

AFFIDAVIT OF STEPHEN PAUL FIRTH

SWORN 6 DECEMBER 2011

COURT DETAILS

Court	SUPREME COURT OF NEW SOUTH WALES
Division	
List	
Registry	SYDNEY
Case number	2011/370116

TITLE OF PROCEEDINGS

First Plaintiff	MARIA GORITSAS
Second Plaintiff	BASIL GORITSAS
Third Plaintiff	STEPHEN PAUL FIRTH
Number of Plaintiffs	3
Defendants	TONY BARAKAT, RUSSELL WALTER KEDDIE AND SCOTT JOHN ROULSTONE
Number of Defendants	3

FILING DETAILS

Filed for	Plaintiffs
Legal representative	Stephen Paul Firth Firths – The Compensation Lawyers The Chambers Level 6 370 Pitt Street SYDNEY NSW 2000 DX 11630 Sydney Downtown
Legal representative reference	SPF:KG:112033
Contact name and telephone	Stephen P. Firth 02 8268 5300

AFFIDAVIT

Name Mr Stephen Paul Firth
Address Level 6, 370 Pitt Street, Sydney, New South Wales
Occupation Solicitor
Date 6 December 2011

I say on oath:

1. I am one of the Plaintiffs in this matter. I crave this Honourable Court's leave to refer to my earlier Affidavit in relation to Mr Xi Li which was sworn on 30 November 2011. It is the later of the two Affidavits sworn on that day and consists of 12 paragraphs of text and two annexures.
2. On the afternoon of 2 December 2011 I received a letter from Margiottas dated that same day which claimed that Mr Xi had received a cheque for \$80,000 on 1 December 2011. A copy of that letter is annexed hereto and marked with the letter "A".
3. I was also present in Court on the afternoon of 2 December 2011 when Margiottas were granted leave to cease to act for Mr Li in relation to these proceedings. At the same time Margiottas indicated their intention to also file a Notice of Solicitor Ceasing to Act on behalf of Mr Li in connection with his District Court proceedings against the Defendants.
4. As a result of those developments later that same evening I had a telephone conversation with Mr Li. We conversed in English. Although English is not Mr Li's first language I have found that I am able to converse with him although at times he has preferred to use a Mandarin interpreter.
5. As a result of that conversation I prepared an Affidavit for Mr Li and on 5 December 2011 I attended upon Mr Li with my Mandarin speaking Paralegal Wendy Yang in order to take his Affidavit. Before Mr Li swore the Affidavit its contents were translated into Mandarin by Ms Yang.
6. I crave this Honourable Court's leave to refer to the Affidavit of Mr Li. In the Affidavit he refers to a Mandarin interpreter by the name of Helena Li. She is well known to me. For many years she was a very close associate of the law firm Keddiess. She acted as their "in house" Mandarin interpreter for many years indeed she acted as

such for Mr Li when his matter was with Keddies. In fact she is referred to by name at several points of the fee ledger maintained by Keddies for this matter including on each of the first five pages.

7. When I received instructions for Mr Li one of the matters I investigated was the interpreting fees for Helena charged by Keddies. In that regard she wrote me a letter dated 6 October 2010. A copy of that letter is annexed hereto and marked with the letter "B".
8. I was first introduced to Helena in about March 2010. I met her along with Mr Siu Sheng Lee and a Chinese speaking solicitor, Hong Liu. I understood that they had all been previously associated with the firm Keddies but that in 2006 that relationship came to an end. At the time they were introduced to me they were engaged in acrimonious defamation proceedings against the Defendants. At that time they took every opportunity to inform me of a large number of very serious allegations against the Defendants. At their request I agreed to act on behalf of a number of former clients of the Defendants from the Chinese community. Mr Li was one of those clients. In the course of doing so I, from time to time, would receive correspondence from Helena as I did in the matter of Mr Li. I have set out more detail of this background in the first of my two Affidavits sworn on 30 November 2011 and I refer to this Honourable Court to what appears at paragraph 16 and following in that regard.
9. On 18 November 2010 Keddies brought proceedings in this Honourable Court by matter number 2010/384333 against me, Mr Lee and Hong Liu. Subsequently Helena was added as a Defendant in those proceedings.
10. In an Affidavit sworn in connection with those proceedings one of the Defendants, Tony Barakat, deposed as follows concerning the relationship of the firm Keddies with Helena, Mr Lee and Hong Liu. He stated as follows:

"5. *In the periods from 1999 to October 2006, Keddies built up a large and successful practice acting for Chinese-speaking clients with the assistance of Ms Hong Mei Li (whom I came to know as "Helena") as an interpreter and the third defendant, Mr Siu Sheng Lee ("Mr Lee"), as a liaison officer.*

