on this notice, and the defendant may OBTAIN JUDGMENT AGAINST YOU without further notice.

THE PROPER TIME TO FILE AN APPEARANCE is as follows:

- (a) where you are served with the notice in Victoria, within 10 days after service;
- (b) where you are served with the notice out of Victoria and in another part of Australia, within 21 days after service;
- (c) where you are served with the notice in Papua New Guinea, within 28 days after service;
- (d) where you are served with the notice in New Zealand under Part 2 of the *Trans-Tasman Proceedings Act 2010* of the Commonwealth, within 30 working days (within the meaning of that Act) after service or, if a shorter or longer period has been fixed by the Court under section 13(1)(b) of that Act, the period so fixed;
- (e) in any other case, within 42 days after service of the notice.

Filed: ~~29 June 2020~~ 11 September 2020

PROTHONOTARY

IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMON LAW DIVISION
MAJOR TORTS LIST

S ECI 2020 01535

BETWEEN

NERITA SOMERS & ORS

Plaintiffs

and

BOX HILL INSTITUTE

First Defendant

and

**GOBEL AVIATION PTY LTD
(TRADING AS SOAR ADVANCED FLIGHT TRAINING)**

Second Defendant Third Party

AMENDED STATEMENT OF CLAIM AGAINST THIRD PARTY
(filed pursuant to the Orders of His Honourable Justice John Dixon dated
19 August 2020)

Date of document: ~~29 June 2020~~ 11 September 2020

Filed on behalf of: The first defendant

Prepared by:

Lander & Rogers

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Ref: MUD:ACL:2083357

Attention: Matt Dudakov

Email: mdudakov@landers.com.au

Note: Definitions from the Plaintiffs' amended statement of claim dated ~~26 March~~ 3 August 2020 (**ASOC**) are used in this third party statement of claim, unless the context indicates otherwise.

A. Preliminary

1. The Second Defendant Third Party (**Soar**) is and was at all relevant times:

(a) incorporated pursuant to the provisions of the *Corporations Act 2001* (Cth); and

- (b) carrying on business as a provider of aviation training services.
2. The Plaintiffs and Group Members have brought this proceeding against the First Defendant (BHI) and Soar, alleging the various causes of action pleaded in the ASOC.
 3. On the grounds stated in its defence, BHI denies the Plaintiffs and Group Members are entitled to relief against BHI, but pleads in the alternative a proportionate liability defence pursuant to Part IVAA of the *Wrongs Act 1958* (Vic) on the basis that Soar is a concurrent wrongdoer within the meaning of section 24AH of the *Wrongs Act*.
 4. On the grounds alleged in the ASOC and in this third party statement of claim BHI:
 - (a) seeks declarations that Soar is a concurrent wrongdoer within the meaning of section 24AH of the *Wrongs Act* (or alternatively, seeks contribution from Soar pursuant to Part IV of the *Wrongs Act*); and
 - (b) makes further claims against Soar for indemnity and damages for breach of contract.

B. Contracts between BHI and Soar

5. Pursuant to an Agreement to Provide Aviation Training Services dated 10 February 2016 BHI and Soar agreed to provide, inter alia, the CPL Diploma jointly to students, with the theory component to be delivered by BHI and the practical flight training component to be provided by Soar (**Initial Agreement**).
6. The Initial Agreement was varied by a deed between BHI and Soar dated 27 July 2017 entitled "Variation No. 01 to Agreement to Provide Aviation Training Services".
7. The Initial Agreement was replaced by an Agreement to Provide Aviation Training Services executed by BHI and Soar on 20 December 2017 (**Agreement**).
8. The Agreement was varied by a deed between BHI and Soar dated 11 May 2018 entitled "Deed of Variation of Agreement to Provide Aviation Training Services".

