

NOTICE OF FILING

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File Title: BCI MEDIA GROUP PTY LTD ACN 098 928 959 v CORELOGIC
AUSTRALIA PTY LTD ACN 149 251 267 & ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Further Amended Statement of Claim

No. NSD 285 of 2021

Federal Court of Australia
District Registry: New South Wales
Division: General

BCI MEDIA GROUP PTY LTD (ACN 098 928 959)

Applicant

CORELOGIC AUSTRALIA PTY LTD (ACN 149 251 267) and others

First Respondent

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THE PARTIES

- 1 The Applicant (**BCI Media Group**) is, and at all material times, has been:
 - (a) engaged by itself, and through its affiliates, in the business of supplying building and construction information and data, and associated services, in Australia and New Zealand;
 - (b) a corporation duly incorporated under the laws of the Commonwealth; and
 - (c) entitled to sue in and by its corporate name and style.

- 2 The First Respondent (**CoreLogic Australia**) is, and at all material times, has been:
 - (a) an entity whose ultimate holding company is the Fourth Respondent, CoreLogic, Inc;
 - (b) engaged by itself, and through its affiliates, in the business of providing property information, analytics and property-related risk management services in Australia and New Zealand;
 - (c) a corporation duly incorporated under the laws of the Commonwealth; and
 - (d) able to be sued in and by its corporate name and style.

- 3 The Second Respondent (**RP Data**) is, and at all material times, has been:
 - (a) a wholly owned subsidiary of CoreLogic Australia;
 - (b) engaged by itself, and through its affiliates, in the business of supplying residential and commercial property information and data, and associated services, in Australia;
 - (c) a corporation duly incorporated under the laws of the Commonwealth;
 - (d) able to be sued in and by its corporate name and style;
 - (e) the registered licensee of the internet protocol (**IP**) addresses 203.8.17.238 and 203.8.16.238; and
 - (f) the registered owner of the business name 'CoreLogic Asia Pacific' (ABN 67 087 759 171);
 - (g) the registered owner of the domain name corelogic.com.au;

- (h) in control of the email addresses which use its registered domain name as a suffix (@corelogic.com.au);
 - (i) the owners of all of the shares in the Third Respondent.
- 4 The Third Respondent (**Cordell**) is, and at all material times, has been:
- (a) a wholly owned subsidiary of RP Data;
 - (b) engaged by itself, and through its affiliates, in the business of supplying construction data and associated services in Australia, via its product **Cordell Connect**;
 - (ba) the registered owner of the domain name cordellconnect.com.au, by which Cordell Connect is accessed by subscribers to Cordell Connect;
 - (bb) the registered owner of the domain names cordell.com.au and cordellconnect.com.au;
 - (bc) the owner and operator of the interface and database through which the information in Cordell Connect is accessed;
 - (bd) in control of the email addresses which use its registered domain name as a suffix (@cordell.com.au);
 - (c) a corporation duly incorporated under the laws of the Commonwealth; and
 - (d) able to be sued in and by its corporate name and style.
- 5 The Fourth Respondent (**CoreLogic, Inc**) is, and at all material times has been:
- (a) the ultimate holding company of CoreLogic Australia;
 - (b) engaged by itself, and through its affiliates, in the business of providing data services, financial, property and consumer information, analytics and business intelligence in North America, Western Europe and Asia Pacific;
 - (c) a corporation duly incorporated under the laws of Delaware; and
 - (d) able to be sued in and by its corporate name and style.

Relationship between CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc

6 At all material times, CoreLogic Australia, RP Data and Cordell:

- (a) have had common directors and officers such that their knowledge is imputed to each of CoreLogic Australia, RP Data and Cordell;

Particulars

- (b) have had common members of their executive;

Particulars

- (c) have shared control and direction over a number of employees who:
 - (ia) were either employees of RP Data or Cordell;
 - (i) acted under the control or direction of persons who were directors of CoreLogic Australia, RP Data and Cordell;
 - (ii) used email addresses with the same suffix: @corelogic.com.au or @cordell.com.au;
 - (iii) used the sign off “CoreLogic” or “Cordell” underneath their names in their emails;
 - (iv) had access to the same information in respect of CoreLogic Australia, RP Data and Cordell by reason of them sharing information technology infrastructure;
 - (v) generally worked at the same locations where CoreLogic Australia, RP Data and Cordell had shared office space; and
 - (vi) worked for the benefit of CoreLogic Australia, RP Data and Cordell.

Particulars

- (d) have had a common registered address and principal place of business according to records maintained by ASIC;

Particulars

- (e) have shared common information technology infrastructure and premises from which they operate their business;

Particulars

- (f) have had access to the same information stored and maintained on their shared information technology infrastructure, being a single, shared IT environment;

Particulars

- (g) were aware that employees of RP Data engaged in the Robotics Program (as defined in paragraph 41AA below)

- (h) have stated that they have the same “Executive & Team”, “Banking & Finance Team” and “Customer Care Team”, and list the names and profiles of the persons on those teams, on their website at www.corelogic.com.au/our-people#executive-team, www.corelogic.com.au/our-people#banking-financeteam and www.corelogic.com.au/our-people#customer-careteam;

- (i) have represented on their common website that their “Head Office” is located at Level 6a and 7 at 388 George Street, Sydney, New South Wales; and

- (j) have collectively referred to themselves as “CoreLogic”.

7 By reason of the matters set out in paragraph 6 above, at all material times, CoreLogic Australia, RP Data and Cordell have:

- (a) operated their business jointly; and
- (b) deployed their resources for their own and each other’s benefit.

Particulars

8 CoreLogic, Inc has, at all material times, conducted business in Australia through its subsidiaries, CoreLogic Australia, Cordell and RP Data.

Particulars

- 9 CoreLogic, Inc claims to be:
- (a) the owner of proprietary intellectual property in respect of which it takes steps to protect; and
 - (b) the owner of copyright works produced by CoreLogic Australia, RP Data and Cordell.

Particulars

- 10 CoreLogic, Inc:
- (a) exercised ultimate control as the parent company over CoreLogic Australia from 10 February 2011 and its subsidiaries RP Data from 26 July 2016 and Cordell from 7 December 2016;
 - (b) knew from at least August 2018 about the Robotics Program;
 - (c) in around November 2018, gave approval to RP Data to engage in the Robotics Program;
 - (d) in around November 2018, endorsed the strategy for the Robotic Program;
 - (e) financially benefited from the Robotics Program; and
 - (f) claimed ownership in the intellectual property rights in Comparative Documents derived from the Robotics Program referred to in paragraph 42C below.

Particulars

BCI MEDIA GROUP AND LEADMANAGER

- 11 BCI Media Group is part of the BCI group of companies, which provide building and construction information in Australia and nine other countries.
- 12 BCI Media Group has operated in Australia since 2002.
- 13 At all material times, BCI Media Group's products and services in the building and construction industry include:
- (a) in-depth information on upcoming construction projects offered through web and mobile based platforms and applications;

- (b) project management and client relationship management (**CRM**) software;
 - (c) a platform for tender management;
 - (d) customised industry research reports and tailored training programs; and
 - (e) industry publications and events.
- 14 In 2002, BCI Media Group launched a web-based platform known as “BCI LeadManager” which, since 2014, has also been available as a mobile phone based platform (**LeadManager**).
- 15 Amongst the features of LeadManager is that it combines live construction project information and CRM capabilities to:
- (a) allow subscribers to locate and manage new projects and sales opportunities;
 - (b) sort and distribute leads, in relation to building projects and to obtain verified industry contact details for key decision-makers on building projects;
 - (c) identify and submit quotes to multiple tendering parties for building projects; and
 - (d) download data files and building project related materials.
- 16 BCI Media Group has continued to upgrade LeadManager since 2002 and has incorporated interactive features that enable LeadManager subscribers to:
- (a) view aggregated data regarding tender awarded projects, trending projects and the most active companies operating in the sector; and
 - (b) access reports containing information on sector or regional trends, project value information, internal sales pipeline forecasts, closing ratios and other key sales information.
- 17 The data available to subscribers of LeadManager, as pleaded in paragraphs 15 and 16 above, is securely stored on BCI Media Group’s servers located in Australia (**BCI Servers**).
- 18 At all material times, BCI Media Group required persons and entities who wished to access LeadManager to enter into a subscription agreement with BCI Media Group (**LeadManager Subscription Agreement**).