6. *In about 1999, Helena was retained by Keddies to act as interpreter in respect of all matters where Keddies' client required a Mandarin interpreter.*
7. *Sometime in 1999, Helena introduced me to Mr Lee. At the time, Mr Lee was the proprietor (either in his own name or through a company) of a business providing physiotherapy, or at least Chinese massage services where some of the Keddies' Chinese speaking clients were obtaining treatment.*
8. *Mr Lee suggested that Keddies advertise in the various Chinese language newspapers in Sydney.*
9. *A practice then developed whereby Chinese speaking clients responding to the advertisements in Chinese language newspapers would contact Mr Lee. He would collect some basic information from them including name, address, telephone numbers, nature of injury and claim and he would then make an appointment for that client to see a lawyer employed by Keddies. That lawyer would take instructions from the client, usually with Helena or in the latter years a contractor of hers, the second defendant, Ms Hong Liu ("Ms Liu"), providing interpreting services, and then enter into formal retainer arrangements with the client.*
10. *In about 2001, Mr Lee started to work on a virtually full time basis as the liaison between Keddies and its Chinese-speaking clients who by that time were primarily being introduced by way of newspaper advertisements. The employer of Mr Lee was Kedsec Pty Limited as trustee from the Kedsec Unit Trust ("Kedsec"). Kedsec was the service company of the Keddies' practice."*
11. *Subsequently Keddies agreed to release Mr Lee, Helena and Hong Liu from those proceedings and ever since I have noticed a marked change in the attitude of each towards me.*
12. *In fact I believe there has been a rapprochement between Keddies and these parties and as a result I believe that each of them and in particular Helena is now once again acting as agent for and in the interests of Keddies.*

SWORN at

SYDNEY

On

6 December 2011

Signature of deponent



Signature of witness



Name of witness

James Kospetas

Address of witness

Level 6, 370 Pitt Street, Sydney, New South Wales

Capacity of witness

Solicitor

Partners:

Andrea Margiotta Notary Public
Anthony Steven Margiotta

Associates:

Vincent Paul Margiotta Notary Public
Naushad Husaini

Reply to: Leichhardt**Our Ref.:** ASM:NH:AB**Your Ref.**

2 December, 2011

Mr Xi Li
Unit 2, 41A Livingstone Road
LIDCOMBE NSW 2141

"SENT BY COURIER"

Dear Sir,

Re: XI LI -v- KEDDIES LITIGATION LAWYERS

We note that you informed us yesterday afternoon, after Court, that during the day, you had received and banked \$80,000 of settlement monies. We had no knowledge of that. We had informed Justice Adams of the Supreme Court, yesterday, that we would observe an interlocutory injunction, granted by the Court at the request of Mr Firth solicitor, preventing us from taking any further step with regard to your settlement with Keddies. We had no knowledge or forewarning that you would be receiving or banking settlement funds. We note that we have observed His Honour's orders.

In the circumstances, we are unable to act for you any further, subject to any directions or orders that Justice Adams may make. We are seeking to relist the matter later this afternoon, before Justice Adams, to ask for his leave to cease to act for you any further in relation to your settlement and claims against Keddies. We intend to hand up a copy of this letter in court today, and will need to provide it to Mr Firth and to the solicitors (Verekers) now acting for Keddies.

In the meantime, you may wish to seek independent legal advice. We are unable to discuss this with you, pending any further direction or order by Justice Adams.

Yours faithfully,
MARGIOTTA SOLICITORS

Per:

This is the Annexure marked "A" referred to
in the Affidavit of Stephen Paul Firth
sworn this 6th day of December 2011
before me:


Solicitor/Justice of the Peace

Liability limited by the Solicitors Scheme, approved under the Professional Standards Act 1994 (NSW)

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DX 610, Sydney
Fax: (02) 9569 9223
By Appointment Only

"B"

6/10/2010

Attn: Mr S Firth & Ms Hong Liu

Fax: 92672230

This is the Annexure marked "B" referred to
in the Affidavit of Stephen Paul Firth
sworn this 6th day of December 2011
before me:

Dear Hong,

 Solicitor/Justice of the Peace

Re: Baiyi Invoices — Mr Xi Li

I refer to our telephone conversation yesterday.

In respect of Baiyi's invoices in Xi Li's matter,
I'd like to state the following,

- ① I did not double charge Xi Li's interpreter's fee.
- ② My original invoices would not show any duplication.
- ③ Before any case settling, the solicitors would ask me to provide tax invoices to Keddies. I only provided a set of invoice which included common law and WCC.
- ④ The solicitors would split them to CL & WCC, and how they split was not my business and I did not know how the solicitors split.
- ⑤ My job was provide invoices and get cheques to
- ⑥ I would not know which invoices belonged to C
which invoices belonged to WCC

Regards,

Helena Li 