9. In accordance with the Initial Agreement and the Agreement:
- (a) the theory component of the CPL Diploma was at all times provided to the Plaintiffs and Group Members by BHI; and
 - (b) the practical flight training component for the CPL Diploma was at all times provided to the Plaintiffs and Group Members by Soar (**practical flight training**).

C. Proportionate liability defence

10. The claims of the Plaintiffs and Group Members in the proceeding are apportionable claims within the meaning of s 24AF of the *Wrongs Act*.

Breach of guarantees under the Australian Consumer Law (Victoria) by Soar

11. ~~In providing the practical flight training, Soar supplied services to the Plaintiffs and Group Members, in trade or commerce, within the meaning of s 2(1) of the *Australian Consumer Law (Victoria)* (**ACL**).~~

Particulars

~~The services comprised the delivery by Soar of the practical flight training, including the use of Soar's aircraft, instruction by Soar's flight instructors, and assessment of student performance.~~

12. ~~Pursuant to section 60 of the ACL, Soar guaranteed to the Plaintiffs and Group Members that the supply of the practical flight training would be rendered with due care and skill (**due care guarantee**).~~
13. ~~Further, if the allegations in paragraph 31 of the SOC are proved, then each of the Plaintiffs and Group Members impliedly made known to Soar, by enrolling in the CPL Diploma and by seeking the practical flight training as a part thereof, that they were~~

acquiring the practical flight training for the purpose of meeting the CASA CPL Requirements to be eligible to apply to CASA for a CPL within the Scheduled Course Duration (**practical flight training purpose**).

14. Pursuant to section 61 of the ACL, Soar guaranteed to the Plaintiffs and Group Members that the supply of the practical flight training would be fit for the practical flight training purpose (**fitness for purpose guarantee**).

15. If the allegations in paragraph 22 of the SOC are proved, then for the number of students enrolled in the CPL Diploma, Soar did not engage a sufficient number of persons who:

(a) held a flight instructor rating under Part 61 of the Regulations; and

(b) were adequately trained and experienced so as to be able to provide the practical flight training necessary for the Plaintiffs and Group Members to meet the CASA Minimum Standards.

Particulars

BHI repeats the particulars to paragraph 22 of the ASOC.

16. If the allegations in paragraph 23 of the SOC are proved, then Soar did not have any proper system under which it monitored whether the Flight Instructors it engaged held valid instructor proficiency checks under reg 61.1180 of the Regulations when those Flight Instructors were providing practical flight training to the Plaintiffs and Group Members.

17. If the allegations in paragraph 25 of the SOC are proved, then Soar did not have a sufficient number of aeroplanes to provide the Plaintiffs and Group Members with the practical flight training necessary for them to meet the CASA Minimum Standards.

Particulars

~~BHI repeats the particulars to paragraph 25 of the SOC.~~

~~18. If the allegations in paragraph 26 of the SOC are proved, then Soar did not have in place any proper system to:~~

~~(a) monitor the progress of the Plaintiffs and Ground Members in their practical flight training necessary for the Prescribed Flight Tests; or~~

~~(b) provide any remedial practical flight training required.~~

Particulars

~~BHI repeats the particulars to paragraph 26 of the SOC.~~

19. By reason of the matters alleged in ~~paragraphs 15 to 18 above, and paragraphs 27 and 60B to 60J~~ of the ASOC (if proved), Soar breached the:

(a) due care guarantee alleged in paragraph 60C of the ASOC; and/or

(b) fitness for purpose guarantee alleged in paragraph 60E of the ASOC; and

thereby caused the Plaintiffs and Group Members loss and damage as alleged in paragraph 59 of the ASOC.