Terms of BCI Media Group's LeadManager Subscription Agreements

- 19 The relevant terms of the LeadManager Subscription Agreement are:
- (a) the subscriber agreed to pay BCI Media Group a subscription fee (being cl 2.2 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (b) BCI Media Group agreed to provide the subscriber with login details and a confidential password to access LeadManager (**User Details**) (cl 2.3, being cl 2.3 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (c) the subscriber agreed to only use their User Details as directed by BCI Media Group (cl 2.3, being cl 2.3 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (cc) the subscriber agreed to not use their User Details to access LeadManager other than in accordance with any relevant documentation provided to them (cl 2.3, being cl 2.3 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (d) the subscriber agreed to keep their User Details confidential (cl 2.3, being cl 3.2 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (e) the subscriber agreed to not use any computer programming routine that may intercept or expropriate any data from LeadManager (cl 3.1, being cl 3.1 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (f) the subscriber agreed to comply with BCI Media Group's fair usage policy (**Fair Usage Policy**) (cl 3.3, being cl 3.3 of the SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
 - (g) the relevant obligations in the Fair Usage Policy are (cl 2.1(a)-(b) of Fair Usage Policy):
 - (i) the subscriber must not allow another person to use their subscription or User Details without BCI Media Group's consent;

- (ii) the subscriber must not use LeadManager in a manner that was not intended by BCI Media Group (as communicated to the subscriber or ascertainable by BCI Media Group's marketing material or website), and must not use web crawlers for any purpose;
- (h) the subscriber agreed to only use LeadManager for their own information needs (cl 4, being cl 4.1 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
- (i) the subscriber acknowledged that content on LeadManager (being data, text, software, music, sound, photographs, video, graphics or other material in any form, advertisements or commercially produced information presented through LeadManager) (**Services Content**) may be protected by copyright, confidentiality or other intellectual property rights (cl 4.1, being cl 4.1 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
- (j) the subscriber agreed that it would not copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute any of the Services Content for any party not directly associated with the subscriber (cl 4.1, being cl 4.1 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
- (k) the subscriber agreed that they were prohibited from systematic retrieval of Services Content to create or compile, directly or indirectly, a collection, compilation, database or directory (cl 4.1, being cl 4.1 of the SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below);
- (l) the subscriber acknowledged that all tender documents, extracts from tender documents and other information provided to them in connection with their Subscription Agreement or their use of LeadManager (**Tender Documents**) are protected by copyright (cl 5.1, being cl 5.1 of the Forum Group Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below); and
- (m) the subscriber agreed they were not permitted to reproduce Tender Documents other than for the purpose of the submission of a quotation, tender or proposal in accordance with those documents (cl 5.1, being cl 4.1 of the Forum Group

Subscription Agreement, SkillTech Subscription Agreement and Gingold Subscription Agreement referred to below).

- 20 A copy of the LeadManager Subscription Agreement has, at all material times, been published on LeadManager.
- 21 From at least 27 August 2018, CoreLogic Australia, RP Data and Cordell were in possession of a copy of the LeadManager Subscription Agreement.

Particulars

- 22 At all material times:
- (a) RP Data offered, and CoreLogic Australia and Cordell knew that RP Data offered, access to Cordell Connect by persons who entered into a subscription agreement; and
 - (b) Cordell Connect was a product competing with LeadManager.

Particulars

- 23 At all material times since May 2016, CoreLogic Australia, RP Data and Cordell were aware:
- (a) that BCI Media Group required persons and entities who wished to access LeadManager to enter into a LeadManager Subscription Agreement with BCI Media Group; and
 - (b) of the terms of the LeadManager Subscription Agreement, specifically those pleaded in paragraph 19 above.

Particulars

CONTRACT

Forum Group subscribes to LeadManager

- 24 On or about 7 July 2016, the Forum Group entered into a subscription agreement with BCI Media Group to use LeadManager (**Forum Group Subscription Agreement**).

Particulars

- 25 The Forum Group Subscription Agreement was for a term of two years and contained the terms of the LeadManager Subscription Agreement pleaded in paragraph 19 above (other than the terms pleaded in paragraph 19(f) and (k) above).

Particulars

- 26 In or around July 2016, BCI Media Group issued the Forum Group unique User Details.

Particulars

- 27 ~~From a date unknown to BCI Media Group~~ On or around 20 July 2016, RP Data obtained or received the User Details that BCI Media Group had provided to the Forum Group, without the knowledge or consent of BCI Media Group.

Particulars

The User Details obtained by RP Data were "Forum_amber" (subscriber ID: 21493012), as recorded in document titled 'Cordell Comparison Instructions 3'.

- 28 At all material times, throughout the term of the Forum Group Subscription Agreement, BCI Media Group continued to permit access to LeadManager by use of the User Details pursuant to the Forum Group Subscription Agreement.
- 29 At all material times, throughout the term of the Forum Group Subscription Agreement, Forum Group knew that RP Data was using its User Details to access LeadManager.

SkillTech subscribes to LeadManager

- 30 On or about 2 September 2017, SkillTech Consulting Pty Ltd (**SkillTech**) entered into a subscription agreement with BCI Media Group to use LeadManager (**SkillTech Subscription Agreement**).

Particulars

- 31 The SkillTech Subscription Agreement was for a term of two years and contained the terms of the LeadManager Subscription Agreement pleaded in paragraph 19 above.
- 32 On or around 29 September 2017, BCI Media Group issued SkillTech unique User Details.

Particulars

- 33 The User Details issued to SkillTech were “stc_graham” (subscriber ID: 206645005) and “stc_tanya” (subscriber ID: 206594005). On 3 October 2017, RP Data obtained or received the User Details that BCI Media Group had provided to Tanya George at the request of SkillTech, without the knowledge or consent of BCI Media Group.

Particulars

- 34 At all material times, throughout the term of the SkillTech Subscription Agreement, BCI Media Group continued to permit access to LeadManager by use of the User Details pursuant to the SkillTech Subscription Agreement.
- 35 At all material times, throughout the term of the SkillTech Subscription Agreement, SkillTech knew that RP Data was using its User Details to access LeadManager.

Gingold subscribes to LeadManager

- 36 On or about 11 and 12 September 2018:
- (a) the SkillTech Subscription Agreement was assigned by SkillTech to **Gingold Investments Pty Ltd (Gingold Subscription Agreement)**; and
 - (b) at the request of SkillTech, BCI Media Group gave effect to that assignment by transferring the SkillTech subscription to Gingold.
- 37 On 26 September 2018, Gingold and BCI Media Group agreed to renew the Gingold Subscription Agreement.

Particulars

37A On or around 26 September 2018, BCI Media Group issued Gingold unique User Details.

Particulars

38 On 26 September 2018, RP Data obtained or received the User Details that BCI Media Group had provided to Tanya George at the request of Gingold, without the knowledge or consent of BCI Media Group.

Particulars

39 At all material times, throughout the term of the Gingold Subscription Agreement, the Gingold Subscription Agreement included the terms of the LeadManager Subscription Agreement pleaded in paragraph 19 above.

40 At all material times, throughout the term of the Gingold Subscription Agreement, BCI Media Group continued to permit access to LeadManager by use of the User Details pursuant to the Gingold Subscription Agreement.

41 At all material times, throughout the term of the Gingold Subscription Agreement, Gingold knew that RP Data was using its User Details to access LeadManager.

RP Data and Telus International and Artis Group accessed and copied information from LeadManager

Access to LeadManager by RP Data

41A Between July 2016 and 27 March 2020, RP Data used the User Details RP Data was provided by the Forum Group (in and after July 2016), SkillTech (after 3 October 2017) and Gingold (after 12 September 2018) to access LeadManager.

Particulars

41AARP Data also engaged in the conduct pleaded in paragraph 41A using software:

- (a) that was licensed by RP Data on or around 21 December 2018, 6 February 2019, 5 March 2019, 20 August 2019, 20 September 2019;
- (b) that is known as 'UiPath Orchestrator Server', 'UiPath Unattended Robot' and 'UiPath Studio Development' from a company named UiPath SRL;
- (c) that is a type of "web crawling" software;

- (d) to access and copy BCI Works and BCI Confidential Information from LeadManager, (the **Robotics Program**).

Access to LeadManager by Telus International

41B From at least 4 October 2017, Telus International was contracted by RP Data, through and along with another subsidiary of CoreLogic, Inc named CoreLogic Solutions, to:

- (a) access LeadManager using the User Details it was provided by RP Data;
- (b) copy information from LeadManager; and
- (c) provide the copied information from LeadManager to RP Data.

Particulars

41C From at least 4 October 2017 until on or around 29 March 2019, Telus International used User Details it was given by RP Data to access LeadManager pursuant to the contract pleaded in paragraph 41B above.

Particulars

Access to LeadManager by Artis Group

41D In or about September 2018, RP Data contracted the Artis Group to:

- (a) assist RP Data in setting up the Robotics Programs to access LeadManager using the User Details it was provided by RP Data;
- (b) access LeadManager using the User Details it was provided by RP Data;
- (c) copy information from LeadManager;
- (d) provide the copied information from LeadManager to RP Data.

Particulars

41E Between September 2018 and 27 March 2020, Artis Group used User Details it was provided by RP Data to access LeadManager in accordance with the contract pleaded in paragraph 41D above.

Particulars

Copying information from LeadManager

- 42 When RP Data accessed LeadManager as pleaded in paragraph 41A, above, it downloaded, captured screenshots and copied information from LeadManager in respect of projects published on LeadManager into:
- (a) documents saved onto a shared network drive controlled by RP Data and accessible to employees of RP Data and Cordell; and
 - (b) emails sent between RP Data and Cordell employees.

Particulars

- 42A When Telus International accessed LeadManager as pleaded in paragraph 41C above it downloaded and copied information from LeadManager in respect of projects published on LeadManager into:
- (a) documents including excel spreadsheets saved onto a shared network drive controlled by RP Data and accessible to employees of RP Data and Cordell; and
 - (b) emails sent to RP Data employees.

Particulars

- 42B When Artis Group accessed LeadManager as pleaded in paragraphs 41E above it downloaded and copied information from LeadManager in respect of projects published on LeadManager into:
- (a) documents including excel spreadsheets saved onto a shared network drive controlled by RP Data and accessible to employees of RP Data and Cordell; and
 - (b) emails sent to RP Data employees.

Particulars

42C RP Data used the information copied from LeadManager as pleaded in paragraphs 42 to 42B above to create documents which compared information from LeadManager to information from Cordell Connect (hereafter referred to as **Comparative Documents**).

