

22nd February, 2018

Slater & Gordon
485 La Trobe Street
MELBOURNE VIC 3000

By email: newclientservices@slatertgordon.com.au
& **by hand delivery**

Dear Sir/Madam

Letter attached dated 2 September 1994

As the elected spokesperson of the Casualties of Telstra (COT group), from 1993 to 1999, it has always been my responsibility to accurately report on what had occurred prior to the COT cases entering into their various Government-endorsed arbitrations.

The subsequent discovery of evidentiary material contained within absentjustice.com has identified it was Telstra's lawyers who drafted the Arbitration Agreement dated 10 January, 1994. During the negotiations, this information was withheld from the COT case members. It was this agreement the COT Arbitration Agreement was based upon.

I recommend a member of your office view the content of the evidentiary material displayed on the Front Page of the absentjustice.com website Call For Justice.

By reading Call For Justice and the Prologue page those two links will give insight as to the reason I have directly contacted your office, regarding your company's previous correspondence of 2 September, 1994 to ~~XXXXXX~~ (over 23 years ago) (refer copy attached).

Alan Smith, author of absentjustice.com, has demonstrated in various pages in the menu bar together with exhibits and attached links, neither the Arbitrator nor Special Counsel for the Telecommunication Industry Ombudsman drafted the Arbitration Agreement as the Government and COT cases were officially informed was to be the case.

The content of the wording within the Arbitration Agreement definitely favoured the defendant, Telstra.

It is clear from absentjustice.com/Prologue Chapter Four, that although the Arbitrator condemned the agreement '*as not credible*' to use in the arbitration process, **he authorised and sanctioned the use of the Agreement anyway.**

I invested a substantial sum of money funding trips to Canberra, and electoral offices of interested Members of Federal Parliament with evidentiary material in hand advising numerous senators that, as COT spokesperson, there was a justifiable reason I was not happy with the Arbitration Agreement the COT case members were being compelled to sign (just because the Government endorsed the process).

My business operates within a highly competitive industry and therefore I could not personally afford to invest the necessary time and energy required to identify the facts of

what was occurring behind the scenes. For this reason, on a commercial basis in 2007, I provided Alan Smith with a monthly retainer plus payment of all incurred expenses, in order to support & assist Alan in exposing what your company identified as gross inadequacies within the Arbitration Agreement over 23 years ago.

Your company's statement on page one, second paragraph, condemns the Arbitration Agreement that I, Alan and a number of other COT cases had already signed before your company effectively stopped Mr. [redacted] from signing the arbitration process that a number of senators condemned years later in 1997-99. It was this Arbitration Agreement that has caused so much grief to the individual COT cases' and their families to this day.

My request of your company: Does Slater & Gordon have any objection to Alan Smith using the attached letter (2/9/94) acknowledging what your company sighted all those years ago and identifying your company's involvement?

In 1994 had I, as the spokesperson for the COT cases been provided a copy of this correspondence, the gross inadequacies of the Arbitration Agreement could have been exposed over 23 years ago.

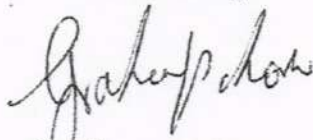
We have received [redacted] conditional consent to use this letter on the basis we do not divulge his personal details (see attached copy email from Mr [redacted]). We will blank out his name and address on the attached letter before it is displayed on absentjustice.com. **Please also refer to attached explanatory courtesy note for what is currently displayed on the above website.**

If your company agrees to us including the 2 September 1994 correspondence (which factually supports so much of our story) we would certainly consider advertising the fact that: "if only we COT Cases', had all received a copy of Slater & Gordon's 2 September, 1994 correspondence, our lives would not have been ruined in the way they have." Any wording along those lines that your company would perhaps like to edit themselves we will of course consider this on absentjustice.com and our proposed manuscript we hope to have published towards the end of the year.

As Alan Smith is doing all of the groundwork, so to speak, any correspondence sent on this matter will be forwarded directly to Alan by my personal assistant, Sharon Churchill.

We look forward to receiving your response.

Yours sincerely



Graham Schorer
Managing Director
Golden Messenger

encs.

Mr J Main

- 2 -

2 September 1994

on an hourly basis. The hourly rate charged will be dependant upon the amount recovered by you. Accordingly, there will be a graded scale of hourly rates.

In the coming weeks we shall forward a Costs and Retainer Agreement for execution by you, if you wish to proceed. If you do wish to proceed we shall attend to taking a detailed statement from you as quickly as possible after execution of the agreement.

Please contact Jeremy Smith to discuss the matters raised in this letter at your earliest convenience.

Yours faithfully
SLATER & GORDON

Per: *[Handwritten Signature]*

JEREMY SMITH