Negligence by Soar

~~20. Soar is and was at all material times a registered training organisation under the *NVETR Act*.~~

~~21. Soar was, by reason of section 22 of the *NVETR Act*, required to comply with Standards 1.1, 1.3, 1.7, 1.8, 1.9, 1.13, 1.25, 2.1, 2.2, 2.4, 4.1(a), 5.1, and 8.4 of the Standards for registered training organisations.~~

- ~~22. Pursuant to the Initial Agreement and the Agreement, and by delivering practical flight training, Soar assumed legal and actual responsibility for the provision to the Plaintiffs and Group Members of the practical flight training.~~
- ~~23. The Plaintiffs and Group Members were vulnerable in relation to Soar, in that they were dependent upon Soar's provision of the practical flight training, in accordance with the Initial Agreement and the Agreement, in order to undertake and complete the requirements of the CPL Diploma.~~
- ~~24. Soar had responsibility for and control over, to the exclusion of the Plaintiffs and Group Members, the way in which the practical flight training was to be delivered to them, and they were required to undertake the practical flight training as directed by Soar.~~
- ~~25. It was reasonably foreseeable to Soar that if it did not take reasonable care in providing the practical flight training, the Plaintiffs and Group Members might suffer loss and damage.~~
- ~~26. By reason of the matters pleaded above, Soar owed a duty to the Plaintiffs and Group Members to take reasonable care in providing the practical flight training to avoid causing economic loss to them.~~
- ~~27. If some or all of the matters alleged in paragraphs 45(d)-(h) and 47(a) and (c) of the SOC are proved, then in the provision of the practical flight training Soar failed in the same respects as alleged therein, and Soar breached its duty of care to the Plaintiffs and Group Members as a result.~~
- ~~28. Further, by reason of paragraphs 15 to 18 above, and paragraph 27 of the SOC (if proved), Soar breached its duty of care to the Plaintiffs and Group Members in the provision of the practical flight training.~~
29. By reason of the matters alleged in paragraphs 60K to 60T of the ASOC (if proved), Soar's breach or breaches of duty caused the Plaintiffs and Group Members loss and damage as alleged in paragraph 59 of the ASOC.

Misleading or deceptive conduct by Soar

~~30. If the allegations of misleading or deceptive conduct by BHI in paragraphs 55 to 58 of the SOC are proved, then Soar also made the Representations and thereby engaged in the same misleading or deceptive conduct.~~

Particulars

~~The documents relied upon by the Plaintiffs in paragraph 55 of the SOC to support the making of the Representations by BHI are particularised in paragraph 15 of the SOC, which in turn refers to documents in particulars (b) and (c) to paragraph 14 of the SOC. Those documents include documents co-branded with Soar, as well as the website and marketing brochures published by Soar.~~

31. By reason of the matters alleged in paragraphs 60U and 60V of the ASOC (if proved), Soar's misleading or deceptive conduct caused the Plaintiffs and Group Members loss and damage as alleged in paragraph 59 of the ASOC.

Conclusion as to proportionate liability

32. As a result of the matters alleged in paragraphs 10 to ~~13~~ 30 above, Soar is a concurrent wrongdoer within the meaning of s 24AH of the *Wrongs Act*.

33. In the premises, and pursuant to s 24AI of the *Wrongs Act*:

- (a) BHI is not liable for any more than the amount reflecting that proportion of the loss or damage claimed by the Plaintiffs and Group Members that this Court considers just having regard to the extent of BHI's responsibility for the loss or damage; and
- (b) judgment must not be given against BHI for more than that amount.

D. Alternative claim for contribution under Part IV of the Wrongs Act

34. If BHI is liable to any of the Plaintiffs or Group Members for any damage for claims that are not apportionable claims within the meaning of section 24AH of the *Wrongs Act* (which is denied), then:
- (a) sections 23B and 24 of the *Wrongs Act* apply to such claims;
 - (b) by reason of the matters alleged in paragraphs 1 to 15 ~~33~~ herein, Soar is liable in respect of the same damage; and
 - (c) accordingly, BHI is entitled to recover an indemnity, alternatively, contribution from Soar in such amount as is found to be just and equitable having regard to the extent of Soar's responsibility for the damage.