Particulars

Use of Comparative Documents created from LeadManager information

43 It is to be inferred that RP Data used the information copied from LeadManager (as pleaded in paragraphs above 42 to 42B above) and the Comparative Documents (as pleaded in paragraph 42C above) to improve Cordell Connect by:

- (a) identifying gaps in the information on Cordell Connect; and
- (b) using information copied from LeadManager to fill those gaps-,

by reason of the emails sent between the following directors and employees of RP Data and Cordell in respect of identification and filling of gaps in Cordell Connect:

- (c) RP Data employees: Ellena Bianco, Simba Nikurawu, Pauline Jones, Ashley Anderson, Duane Kaak, Matt Claffey, Andrew Muir, Robert Castorina, Bruce Landow, Graeme Hiku, Kellie Sandher, Loren Wakeley, Sarah Edwards, Bradley Walker, Jane Rous, Alexandra Bolles, Sadia Rahman, Ben Slawitschka, Carly Joyce, Ciaron Fitzpatrick, Peter Fatouros, Marco Montenero, Shayla Cesarec, Peter Bromley, Dustin Irwin, James Vaughan, Ryan Dinsdale, Chris Gundy, Michelle Murphy.
- (d) Cordell employees: Anthony Murton and Ron Weil.
- (e) Directors of RP Data and Cordell: Lisa Claes and Lisa Jennings.

43A(4) ~~From February 2018~~ at least 2 December 2016, RP Data created a process whereby employees of RP Data and Cordell could request Comparative Documents to be generated by employees of RP Data for presentation to customers or prospective customers of BCI Media Group.

Particulars

43B(ii) From about February ~~2018-2017~~, employees of RP Data and Cordell requested and were provided Comparative Documents pursuant to the process pleaded in paragraph 43A(i) above.

Particulars

43C(iii) From ~~April 2018~~ March 2017, employees of RP Data and Cordell were provided Comparative Documents and directed by RP Data to present them to customers and prospective customers of BCI Media Group.

Particulars

43D(iv) It is to be inferred from what is pleaded in paragraphs 43A to 43C above, that F from at least ~~11 May 2017~~ July 2016, employees of RP Data and Cordell:

- (a) presented the information in the Comparative Documents; and
 - (b) sent emails containing information from the Comparative Documents,
- to customers or prospective customers of BCI Media Group.

Particulars

43E(v) It is to be inferred that B by presenting the information in the Comparative Documents to customers and prospective customers, RP Data and Cordell induced customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager, by reason of:

- (a) the matters pleaded in paragraphs 43 to 43D and 50, and the particulars thereto;
- (b) LeadManager and Cordell Connect are direct competitors, with no other significant competitors, such that customers and prospective customers of one are also customers or prospective customers of the other;
- (c) customers as known to BCI Media Group in Confidential Annexure A ceased being customers of BCI Media Group (some of whom subscribed to Cordell Connect), customers as known to BCI Media Group in Confidential Annexure B were provided a discount by BCI Media Group and customers as known to BCI Media Group in Confidential Annexure C did not subscribe to LeadManager or subscribed to Cordell Connect [as pleaded and particularised in paragraphs 43F and 43G of the ASOC];

- (d) the reduction in churn and increase in revenue growth of RP Data and Cordell since they accessed LeadManager in 2016;
- (e) the decrease in revenue growth of BCI Media Group since RP Data and Cordell accessed LeadManager in 2016.

Particulars

43F(vi) ~~The conduct~~ It is to be inferred that the inducement pleaded in paragraph 43E(v) above caused:

- (a) customers of BCI Media Group to:
 - (i) cease subscribing to LeadManager;
 - (ii) require BCI Media Group to apply a discount to their subscription fee; and
- (b) prospective customers of BCI Media Group to not subscribe to LeadManager,

by reason of:

- (c) the matters pleaded in paragraphs 43 to 43E and 50, and the particulars thereto;
- (d) LeadManager and Cordell Connect are direct competitors, with no other significant competitors, such that customers and prospective customers of one are also customers or prospective customers of the other;
- (e) customers as known to BCI Media Group in Confidential Annexure A ceased being customers of BCI Media Group (some of whom subscribed to Cordell Connect), customers as known to BCI Media Group in Confidential Annexure B were provided a discount by BCI Media Group and customers as known to BCI Media Group in Confidential Annexure C did not subscribe to LeadManager or subscribed to Cordell Connect;
- (f) the reduction in churn and increase in revenue growth of RP Data and Cordell since they accessed LeadManager in 2016; and
- (g) the decrease in revenue growth of BCI Media Group since RP Data and Cordell accessed LeadManager in 2016.

Particulars

43G(vii) The conduct It is to be inferred that the inducement pleaded in paragraph 43E(v) above caused:

- (a) customers; and
- (b) prospective customers,

to enter into subscription agreements with RP Data or Cordell, by reason of:

- (c) the matters pleaded in paragraphs 43 to 43E and 50, and the particulars thereto;
- (d) customers as known to BCI Media Group listed in Confidential Annexures A and C entered into subscription agreements with RP Data or Cordell;
- (e) LeadManager and Cordell Connect are direct competitors, with no other significant competitors, such that customers and prospective customers of one are also customers or prospective customers of the other;
- (f) the reduction in churn and increase in revenue growth of RP Data and Cordell since they accessed LeadManager in 2016;
- (g) the decrease in revenue growth of BCI Media Group since RP Data and Cordell accessed LeadManager in 2016.

Particulars

43HAThe knowledge of RP Data in respect of the activities of RP Data and Cordell pleaded in paragraphs 24 to 43G(vii) above:

- (a) is to be inferred from the fact the acts were carried out by the employees and directors of RP Data as pleaded and particularised in paragraphs 24 to 43G(vii) above; and further or alternatively,

- (b) arises from:
- (i) emails, reports and presentations received and sent by directors of RP Data, being Lisa Jennings, Lisa Claes, Scott Osmond McLachlan and Jim Louis Balas, which gave them knowledge of the activities; and
 - (ii) the communication of approval to RP Data, orally and in writing, to engage in the activities, by directors of RP Data, being Lisa Jennings, Lisa Claes and Scott Osmond McLachlan.

Particulars

CoreLogic Australia and Cordell knew and were involved in the conduct of RP Data

43IB CoreLogic Australia had knowledge of, approved and encouraged RP Data in the activities pleaded in paragraphs 24 to 43G(vii) above by reason of:

- (a) emails, reports and presentations received by directors of CoreLogic Australia, being Lisa Jennings, Lisa Claes, Scott Osmond McLachlan and Jim Louis Balas, which gave them knowledge of the activities:
- (b) the communication of approval to RP Data, orally and in writing, to engage in the activities, by directors of CoreLogic Australia, being Lisa Jennings, Lisa Claes and Scott Osmond McLachlan;
- (c) reports and commercial justifications of the activities provided by a director of CoreLogic Australia, being Lisa Jennings, which encouraged RP Data to engage in those actions; and
- (d) the emails and documents created by RP Data, and the Comparison Documents, in the course of its activities pleaded in paragraphs 24 to 43G(vii) above which were stored in an information management system shared by RP Data, CoreLogic Australia and Cordell which was accessible to and used by directors common to them and employees whom they jointly controlled.

Particulars

43JG The knowledge of Cordell in the activities of RP Data and Cordell pleaded in paragraphs 24 to 43G(vii):

- (a) is to be inferred from the fact the acts were carried out by the employees of Cordell (Anthony Murton and Ron Weil) as pleaded and particularised in paragraphs 42JG to 43G(vii) above; and further or alternatively,
- (b) emails, reports and presentations received by:
 - (i) directors of Cordell, being Lisa Jennings, Lisa Claes, Scott Osmund McLachlan and Jim Louis Balas; and
 - (ii) employees of Cordell, Anthony Murton and Ron Weil,
 which gave them knowledge of the activities;
- (c) is to be inferred from the fact that all of the emails and documents created by RP Data, and the Comparison Documents, in the course of its activities pleaded in paragraphs 24 to 43G(vii) above which were stored in an information management system shared by RP Data, CoreLogic Australia and Cordell which was accessible to and used by directors common to them and employees whom they jointly controlled.

Particulars

CoreLogic, Inc authorised the conduct of RP Data

44 Employees of CoreLogic, Inc knew that LeadManager was being accessed by RP Data using subscriptions obtained from third parties (the Forum Group, SkillTech and Gingold), without the knowledge or consent of BCI Media Group, based on reports of the Robotics Program produced by RP Data and provided to CoreLogic, Inc.

Particulars

44A Employees of CoreLogic, Inc knew that Telus International had been engaged and was doing the acts pleaded in paragraphs 41B, 41C and 42A above.

Particulars

- 45 An executives of CoreLogic, Inc, Jim Louis Balas (Chief Financial Officer):
- (a) was a director of CoreLogic Australia, RP Data and Cordell at the relevant times; and
 - (b) knew, by reason of presentations made to him in or about June to August 2018, that RP Data was accessing and copying information from LeadManager by the Robotics Program and using subscriptions obtained from third parties (the Forum Group, SkillTech and Gingold), without the knowledge or consent of BCI Media Group.

Particulars

- 46 CoreLogic, Inc gave approval for the use of the Robotics Program by RP Data to access and copy information from LeadManager.

Particulars

- 47 CoreLogic, Inc knew that the Robotics Program was being used to access and copy information from LeadManager based on reports of the activity produced by RP Data and provided to CoreLogic, Inc.

Particulars

- 48 CoreLogic, Inc knew or was recklessly indifferent to the fact that the Robotics Program was used by RP Data to access and copy information from LeadManager using user details obtained by third parties (the Forum Group, SkillTech and Gingold) from BCI Media Group to conceal from BCI Media Group that it was RP Data accessing and copying information from LeadManager.

Particulars

- 49 By reason of the matters pleaded in paragraphs 8 to 10 and 44 to 48 above, the conduct by RP Data pleaded in paragraphs 41A to 43G(vii) above was authorised, directed, procured or sanctioned by CoreLogic, Inc.

