

Private and confidential

Email and Express Post

26 April 2022

Mr Tom Linskey
Director
Meadowbrook Golf Pty Ltd

Mr Rob Fyfe
President
Meadowbrook Country Golf Club

C/A MW Clarke & Associates Pty Ltd
**Building 6, 2404 Logan Road
Eight Mile Plains QLD 4113**

Copy to:

Mr Steve Linskey
General Manager
Meadowbrook Country Golf Club

gm@meadowbrookgolfclub.com.au

Dear Mr Linskey and Mr Fyfe

Meadowbrook Golf Club and the Logan City Council

We act for the Logan City Council (**Council**), the Head Lessor in respect of lease 703190335 of which Australian Golf Management Corporation Pty Limited (**AGMC**) is lessee. We further refer to the sub-lease between AGMC as sub-lessor to Meadowbrook Golf Club Pty Ltd (**Meadowbrook**).

We have previously written to the lawyers for AGMC, Russells and Mullins Lawyers, to seek confirmation whether either law firm acts on behalf of Meadowbrook, but did not receive a response. A copy of that letter is **enclosed** with this letter.

1. Meadowbrook Golf Club Website

1.1 Our client has become aware of a persistent banner on the Meadowbrook Golf Club website at <https://meadowbrookgolfclub.com.au/> (**Website**), in the following form:

MEADOWBROOK GOLF CLUB GOLF MINI GOLF DRIVING RANGE COACHING CENTRE FUNCTIONS WEDDINGS BISTRO FOOD TRUCK ABOUT

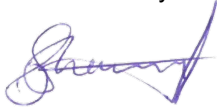
USE YOUR VOICE AND SUPPORT US AGAINST THE LOGAN CITY COUNCIL FIND OUT MORE

1.2 When visitors of the Website navigate to the "Find Out More" section, they are directed to a webpage which:

- (a) invites users to contribute to a "Go Fund Me" to raise funds for Meadowbrook's legal fees, in respect of an ongoing development application to, amongst other things, allow for the use of gaming machines at the Meadowbrook Golf club;
- (b) extracts correspondence between Clayton Utz and Mullins Lawyers regarding that development application; and

- (c) links to a webpage under the title "Read the Whole Sorry Story", being a 10 page document titled "Chronology", purportedly prepared by Mr Tom Linskey, a director of Meadowbrook, and dated 25 March 2022 (**Chronology**).
- 1.3 Our client has serious concerns regarding multiple aspects of the Website but particularly notes the serious and false allegations contained throughout the Chronology, which purports to be a summary of the events from 2011 to date.
- 1.4 The Chronology contains a number of significant inaccuracies and extremely serious defamatory allegations, both in respect of former Council CEO Mr Silvio Trinca personally, and in respect of the Council generally.
- 1.5 We note, for example, that paragraph 20 of the Chronology refers to Mr Trinca's conduct as being "*at the very least - negligent - and at the worst fraudulent*". This serious allegation is wholly untrue and contains a clear defamatory meaning.
- 1.6 We do not intend to respond to the balance of the allegations throughout the Chronology (which our client does not accept to be true), in circumstances where the disputed facts purportedly detailed in this document are presently subject to ongoing litigation between AGMC and Council (see Supreme Court proceedings number 5779/19, *Australian Golf Management Corporation Pty Ltd v Logan City Council*). We note however that, despite allegations of negligence and fraud being made in the Chronology, no such allegations have been made in AGMC's pleaded case before the Court.
- 1.7 We finally note that at paragraphs 74 to 84 (at least) of the Chronology relate to the mediation between AGMC and the Council which occurred in November 2020. Those paragraphs purport to detail the events and circumstances of that mediation.
- 1.8 That mediation was undertaken confidentially and on a without prejudice basis. Our client has not waived that privilege, and no individual party is entitled to unilaterally waive privilege jointly held by both parties. To the extent Mr Linskey, Meadowbrook, or AGMC, have breached that privilege, our client expressly reserves its rights.
2. **Demand to cease and desist**
- 2.1 The Chronology is published on the Meadowbrook Website. It has purportedly been prepared by Mr Linskey. The language of the Chronology suggests that it has been at least authorised by, or potentially even partially drafted on behalf of AGMC. Each of Meadowbrook, Mr Linskey, and AGMC may equally therefore constitute "publishers" of the Chronology.
- 2.2 Our client demands that Meadowbrook, Mr Linskey, and/or AGMC:
- (a) withdraw and take down the Chronology from the website;
 - (b) refrain from re-publishing the Chronology in a form which includes the false allegations referred to in this letter or otherwise.
- 2.3 In the event the Chronology is not withdrawn by **4 pm on Friday 29 April 2022**, our client reserves the right to take immediate steps available to it at a law in respect of the publication, without further notice to you.

Yours sincerely



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