E. Breach of contract by Soar

35. There were terms of the Initial Agreement as follows:
- (a) Soar undertook to provide suitably trained instructors to deliver the practical aspects of the CPL Diploma and to perform the Services (meaning the training services for the CPL Diploma) {cl 3.1(b)};
 - (b) Soar was retained as the exclusive provider of practical flight training subject to Soar's compliance with the terms and conditions of the Agreement {cl 3.1(e)};
 - (c) Soar must review applications for prior learning and credit transfer {cl 7.2};
 - (d) both BHI and Soar must pre-engage with students who are enrolling, or considering enrolling, in the CPL Diploma and provide appropriate guidance and responses to queries {cl 7.1(a)};
 - (e) the CPL Diploma would be co-branded as having been delivered by BHI and Soar, and jointly marketed {cII 7.5, 11.1 and 11.2};

- (f) Soar must provide the Services in accordance with the Initial Agreement, including the obligations set out in Schedule 4 to the Initial Agreement {cl 8.1(a)};
- (g) Soar must ensure that it has sufficient staff, properly trained and qualified, to carry out the Services and to provide aviation practical training to BHI students {cl 8.2(a)-(b)};
- (h) Soar must provide all equipment, aircraft, materials and labour necessary for proper performance of its obligations {cl 8.6};
- (i) Soar represented and warranted that in providing the Services it would comply with the law and all relevant industry standards {cl 8.7(a)};
- (j) Soar represented and warranted that the work performed to provide the Services would be done to a high standard in accordance with best practice {cl 8.7(c)};
- (k) Soar represented and warranted that the work would be performed by Soar employees having appropriate qualifications and skills {cl 8.7(d)};
- (l) Soar represented and warranted that the Services would be fit for the purpose required by BHI, being the practical flight training purpose {cl 8.7(e)};
- (m) Soar must keep accurate records of the number of flying hours each student has undertaken and progress on their assessments and provide monthly reports to BHI {cl 14.1(b)};
- (n) except as expressly provided to the contrary in clauses 7, 8.10, 9, 10.1 and 13.1, Soar agreed that BHI would not be responsible for any aspect of the provision of the Services (as defined) {cl 16.1};
- (o) Soar must indemnify BHI against any loss, liability or damage whatsoever:
 - (i) connected with the Services (as defined), including any loss, liability or damage caused by Soar or its employees, agents, contractors and students in the course of the Services;

- (ii) arising from any third party claim against BHI by any of Soar's employees, contractors, agents or students;
 - (iii) incurred by BHI in connection with a breach of the Initial Agreement by Soar,

except to the extent that the loss, liability or damage arises from a negligent act or omission of BHI {cl 16.2};
- (p) Soar releases BHI from any liability whatsoever, however arising, in relation to the provision of the Services {cl 16.3}.

36. There were terms of the Agreement as follows:

- (a) Soar was to provide the Services (meaning the practical flight training services provided to students) in respect of the Training Programs (including the CPL Diploma) {cl 2.1(a)};
- (b) Soar undertook to provide suitably trained instructors to deliver the practical aspects of the CPL Diploma and to perform the Services {cl 2.1(c)};
- (c) Soar acknowledged that BHI entered the Agreement relying on the skill, knowledge and ability of Soar to perform the Services {cl 2.1(e)};
- (d) Soar must at all times meet the Minimum Performance Standard outlined in Schedule 4 to the Agreement {cl 3.2(a)};
- (e) Soar may market the CPL Diploma and obtain applications for enrolment from prospective students {cl 5.1(c)};
- (f) Soar must review applications for prior learning and credit transfer {cl 5.3};
- (g) the CPL Diploma would be co-branded as having been delivered by BHI and Soar, and jointly marketed {cll 5.5, 9.2 and 9.3};
- (h) Soar must do all things reasonably necessary to assist BHI in its compliance with its ASQA requirements in respect of the CPL Diploma {cl 6.1(a)(ii)};