Concealment by RP Data of its activities

- 50 RP Data sought to conceal the fact that its Comparative Documents contained BCI Works and BCI Confidential Information.

Particulars

BREACH OF CONTRACT

51 In and after July 2016, the Forum Group breached the Forum Group Subscription Agreement by:

- (a) providing its User Details to RP Data (cl 2.3 and 3.2 of the Forum Group Subscription Agreement);
- (b) allowing RP Data to use their User Details without BCI Media Group's consent (cl 2.3 of the Forum Group Subscription Agreement; cl 2.1(a) of Fair Usage Policy);
- (c) allowing RP Data to use their User Details for the needs of RP Data (cl 4.1 of the Forum Group Subscription Agreement); and
- (d) allowing RP Data to use their User Details to access and copy information from LeadManager manually and by using computer programming routines (cl 2.3, 3.1, 4.1 and 5.1 of the Forum Group Subscription Agreement; cl 2.1(a) of Fair Usage Policy).

Particulars

52 On and after 3 October 2017, SkillTech breached the SkillTech Subscription Agreement by:

- (a) providing its User Details to RP Data (cl 2.3 and 3.2 of the SkillTech Subscription Agreement);
- (b) allowing RP Data to use their User Details without BCI Media Group's consent (cl 3.3 of the SkillTech Subscription Agreement; cl 2.1(a) of Fair Usage Policy);
- (c) allowing RP Data to use their User Details for the needs of RP Data (cl 4 of the SkillTech Subscription Agreement); and
- (d) allowing RP Data to use their User Details to access and copy information from LeadManager manually and by using computer programming routines (cl 3.1, 3.3, 4.1 and 5.1 of the SkillTech Subscription Agreement; cl 2.1(a) of Fair Usage Policy).

- 53 On and after 12 September 2018, Gingold breached the Gingold Subscription Agreement by:
- (a) providing its User Details to RP Data (cl 2.3 and 3.2 of the Gingold Subscription Agreement);
 - (b) allowing RP Data to use their User Details without BCI Media Group's consent (cl 3.3 of the Gingold Subscription Agreement; cl 2.1(a) of Fair Usage Policy);
 - (c) allowing RP Data to use their User Details for the needs of RP Data (cl 4.1 of the Gingold Subscription Agreement); and
 - (d) allowing RP Data to use their User Details to access and copy information from LeadManager manually and by using computer programming routines or web-scraping software (cl 3.1, 3.3, 4.1 and 5.1 of the Gingold Subscription Agreement; cl 2.1(a) of Fair Usage Policy).

RP Data induced or procured those breaches of contract

- 54 RP Data:
- (a) induced or procured the breaches of contract by the Forum Group (pleaded in paragraph 51 above), SkillTech (pleaded in paragraph 52(d) above) and Gingold (pleaded in paragraph 53 above); or
 - (b) interfered with the contractual relations between, on the one hand, the Forum Group, SkillTech and Gingold, and, on the other hand, BCI Media Group,
- by:
- (c) requesting the Forum Group, SkillTech and Gingold to:
 - (i) obtain User Details from BCI Media Group by entering into LeadManager Subscription Agreements with BCI Media Group; and
 - (ii) arrange for those User Details to be provided to RP Data;
 - (d) using the User Details of the Forum Group, SkillTech and Gingold – without BCI Media's consent – to access and copy information from LeadManager manually and by using computer programming routines or web-scraping software (the Robotics Program);

- (e) knowing that subparagraphs (c) and (d) above would be a breach of the Forum Group Subscription Agreement, the SkillTech Subscription Agreement and the Gingold Subscription Agreement;
- (f) representing to the Forum Group, SkillTech and Gingold that they would be reimbursed for the subscription fee(s) they paid to BCI Media Group; and
- (g) arranging for the Forum Group, SkillTech and Gingold to be reimbursed for the subscription fee(s) they paid to BCI Media Group.

Particulars

Loss or damage caused to BCI Media Group by breaches of contract

55 But for the breaches of contract by the Forum Group, SkillTech and Gingold induced by RP Data as pleaded in paragraph 54 above:

- (a) RP Data would not have obtained access to the information in LeadManager;
- (b) RP Data would not have accessed and used information from LeadManager (as pleaded in paragraphs 41A to 42C above) to:
 - (i) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (ii) create Comparative Documents;
- (c) RP Data and Cordell would not have:
 - (i) presented Comparative Documents to customers or prospective customers of BCI Media Group (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
 - (ii) induced customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above);
- (d) customers of BCI Media Group would have (as pleaded in paragraph 43F(vi)(a) above):
 - (i) continued subscribing to LeadManager rather than ceasing to subscribe; or
 - (ii) subscribed to LeadManager without requiring a discount on the subscription fee;

- (e) prospective customers of BCI Media Group would have (as pleaded in paragraph 43E(vi)(b) above) commenced subscribing to LeadManager.

55A In the premises of paragraph 55, BCI Media Group has suffered loss and damage, being lost subscription fee revenue from the customers and prospective customers pleaded in paragraph 43E(vi) above and future loss of profits.

Particulars

55B Further or in the alternative, in the premises of paragraph 55, BCI Media Group has suffered loss and damage, being damages in an amount to be determined by the Court reflecting a reasonable royalty or licence fee, or alternatively, based on the user principle.

COPYRIGHT INFRINGEMENT

Subsistence and ownership of copyright

56 At all material times the following works were used in the operation of LeadManager (**BCI Works**):

- (a) individual reports which are titled "Project Reports" and have specific identification numbers relating to specific building and construction projects in Australia (**Project Reports**);
- (b) a compilation of information relating to specific building and construction projects in Australia, expressed in words, figures and symbols, which were selected and arranged, by reference to columns dealing with: "*Project name*", "*Project type*", "*Address*", "*Value of project (AUD\$)*", "*Project Stage*", "*Firm name/Contact details*", "*Status*", "*Construction start/end date*", "*Green star rating*", "*DA Number*", "*Town*", "*Council*", "*Floor area*", "*Site Area*", "*Storeys, Units*", "*Category*", "*Subcategory*", "*ProjectID*", "*Ownership type*", "*Development type*", "*Master Plan*", "*Map*" and "*Project Remarks*" (the **Project Information**); and
- (c) spreadsheets relating to specific building and construction projects in Australia (**Project Spreadsheets**).

- 57 BCI Media Group made Project Reports and uploaded them to LeadManager for access by subscribers.

Particulars

- 58 Further, or in the alternative, BCI Media Group compiled the Project Information and uploaded it to LeadManager for access by subscribers of LeadManager.

Particulars

- 59 Further, BCI Media Group made Project Spreadsheets available on LeadManager to subscribers, which contained the Project Reports, or further or alternatively, the Project Information in a predefined form for the records and fields relating to the specific Project Reports.

Particulars

- 60 Each of the BCI Works is a literary work within the meaning of section 10 of the *Copyright Act 1968* (Cth) (the **Act**).

- 61 Each of the BCI Works was original at the time it was created or made, in that it:

- (a) originated with its author, or authors, and was not merely copied from another work;
- (b) involved independent intellectual effort by its author, or authors; and
- (c) was an original expression of the information compiled by the author or authors, which was not otherwise publicly available in the form so expressed.

Particulars

- 62 Each author of the BCI Works was:

- (a) an employee of BCI Media Group; or
- (b) an employee of BCI Media Asia Philippines, Inc (**BCI Asia**),

working under a contract of service acting in pursuance of the terms of that employment at the time that the BCI Work was created.

Particulars

63 Further, or in the alternative, each author of the BCI Works was either:

(a) an employee of, BCI Media Group; or

(b) an employee of BCI Asia,

working under a written contract of service with each company which assigned the copyright in any of their creations to their employer on creation.

Particulars

64 Further, or in the alternative, at the time that the BCI Works were created, the contribution of one author could not be separated from the contribution of the other author, or authors, and therefore each of the BCI Works are works of joint authorship within the meaning of meaning of s 10 of the Act.

65 Each BCI Work:

(a) was first published in Australia; and

(b) the authors were qualified persons at the time of first publication,

within the meaning of s 32(2) of the Act.

Particulars

66 Further, or alternatively, each of the BCI Works was published by BCI Media Group:

(a) anonymously; and

(b) under the name of BCI Media Group,

thereby giving rise to the presumption in s 128 of the Act.

67 In the alternative, if any of the BCI Works were unpublished, the authors of those unpublished works were qualified persons:

(a) at the time when each work was made; or, alternatively

(b) for a substantial part of that period of making,

within the meaning of s 32(1) of the Act.

- 68 By reason of the matters referred to in paragraphs 60, 61 and 65, copyright subsists in the BCI Works within the meaning of s 32 of the Act.
- 69 By reason of paragraphs 62 and 63, copyright in the BCI Works created by employees of BCI Media Group vested in BCI Media Group.
- 70 By reason of the matters referred to in paragraphs 62 and 63, copyright in the BCI Works created by employees of BCI Asia vested in BCI Asia.
- 71 On around 8 May 2020, BCI Media Group and BCI Asia entered into a Confirmatory Intellectual Property Assignment Deed by reason of which:
- (a) all copyright owned by BCI Asia; and
 - (b) all rights of action and rights to relief past, present and future for copyright infringement of BCI Asia,
- were assigned to BCI Media Group.

Particulars

- 72 By reason of the matter referred to in paragraphs 68 to 71, copyright in BCI Works is owned by BCI Media Group and BCI Media Group is entitled to enforce the copyright in those works in Australia.

Infringement of Copyright

- 73 From time to time but at least between 7 July 2016 to 27 March 2020, RP Data:
- (a) conducted searches on LeadManager;
 - (b) copied Project Reports from LeadManager;
 - (c) copied Project Information from LeadManager;
 - (d) copied Project Spreadsheets from LeadManager;
 - (dd) copied Project Reports, Project Information and Project Spreadsheets into the Cordell Connect database;
 - (e) used Project Reports, Project Information and Project Spreadsheets to create Comparative Documents; and

- (f) used Project Reports, Project Information, Project Spreadsheets and Comparative Documents in its communications with customers and prospective customers, as pleaded in paragraphs 41A to 43D~~(iv)~~ above.

73A From at least between July 2017 to 27 March 2020, Telus International:

- (a) conducted searches on LeadManager;
- (b) copied Project Reports from LeadManager;
- (c) copied Project Information from LeadManager;
- (d) copied Project Spreadsheets from LeadManager;
- (e) used Project Reports, Project Information and Project Spreadsheets to create Comparative Documents;
- (f) provided Project Reports, Project Information, Project Spreadsheets and Comparative Documents to RP Data,

as pleaded in paragraphs 41C and 42A above.

73B From at least between September 2018 to 27 March 2020, Artis Group:

- (a) conducted searches on LeadManager;
- (b) copied Project Reports from LeadManager;
- (c) copied Project Information from LeadManager;
- (d) copied Project Spreadsheets from LeadManager;
- (e) used Project Reports, Project Information and Project Spreadsheets to create Comparative Documents;
- (f) set up and operated the Robotics Program to perform some of the conduct in subparagraphs (a)-(e) above; and
- (g) provided Project Reports, Project Information, Project Spreadsheets and Comparative Documents to RP Data,

as pleaded in paragraphs 41E and 42B above.

- 74 By the conduct pleaded in paragraph 73 above, RP Data:
- (a) reproduced on its computers and storage devices the Project Reports, Project Information and Project Spreadsheets;
 - (aa) reproduced on the Cordell Connect database the Project Reports, Project Information and Project Spreadsheets;
 - (b) made adaptations on its computers and storage devices in the form of the Comparative Documents; and
 - (c) published the Comparative Documents to customers and prospective customers.

Particulars

- 74A By the conduct pleaded in paragraph 73A above, Telus International:
- (a) reproduced on its and RP Data's computers and storage devices Project Reports, Project Information and Project Spreadsheets;
 - (b) made adaptations on its and RP Data's computers and storage devices in the form of Comparative Documents; and
 - (c) provided Project Reports, Project Information, Project Spreadsheets and Comparative Documents to RP Data.

Particulars

- 74B By the conduct pleaded in paragraph 73B above, Artis Group:
- (a) reproduced on its and RP Data's computers and storage devices Project Reports, Project Information and Project Spreadsheets;
 - (b) made adaptations on its and RP Data's computers and storage devices in the form of Comparative Documents;
 - (c) provided Project Reports, Project Information, Project Spreadsheets and Comparative Documents to RP Data;

Particulars

75 By reason of the matters pleaded in paragraphs 73 and 74 above, since at least July 2016, RP Data has:

- (a) reproduced;
- (b) published;
- (c) made an adaptation of; and
- (d) made available online or electronically transmitted, and thereby communicated to the public in Australia,

the whole or a substantial part of the BCI Works.

Particulars

75A By reason of the matters pleaded in paragraphs 73A and 74A above, since at least July 2016, Telus International has:

- (a) reproduced;
- (b) published;
- (c) made an adaptation of; and
- (d) made available online or electronically transmitted, and thereby communicated to the public in Australia,

the whole or a substantial part of the BCI Works.

Particulars

75B By reason of the matters pleaded in paragraphs 73B and 74B above, since at least September 2018, Artis Group has:

- (a) reproduced;
- (b) published;
- (c) made an adaptation of; and
- (d) made available online or electronically transmitted, and thereby communicated to the public in Australia,

the whole or a substantial part of the BCI Works.

Particulars

76 The acts pleaded in paragraphs 73 to 75B above were done without the licence or authority of BCI Media Group.

77 In the premises, RP Data has, within the meaning of s 36 of the Act, infringed the copyright in the BCI Works.

77A In the premises, each of Telus International and Artis Group has, within the meaning of s 36 of the Act, infringed the Copyright in the BCI Works.

77B Further or alternatively, RP Data and Cordell were in a common design with each other, being concerted action or agreed common action, taking the form as far as BCI Media Group is aware of a tacit agreement, with the common intention to perform the following acts:

- (a) RP Data would procure (and did procure) third parties the Forum Group, SkillTech and Gingold:
 - (i) to obtain User Details from BCI Media Group by those third parties entering into LeadManager Subscription Agreements with BCI Media Group; and
 - (ii) provide those User Details to RP Data;
- (b) RP Data would use (and did use) those User Details (itself, by the Robotics Program and through its contracts with Telus International and the Artis Group) to access and copy the BCI Works from LeadManager;

- (c) the BCI Works obtained from LeadManager would be used and were used by RP Data and Cordell to:
- (i) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (ii) create and present Comparative Documents to customers or prospective customers of BCI Media Group (as pleaded in paragraphs 43A(i) to 43D(iv) above;
 - (iii) induce customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager; and
 - (iv) procure financial benefits for RP Data and Cordell as the operators of Cordell Connect (as pleaded in paragraph 43G(vii) above),

and thereby carry out the acts pleaded in paragraphs 73(dd), 74(aa), 75, 76 and 77 above, which agreed common intention is to be inferred from:

- (d) the acts of RP Data and Cordell as pleaded in paragraphs 24 to 43G(vii) above; and
- (e) the knowledge of RP Data and Cordell as pleaded in paragraphs 3 to 4, 6 to 7, 21 to 23, 43HA and 43JG above.

Particulars

78 Further or alternatively, in respect of the acts of infringement pleaded at paragraphs 73A to 73B, 74A to 74B, 75A to 75B, 76 and 77A above by:

- (a) Telus International; and
- (b) Artis Group,

RP Data:

- (c) had the power to prevent the acts;
- (d) had a relationship with the person or persons who did the acts concerned;
- (e) otherwise took no reasonable steps to prevent or avoid the doing of the acts,

and thereby authorised the acts of infringement within the meaning of ss 36(1) and 36(1A) of the Act.

Particulars

79 Further or alternatively, in respect of the acts of infringement by RP Data pleaded at paragraphs 73 to 77 above, CoreLogic Australia and CoreLogic, Inc:

- (a) had the power to prevent the acts;
- (b) had a relationship with the person or persons who did the acts concerned;
- (c) otherwise took no reasonable steps to prevent or avoid the doing of the acts,

and thereby authorised the acts of infringement within the meaning of ss 36(1) and 36(1A) of the Act by reason of the matters pleaded in paragraphs 2 to 10, 21 to 23, 43B and 44 to 48 above.

79A Further or alternatively, in respect of the acts of infringement by RP Data pleaded at paragraphs 73(dd), 74(aa), 75, 76 and 77 above, Cordell:

- (a) had the power to prevent the acts;
- (b) had a relationship with the person or persons who did the acts concerned;
- (c) otherwise took no reasonable steps to prevent or avoid the doing of the acts,

and thereby authorised the acts of infringement within the meaning of ss 36(1) and 36(1A) of the Act by reason of the matters pleaded in paragraphs 3 to 4, 21 to 23, 6 to 7 and 43JG above.

80 [Not used]

81 [Not used]

Loss or damage caused to BCI Media Group, and profits obtained by RP Data and CoreLogic, Inc, by copyright infringement

82 But for the copyright infringements by RP Data, Telus International, Artis Group and Cordell, and the authorisation of those infringements by RP Data, CoreLogic Australia, Cordell and CoreLogic, Inc as pleaded in paragraphs 73 to 79A above:

- (a) RP Data would not have accessed and copied the Project Reports, Project Spreadsheets and Project Information from LeadManager;
- (b) RP Data would not have used Project Reports, Project Spreadsheets and Project Information from LeadManager to:
 - (i) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (ii) create Comparative Documents,
- (c) RP Data and Cordell would not have:
 - (i) presented the Comparative Documents to customers or prospective customers of BCI Media Group (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
 - (ii) induced customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above);
- (d) customers of BCI Media Group would have (as pleaded in paragraph 43F(vi)(a) above):
 - (i) continued subscribing to LeadManager rather than ceasing to subscribe; or
 - (ii) subscribed to LeadManager without requiring a discount on the subscription fee;
- (e) prospective customers of BCI Media Group would have (as pleaded in paragraph 43F(vi)(b) above) commenced subscribing to LeadManager.

82A In the premises of paragraph 82, the copyright infringements pleaded in paragraphs 73 to 79A have caused BCI Media Group to suffer loss and damage, being lost subscription fee revenue from the customers and prospective customers pleaded in paragraphs 43F(vi) above and future loss of profits.

Particulars

82B Further or in the alternative, in the premises of paragraph 82, BCI Media Group has suffered loss and damage, being damages in an amount to be determined by the Court reflecting a reasonable royalty or licence fee, or alternatively, based on the user principle.

82C Further, but for the copyright infringements by RP Data, Telus International, Artis Group and Cordell, and the authorisation of those infringements by RP Data and CoreLogic, Inc as pleaded in paragraphs 73 to 79A above:

- (a) RP Data would not have accessed and copied the Project Reports, Project Spreadsheets and Project Information from LeadManager;
- (b) RP Data would not have used Project Reports, Project Spreadsheets and Project Information from LeadManager to:
 - (i) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (ii) create Comparative Documents;
- (c) RP Data and Cordell would not have:
 - (i) presented the Comparative Documents to customers or prospective customers of BCI Media Group (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
 - (ii) induced customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above);
- (d) customers would not have been induced to enter into a subscription agreement with RP Data or Cordell (as pleaded in paragraph 43G(vii) above);
- (e) RP Data would have had to undertake research at an additional cost to RP Data to make such improvements to Cordell Connect and attract customers to Cordell Connect, which it did not have to do based on having access to the information in LeadManager and using it to create the Comparative Documents.