- (i) Soar must provide the Services in accordance with the Agreement, including delivery of comprehensive pre-flight and post-flight briefings to students, and provide all reasonable assistance to enable students to pass modules (including one re-sit of any failed practical test) {cl 6.1(b)};
- (j) Soar must hold a progress meeting with a student after 20 hours of dual flying, and provide written progress reports to students and BHI {cl 6.1(c)};
- (k) Soar must have and maintain all Authorisations (including licences) required for provision of the Services and operate in accordance with the Authorisations {cl 6.1(i)};
- (l) Soar must ensure that it has sufficient staff, properly trained and qualified, to carry out the Services and to provide aviation practical training to BHI students {cl 6.2(a)-(b)};
- (m) Soar must provide all equipment, aircraft, materials and labour necessary for the performance of the obligations under the Agreement {cl 6.6)};
- (n) Soar represented and warranted that in providing the Services it would comply with the law and all relevant industry standards {cl 6.7(a)};
- (o) Soar represented and warranted that the work performed to provide the Services would be done to a high standard in accordance with best practice {cl 6.7(c)};
- (p) Soar represented and warranted that the work would be performed by Soar employees having appropriate qualifications and skills {cl 6.7(d)};
- (q) Soar represented and warranted that the Services would be fit for the purpose required by BHI, namely the provision of the practical flight training {cl 6.7(e)};
- (r) Soar must keep accurate records of the number of flying hours each student has undertaken and progress on their assessments and provide monthly reports to BHI {cl 12.2(c)};

- (s) Soar must indemnify BHI against any loss, liability or damage whatsoever:
- (i) connected with the Services, including any loss, liability or damage caused by Soar or Soar staff in the provision of the Services;
 - (ii) arising from any third party claim against BHI by any of Soar's staff; or
 - (iii) incurred by BHI in connection with a breach of the Agreement by Soar, except to the extent that the loss, liability or damage arises from a negligent act or omission or wilful misconduct of BHI or its employees, agents and contractors {cl 14.1};
- (t) Soar releases BHI from any liability whatsoever, however arising, in relation to the provision of the Services under the Agreement except to the extent that the loss, liability or damage arises from a negligent act or omission or wilful misconduct of BHI or its employees, agents and contractors {cl 14.3}.

37. By reason of the matters pleaded in:

- (a) paragraphs 45(d)-(h) and 47(a) and (c), and paragraphs 60F to 60I and 60R, of the ASOC; ~~and~~
- ~~(b) paragraphs 15 to 18 above;~~

Soar breached the Initial Agreement in the period up to 19 December 2017, and the Agreement in the period 20 December 2017 to 26 March 2020.

Particulars

Paragraphs 45(d) and 60R of the ASOC (PC to RPL allegations):

- cll 7.1(a), 8.1(a), 8.6, 8.7(a), 8.7(c) and 8.7(e) of the Initial Agreement;
- cll 3.2(a), 6.1(a)(ii), 6.1(b), 6.7(a), 6.7(c) and 6.7(e) of the Agreement.

Paragraphs 45(e)-(f), 60F, 60G and 60R of the ASOC and ~~Paragraphs 15 and 16 above~~ (flight instructor allegations):

- cll 3.1(b), 8.1(a), 8.2(a)-(b), 8.7(a) and 8.7(c)-(e) of the Initial Agreement;
- cll 2.1(c), 3.2(a), 6.1(a)(ii), 6.1(b), 6.2(a)-(b), 6.7(a) and 6.7(c)-(e) of the Agreement.

Paragraphs 45(g) and 60H of the ASOC and ~~Paragraph 17 above~~ (aeroplane allegations):

- cll 8.1(a), 8.6, 8.7(a) and 8.7(c)-(e) of the Initial Agreement;
- cll 3.2(a), 6.1(a)(ii), 6.1(b), 6.6, 6.7(a), 6.7(c) and 6.7(e) of the Agreement.