82D In the premises of paragraph 82C, the copyright infringements pleaded in paragraphs 73 to 79A above have enlarged the profits of RP Data and Cordell in that:

- (a) the reproductions of the Project Reports, Project Information and Project Spreadsheets were used by RP Data to improve Cordell Connect (as pleaded in paragraph 43 above) thereby:
 - (i) saving RP Data costs which they would have otherwise had to incur to make such improvements without having access to LeadManager; and

- (ii) increasing the capital value of the Cordell Connect product as an asset;
- (b) the revenue of RP Data and Cordell has been increased by RP Data and Cordell presenting Comparative Documents to customers and prospective customers of BCI Media (pleaded in paragraphs 43A(i) to 43D(iv) above) which:
 - (i) induced those customers to believe that the information in Cordell Connect was more comprehensive and more accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above);
 - (ii) thereby induced those customers to enter into a subscription agreement with RP Data or Cordell (as pleaded in paragraph 43G(vii) above); and
 - (iii) saved RP Data costs it would have otherwise had to incur to attract those customers;

Particulars

82E Further, in the premises of paragraph 82C above, CoreLogic, Inc's authorisation of the copyright infringements pleaded in paragraph 79 above have enlarged the profits of CoreLogic, Inc, in that CoreLogic, Inc financially benefitted from:

- (a) the increased revenue of RP Data and/or Cordell referred to in paragraph 82D above;
- (b) the reduced operational costs of RP Data referred to in paragraph 82D above, as RP Data and Cordell's ultimate parent company.

Particulars

BREACH OF CONFIDENCE

- 83 At all material times, subscribers to LeadManager were:
- (a) provided User Details for the sole purpose of enabling them to access LeadManager during the period of subscription; and
 - (b) required to keep their User Details confidential.

Particulars

- 84 The information in the User Details was not in the public domain.
- 85 The User Details had the necessary quality of confidence by reason of:
- (a) the matters pleaded in paragraph 84 above;
 - (b) the circumstances pleaded above in which the User Details were provided to persons or entities who entered into a LeadManager Subscription Agreement with BCI Media Group;
 - (c) their nature in fulfilling that role, which would be defeated if the User Details were not kept confidential; and
 - (d) their nature in protecting and limiting access to LeadManager to persons or entities who entered into a LeadManager Subscription Agreement with BCI Media Group.
- 86 Further, the following combination of information relating to specific building and construction projects in Australia on LeadManager (**Confidential Project Information**):
- (a) Company details (company name, contract first/last name, address);
 - (b) Company role (Architect, Designer, Developer, Property Manager, Engineer);
 - (c) Project Details (Project category / subcategory);
 - (d) Main contractor information (appointed, appointment method, listed, contract type);
 - (e) Region;
 - (f) Company Tender Status (winning tenders, undecided tenders, lost tenders),

was:

- (g) information collated by BCI Media Group and BCI Asia's employees while carrying out their employment activities on behalf of BCI Media Group;
- (h) a combination of information not readily available outside LeadManager;
- (i) not in the public domain; and
- (j) only available to subscribers who accessed it pursuant to the terms of their LeadManager Subscription Agreements.

Particulars

87 By reason of the matters pleaded in paragraph 86 above, the Confidential Project Information was confidential to BCI Media Group.

88 The Confidential Project Information was observable in the Project Reports, Project Information and Project Spreadsheets.

Particulars

89 Further, the following information (**Confidential Featured Information**):

- (a) "Most active companies";
- (b) "Trending projects";
- (c) "Latest projects"; and
- (d) "Subscription Reports",

was:

- (e) information collated by BCI Media Group and BCI Asia's employees while carrying out their employment activities on behalf of BCI Media Group;
- (f) a combination of information not readily available outside LeadManager;
- (g) not in the public domain; and
- (h) only available to subscribers who accessed it pursuant to the terms of their LeadManager Subscription Agreements.

Particulars

- 90 By reason of the matters pleaded in paragraph 89 above, the Confidential Featured Information was confidential to BCI Media Group.
- 91 The information in the Confidential Featured Information was not publicly available.
- 92 The Confidential Project Information and Confidential Featured Information had the necessary quality of confidence, by reason of:
- (a) its nature and the skill and effort involved in its collection and creation;
 - (b) it was not common or public knowledge; and
 - (c) the User Details sought to protect and limit access to the Confidential Project Information and Confidential Featured Information on LeadManager to persons or entities who entered into a LeadManager Subscription Agreement with BCI Media Group.
- 93 The User Details, Confidential Project Information and Confidential Featured Information (collectively, the **BCI Confidential Information**) was commercially valuable and confidential to BCI Media Group.
- 94 Access to the BCI Confidential Information is and was restricted to BCI Media Group employees who required access to be able to perform their duties, and to subscribers who entered into a LeadManager Subscription Agreement with BCI Media Group.
- 95 At all material times from May 2016:
- (a) access to the BCI Confidential Information was provided to the Forum Group, SkillTech and Gingold subject to:
 - (i) them, and only them, using the User Details provided to them;
 - (ii) them keeping their User Details confidential; and
 - (iii) them not providing their User Details to anyone else;
 - (b) CoreLogic Australia, RP Data and Cordell knew that the BCI Confidential Information could not be used by CoreLogic Australia, RP Data and Cordell without the prior consent of BCI Media Group.

Particulars

- 96 By reason of the matters referred to in paragraphs 83 to 95 above, each of:
- (a) the Forum Group, SkillTech and Gingold and, further or in the alternative;
 - (b) CoreLogic Australia, RP Data and Cordell,
- came under a duty of trust and confidence towards BCI Media Group in respect of the use of BCI Confidential Information.
- 97 The Forum Group, SkillTech and Gingold breached their duty of confidence to BCI Media Group by:
- (a) providing their (the Forum Group, SkillTech and Gingold, respectively) User Details to RP Data; and
 - (b) allowing RP Data to access and copy BCI Confidential Information using the User Details provided to them (the Forum Group, SkillTech and Gingold, respectively) by BCI Media Group.
- 98 RP Data was knowingly involved in, or provided knowing assistance in relation to, those breaches of confidence and are thereby liable for them in circumstances where:
- (a) it knew that Forum Group, SkillTech and Gingold had a duty of trust and confidence to BCI Media Group, particularly based on what is pleaded in paragraph 95;
 - (b) it agreed to and performed the following acts:
 - (i) RP Data would induce (and did induce) the Forum Group, SkillTech and Gingold into providing or allowing RP Data to use their User Details by:
 - (A) requesting the Forum Group, SkillTech and Gingold to:
 - i. obtain User Details from BCI Media Group by entering into a LeadManager Subscription Agreement with BCI Media Group; and
 - ii. provide those User Details to RP Data;
 - (B) representing to the Forum Group, SkillTech and Gingold that they would be reimbursed for the subscription fee(s) they paid to BCI Media Group;

- (C) arranging for the Forum Group, SkillTech and Gingold to be reimbursed the subscription fee(s) they paid to BCI Media Group;
- (ii) RP Data would be provided (and was provided) by the Forum Group, SkillTech and Gingold, and would use (and used), the User Details provided by BCI Media Group to the Forum Group, SkillTech and Gingold to:
 - (A) access LeadManager using the Forum Group, SkillTech and Gingold's confidential User Details;
 - (B) copy BCI Confidential Information on LeadManager using the Forum Group, SkillTech and Gingold's User Details; and
- (iii) the information and BCI Confidential Information obtained from LeadManager would be used (and was used) to:
 - (A) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (B) create and present Comparative Documents to customers or prospective customers of BCI Media Group and RP Data (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
 - (C) induce customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above).

Particulars

98A Further, or in the alternative, RP Data breached its duty of confidence pleaded in paragraph 96(b) above by:

- (a) using the User Details provided to it by the Forum Group, SkillTech and Gingold to access LeadManager and copy BCI Confidential Information on LeadManager;
- (b) using the information and BCI Information it obtained from LeadManager to:
 - (i) improve Cordell Connect (as pleaded in paragraph 43 above);

- (ii) create and present Comparative Documents to customers or prospective customers of BCI Media Group and RP Data (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
- (iii) induce customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above).

Loss or damage caused to BCI Media Group, and profits obtained by RP Data, by breach of confidence

99 But for the breaches of confidence by RP Data (as pleaded in paragraph 98A) and the Forum Group, SkillTech and Gingold that RP Data was knowingly involved in, or provided knowing assistance in relation to (as pleaded in paragraph 98):

- (a) RP Data would not have obtained access to the BCI Confidential Information;
- (b) RP Data would not have used BCI Confidential Information (as pleaded in paragraph 98 above) to:
 - (i) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (ii) create Comparative Documents;
- (c) RP Data and Cordell would not have:
 - (i) presented the Comparative Documents to customers or prospective customers of BCI Media Group (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
 - (ii) induced customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above);
- (d) customers of BCI Media Group would have (as pleaded in paragraph 43E(vi)(a) above):
 - (i) continued subscribing to LeadManager rather than ceasing to subscribe; or
 - (ii) subscribed to LeadManager without requiring a discount on the subscription fee;

- (e) prospective customers of BCI Media Group would have (as pleaded in paragraph 43E(vi)(b) above) commenced subscribing to LeadManager.

99A In the premises of paragraph 99 above, the breaches of confidence by RP Data (as pleaded in paragraph 98A) and the Forum Group, SkillTech and Gingold that RP Data was knowingly involved in, or provided knowing assistance in relation to (as pleaded in paragraph 98 above), have caused BCI Media Group to suffer loss and damage, being lost subscription fee revenue from the customers and prospective customers pleaded in paragraph 43E(vi) above and future loss of profits.

Particulars

99B Further or in the alternative, in the premises of paragraph 99 above, BCI Media Group has suffered loss and damage, being damages in an amount to be determined by the Court reflecting a reasonable royalty or licence fee, or alternatively, based on the user principle.

99C Further, or in the alternative, but for the breaches of confidence by RP Data (as pleaded in paragraph 98A) and the Forum Group, SkillTech and Gingold that RP Data was knowingly involved in, or provided knowing assistance in relation to (as pleaded in paragraph 98):

- (a) RP Data would not have obtained access to the BCI Confidential Information;
- (b) RP Data would not have used BCI Confidential Information (as pleaded in paragraph 98 above) to:
 - (i) improve Cordell Connect (as pleaded in paragraph 43 above);
 - (ii) create Comparative Documents;
- (c) RP Data and Cordell would not have:
 - (i) presented the Comparative Documents to customers or prospective customers of BCI Media Group (as pleaded in paragraphs 43A(i) to 43D(iv) above); and
 - (ii) induced customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v) above);
- (d) customers would not have been induced to enter into a subscription agreement with RP Data or Cordell (as pleaded in paragraph 43G(vii) above);

- (e) RP Data would have had to undertake research at an additional cost to RP Data to make such improvements to Cordell Connect and attract customers to Cordell Connect, which it did not have to do based on having access to the information in LeadManager and using it to create the Comparative Documents.

99D In the premises of paragraph 99C above, the breaches of confidence pleaded that RP Data engaged in (as pleaded in paragraph 98A) or was knowingly involved in, or provided knowing assistance in relation to (as pleaded in paragraph 98 above) have enlarged the profits of RP Data and Cordell in that:

- (a) The reproductions of BCI Confidential Information in Cordell Connect have improved Cordell Connect (as pleaded in paragraph 43 above), thereby:
 - (i) saving RP Data and costs which they would have otherwise had to incur to make such improvements without having access to LeadManager; and
 - (ii) increasing the capital value of the Cordell Connect product as an asset;
- (b) the revenue of RP Data and Cordell has been increased by RP Data and Cordell presenting Comparative Documents containing BCI Confidential Information to customers and prospective customers of BCI Media (pleaded in paragraphs 43A~~(i)~~ to 43D~~(iv)~~ above) which:
 - (i) induced those customers to believe that the information in Cordell Connect was more comprehensive and more accurate than the information in LeadManager (as pleaded in paragraph 43E~~(v)~~-above);
 - (ii) thereby induced those customers to enter into a subscription agreement with RP Data or Cordell (as pleaded in paragraph 43G~~(vii)~~-above); and
 - (iii) saved RP Data costs it would have otherwise had to incur to attract those customers.

Particulars

MISLEADING OR DECEPTIVE CONDUCT

Representations and Conduct

Forum Group misleading conduct by subscribing to LeadManager in July 2016

100 Between 19 May 2016 and 7 July 2016, the Forum Group of companies represented to BCI Media Group that the Forum Group of companies wanted to access and use LeadManager for its construction businesses (**Forum Group Subscription Representations**).

Particulars

101 The Forum Group Subscription Representations were made in trade or commerce.

102 In reliance on the Forum Group Subscription Representations:

- (a) on 7 July 2016, BCI Media Group entered into the Forum Group Subscription Agreement;
- (b) in July 2016, BCI Media Group provided unique User Details to the Forum Group pursuant to the Forum Group Subscription Agreement; and
- (c) throughout the term of the Forum Group Subscription Agreement, BCI Media Group continued to provide access to LeadManager by the User Details it provided to the Forum Group.

103 The Forum Group Subscription Representations were false, misleading or deceptive in that:

- (a) the Forum Group did not want to obtain User Details for its own use;
- (b) the Forum Group wanted to obtain and did obtain User Details so that they could be provided to RP Data for use by RP Data; and
- (c) the Forum Group intended to provide and did provide its User Details to RP Data for use by RP Data.

103A By reason of the matters pleaded in paragraphs 100 to 103B above, the Forum Group engaged in misleading or deceptive conduct in contravention of section 18 of the *Australian Consumer Law (ACL)*.

104 Further or in the alternative the Forum Group knew that:

- (a) the Forum Group Subscription Agreement as offered by BCI Media Group to the Forum Group prohibited the Forum Group from providing its User Details to RP Data (cl 2.3, 3.3; cl 2.1(a) of Fair Usage Policy);
- (b) BCI Media Group would not have entered into the Forum Group Subscription Agreement or provided the User Details to the Forum Group if it had known that the Forum Group intended to provide its User Details to RP Data; and
- (c) BCI Media Group would not continue to permit the Forum Group User Details to be used to access LeadManager if it was aware they were being used by RP Data,

thereby creating a reasonable expectation that BCI Media Group would be informed if the User Details provided to the Forum Group:

- (d) were provided to RP Data; and
- (e) were being used by RP Data.

104A Contrary to the expectation referred to in paragraph 104, by reason of the matters in paragraphs 27 to 29 above, the Forum Group did not inform BCI Media Group, and concealed from BCI Media Group the fact, that:

- (a) the Forum Group had provided its User Details to RP Data;
- (b) RP Data was using the Forum Group User Details (as pleaded in paragraphs 41A to 43E~~(v)~~ above).

104B By reason of the matters pleaded in paragraphs 104 to 104A above, the Forum Group engaged in misleading or deceptive conduct in contravention of section 18 of the ACL.

RP Data involvement in misleading conduct by the Forum Group

104C RP Data:

- (a) knew (by reason of the matters pleaded in paragraph 23 above) that the terms of the LeadManager Subscription Agreement offered by BCI Media Group (as pleaded in paragraph 19 above) restricted the use of the User Details and prohibited its customers from allowing another person to use their subscription or User Details without BCI Media Group's consent (cl 2.3, 3.3; cl 2.1(a) of Fair Usage Policy);

- (b) requested the Forum Group to enter into a LeadManager Subscription Agreement with BCI Media Group and obtain User Details from BCI Media Group;
- (c) requested the Forum Group to provide those User Details to RP Data;
- (d) represented to the Forum Group that it would be reimbursed for the subscription fees it paid to BCI Media Group when entering into a LeadManager Subscription Agreement with BCI Media Group;
- (e) was provided by the Forum Group, and used, the User Details provided by BCI Media Group to the Forum Group as pleaded in paragraphs 41A to 43E(~~v~~) above;
- (f) reimbursed the Forum Group for subscription fees it paid to BCI Media Group; and
- (g) requested the Forum Group to conceal the fact that the Forum Group provided its User Details to RP Data and that RP Data was using the Forum Group's User Details (as pleaded in paragraphs 41A to 43E(~~v~~) above).

Particulars

104D By reason of the matters pleaded in paragraph 104C above, RP Data assisted and encouraged the Forum Group to:

- (a) enter into the Forum Group Subscription Agreement, which subscription which would be paid for by RP Data, in order to obtain the Forum Group User Details and provide them to RP Data for its use to gain access to LeadManager;
- (b) conceal from BCI Media Group that the User Details for LeadManager had been provided to and were being used by RP Data,

knowingly or recklessly indifferent as to the fact that,

- (c) the Forum Group Subscription Representations would be made to BCI Media Group when the Forum Group entered into the Forum Group Subscription Agreement and that they would be false, misleading or deceptive; and
- (d) BCI Media Group would be unaware that the Forum Group User Details were provided to and were being used by RP Data,

and thereby aided, abetted, counselled or procured the misleading or deceptive conduct by the Forum Group pleaded in paragraphs 100 to 104B above.

105 Further or in the alternative, by reason of the matters pleaded in paragraph 104C above, RP Data was implicated, involved in or had a practical connection with the Forum Group:

- (a) entering into the Forum Group Subscription Agreement, which subscription which would be paid for by RP Data, in order to obtain the Forum Group User Details and provide them to RP Data for its use to gain access to LeadManager;
- (b) concealing from BCI Media Group that the User Details for LeadManager had been provided to and were being used by RP Data,

knowingly or recklessly indifferent as to the fact that,

- (c) the Forum Group Subscription Representations would be made to BCI Media Group when the Forum Group entered into the Forum Group Subscription Agreement and that they would be false, misleading or deceptive; and
- (d) BCI Media Group would be unaware that the Forum Group User Details were provided to and were being used by RP Data,

and thereby was directly or indirectly knowingly concerned in, or a party to, the misleading or deceptive conduct by the Forum Group pleaded in paragraphs 100 to 104B above.

105A In the premises of paragraphs 104D and 105 above, RP Data was involved (within the meaning of “involved” in s 2 of the ACL) in the contravention of section 18 of the ACL by Forum Group in paragraphs 103B and 104B above.

Causation

106 BCI Media Group:

- (a) would not have entered into the Forum Subscription Agreement;
- (b) would not have provided User Details to the Forum Group;
- (bb) would not have allowed access to LeadManager;
- (c) would have directed the Forum Group to not allow its User Details to be used by RP Data pursuant to cl 2.3 of the Forum Group Subscription Agreement; or

(d) would have revoked the User Details it provided to the Forum Group,

if it had known that:

(e) the Forum Group Subscription Representations were false, misleading or deceptive as pleaded in paragraph 103 above;

(f) the Forum Group intended to provide its User Details to RP Data; or

(g) RP Data intended to use the Forum Group's User Details as pleaded in paragraphs 41A to 43E~~(v)~~ above.