Paragraphs 45(h), 47(a) and 47(c), and 60I, of the ASOC and ~~Paragraph 18 above~~ (progress allegations):

- cll 8.1(a), 8.7(a), 8.7(c)-(e) and 14.1(b) of the Initial Agreement;
- cll 2.1(c), 3.2(a), 6.1(a)(ii), 6.1(b), 6.1(c), 6.7(a), 6.7(c), 6.7(e) and 12.2(c) of the Agreement.

~~Paragraph 37 above~~ (reporting obligations):

- ~~cl 14.1(b) of the Initial Agreement;~~
- ~~cll 6.1(c) and 12.2(c) of the Agreement.~~

38. By reason of Soar's breach or breaches of contract, BHI has suffered, and may continue to suffer, loss and damage, namely:

- (a) BHI's liability (if any) to each of the Plaintiffs and Group Members, and all legal and other costs incurred in relation to the claims in this proceeding (calculated on an indemnity basis);

- (b) any tuition fees BHI is required to refund to the Commonwealth following cancellation of debts owed by any of the Plaintiffs or Group Members under VET FEE-HELP VET Student Loans.

F. Contractual indemnity claim against Soar

39. By clause 16.2 of the Initial Agreement, Soar must indemnify BHI against any loss, liability or damage whatsoever connected with the Services, arising from any third party claim against BHI by students, or incurred by BHI in connection with a breach of the Initial Agreement by Soar, except to the extent that such loss, liability or damage arose from a negligent act or omission by BHI.
40. By clause 14.1 of the Agreement, Soar must indemnify BHI against any loss, liability or damage whatsoever connected with the Services, or incurred by BHI in connection with a breach of the Agreement by Soar, except to the extent that such loss, liability or damage arose from a negligent act or omission or wilful misconduct by BHI.
41. In the premises, BHI is entitled to be fully indemnified by Soar for BHI's loss and damage pleaded in paragraph 20 ~~38~~ above.

AND BHI CLAIMS:

- A. A declaration that Soar is a concurrent wrongdoer within the meaning of s 24AH of the *Wrongs Act*.
- B. Indemnity, alternatively, contribution pursuant to Part IV of the *Wrongs Act*.
- C. Damages for breach of contract.
- D. Declarations that:
- (i) pursuant to clause 16.2 of the Initial Agreement, Soar is liable to indemnify BHI in respect of any loss or damage incurred by BHI; and
 - (ii) pursuant to clause 14.1 of the Agreement, Soar is liable to indemnify BHI in respect of any loss or damage incurred by BHI.

E. Interest.

F. Costs.

Dated: ~~29 June 2020~~ 9 September 2020

B F Quinn

M J Hooper

Lander & Rogers

.....
Lander & Rogers

Solicitors for the first defendant

1. This notice was filed for the first defendant by:
Lander & Rogers, Lawyers of Level 12, 600 Bourke Street, Melbourne VIC 3000.
2. The address of the first defendant is:
465 Elgar Road, BOX HILL VIC 3128.
3. The email address for service of the first defendant is:
aclark@landers.com.au
4. The address for service of the first defendant is:
C/- Lander & Rogers, Level 12, 600 Bourke Street, Melbourne VIC 3000.
5. The address of the Third Party is:
C/- Accru Melbourne Pty Ltd, 50 Camberwell Road, Hawthorn East VIC 3123

SCHEDULE OF PARTIES

No. S ECI 2020 01535

NERITA SOMERS

First Plaintiff

ADEL HASSANEIN

Second Plaintiff

MATTHEW LAMONT

Third Plaintiff

FELIX OULDANOV

Fourth Plaintiff

BOX HILL INSTITUTE

First Defendant

**GOBEL AVIATION PTY LTD
(TRADING AS SOAR ADVANCED FLIGHT TRAINING)**

Second Defendant Third Party