106A BCI Media Group:

(h) would have directed the Forum Group to not allow its User Details to be used by RP Data, pursuant to cl 2.3 of the Forum Group Subscription Agreement;

(i) would have revoked the User Details it provided to the Forum Group;

(j) would not continue to permit the Forum Group User Details to be used to access LeadManager;

if it had known that the User Details provided to the Forum Group:

(k) were provided to RP Data; and

(l) were being used by RP Data as pleaded in paragraphs 41A to 43E~~(v)~~ above.

SkillTech misleading conduct by subscribing to LeadManager in September 2017

107 Between 8 August 2017 to 2 September 2017, SkillTech represented to BCI Media Group that SkillTech wanted to access and use LeadManager for its business (**SkillTech Subscription Representations**).

Particulars

108 The SkillTech Subscription Representations were made in trade or commerce.

109 In reliance on the SkillTech Subscription Representations:

(a) on 2 September 2017, BCI Media Group entered into the SkillTech Subscription Agreement;

- (b) on 29 September 2017, BCI Media Group provided unique User Details to SkillTech pursuant to the SkillTech Subscription Agreement; and
- (c) throughout the term of the SkillTech Subscription Agreement, BCI Media Group continued to provide access to LeadManager by the User Details it provided to SkillTech.

110 The SkillTech Subscription Representations were false, misleading or deceptive in that:

- (a) SkillTech did not want to obtain User Details for its own use;
- (b) SkillTech wanted to obtain and did obtain User Details so that they could be provided to RP Data for use by RP Data; and
- (c) SkillTech intended to provide and did provide its User Details to RP Data for use by RP Data.

110A In the premises of paragraphs 107 to 110 above, SkillTech engaged in misleading or deceptive conduct in contravention of section 18 of the ACL.

111 Further or in the alternative SkillTech knew that:

- (a) the SkillTech Subscription Agreement as offered by BCI Media Group to SkillTech prohibited SkillTech from providing its User Details to RP Data (cl 2.3, 3.3; cl 2.1(a) of Fair Usage Policy);
- (b) BCI Media Group would not have entered into the SkillTech Subscription Agreement or provided the User Details to SkillTech if it had known that SkillTech intended to provide its User Details to RP Data; and
- (c) BCI Media Group would not continue to permit the SkillTech User Details to be used to access LeadManager if it was aware they were being used by RP Data,

thereby creating a reasonable expectation that BCI Media Group would be informed if the User Details provided to SkillTech:

- (d) were provided to RP Data; and
- (e) were being used by RP Data.

111A Contrary to the expectation referred to in paragraph 111, by reason of the matters in paragraphs 33 to 35 above, SkillTech did not inform BCI Media Group, and concealed from BCI Media Group the fact, that:

- (a) SkillTech had provided its User Details to RP Data; and
- (b) RP Data was using the SkillTech User Details (as pleaded in paragraphs 41A to 43E(✓) above).

111B By reason of the matters pleaded in paragraphs 111 to 111A above, SkillTech engaged in misleading or deceptive conduct in contravention of section 18 of the ACL.

RP Data involvement in misleading conduct by SkillTech

111C RP Data:

- (a) knew (by reason of the matters pleaded in paragraph 23 above) that the terms of the LeadManager Subscription Agreement offered by BCI Media Group (as pleaded in paragraph 19 above) restricted the use of the User Details and prohibited its customers from allowing another person to use their subscription or User Details without BCI Media Group's consent (cl 2.3, 3.3; cl 2.1(a) of Fair Usage Policy);
- (b) requested SkillTech to enter into a LeadManager Subscription Agreement with BCI Media Group and obtain User Details from BCI Media Group;
- (c) requested SkillTech to provide those User Details to RP Data;
- (d) represented to SkillTech that it would be reimbursed for the subscription fees SkillTech paid to BCI Media Group when entering into a LeadManager Subscription Agreement with BCI Media Group;
- (e) was provided by SkillTech, and used, the User Details provided by BCI Media Group to SkillTech as pleaded in paragraphs 41A to 43E(✓) above;
- (f) reimbursed SkillTech for the subscription fees it paid to BCI Media Group; and
- (g) requested SkillTech to conceal the fact that SkillTech provided its User Details to RP Data and that RP Data was using SkillTech's User details (as pleaded in paragraphs 41A to 43E(✓) above).

Particulars

112 By reason of the matters pleaded in paragraph 111C above, RP Data assisted and encouraged SkillTech to:

- (a) enter into the SkillTech Subscription Agreement, which subscription would be paid for by RP Data, in order to obtain the SkillTech User Details and provide them to RP Data for its use to gain access to LeadManager;
- (b) conceal from BCI Media Group that the SkillTech User Details had been provided to and were being used by RP Data,

knowingly or recklessly indifferent as to the fact that,

- (c) the SkillTech Subscription Representations would be made to BCI Media Group when SkillTech entered into the SkillTech Subscription Agreement and that they would be false, misleading or deceptive; and
- (d) BCI Media Group would be unaware that the SkillTech User Details were provided to and were being used by RP Data,

and thereby aided, abetted, counselled or procured the misleading or deceptive conduct by SkillTech pleaded in paragraphs 107 to 111B above.

112A Further or in the alternative, by reason of the matters pleaded in paragraph 111C above, RP Data was implicated, involved in or had a practical connection with SkillTech:

- (a) entering into the SkillTech Subscription Agreement, which subscription would be paid for by RP Data, in order to obtain the SkillTech User Details and provide them to RP Data for its use to gain access to LeadManager;
- (b) concealing from BCI Media Group that the SkillTech User Details had been provided to and were being used by RP Data,

knowingly or recklessly indifferent as to the fact that,

- (c) the SkillTech Subscription Representations would be made to BCI Media Group when SkillTech entered into the SkillTech Subscription Agreement and that they would be false, misleading or deceptive; and

- (d) BCI Media Group would be unaware that the SkillTech User Details were provided to and were being used by RP Data,

and thereby was directly or indirectly knowingly concerned in, or a party to, the misleading or deceptive conduct by SkillTech pleaded in paragraphs 107 to 111B above.

112B In the premises of paragraphs 112 and 112A above, RP Data was involved (within the meaning of “involved” in s 2 of the ACL) in the contravention of section 18 of the ACL by SkillTech in paragraphs 110A and 111B above.

Causation

113 BCI Media Group:

- (a) would not have entered into the SkillTech Subscription Agreement;
- (b) would not have provided User Details to SkillTech;
- (bb) would not have allowed access to LeadManager;
- (c) would have directed SkillTech to not allow its User Details to be used by RP Data pursuant to cl 2.3 of the SkillTech Subscription Agreement; or
- (d) would have revoked the User Details it provided to SkillTech,

if it had known that:

- (e) the SkillTech Subscription Representations were false, misleading or deceptive as pleaded in paragraph 110 above;
- (f) SkillTech intended to provide its User Details to RP Data; or
- (g) RP Data intended to use SkillTech’s User Details as pleaded in paragraphs 41A to 43E(✓) above.

113A BCI Media Group:

- (a) would have directed SkillTech to not allow its User Details to be used by RP Data, pursuant to cl 2.3 of the SkillTech Subscription Agreement;
- (b) would have revoked the User Details it provided to SkillTech;

- (c) would not continue to permit the SkillTech User Details to be used to access LeadManager;

if it had known that the User Details provided to SkillTech:

- (d) were provided to RP Data; and
- (e) were being used by RP Data as pleaded in paragraphs 41A to 43E~~(v)~~ above.

Gingold misleading conduct by subscribing to LeadManager in September 2018

- 114 On or around 11 September 2018, Gingold represented to BCI Media Group that Gingold wanted to access and use LeadManager for its business (**Gingold Subscription Representations**).

Particulars

- 115 The Gingold Subscription Representations were made in trade or commerce.

- 116 In reliance on the Gingold Subscription Representations:

- (a) On 12 September 2018, BCI Media Group agreed to transfer the SkillTech Subscription Agreement to Gingold (the Gingold Subscription Agreement);
- (b) on or about 26 September 2018 and on or about 26 September 2019, BCI Media Group agreed to renew the Gingold Subscription Agreement; and
- (c) throughout the term of the Gingold Subscription Agreement, BCI Media Group continued to provide access to LeadManager by the User Details it provided to SkillTech and, thereafter, Gingold.

- 117 The Gingold Subscription Representations were false, misleading or deceptive in that:

- (a) Gingold did not want to obtain User Details for its own use;
- (b) Gingold wanted to obtain and did obtain User Details so that they could be provided to RP Data for use by RP Data; and
- (c) Gingold intended to provide and did provide its User Details to RP Data for use by RP Data.

117A By reasons of the matters pleaded in paragraphs 114 to 117 above, Gingold engaged in misleading or deceptive conduct in contravention of section 18 of the ACL

118 Further or in the alternative, Gingold knew that:

- (a) the Gingold Subscription Agreement as offered by BCI Media Group to Gingold prohibited Gingold from providing its User Details to RP Data (cl 2.3, 3.3; cl 2.1(a) of Fair Usage Policy);
- (b) BCI Media Group would not have entered into the Gingold Subscription Agreement or provided the User Details to Gingold if it had known that Gingold intended to provide its User Details to RP Data; and
- (c) BCI Media Group would not continue to permit the Gingold User Details to be used to access LeadManager if it was aware they were being used by RP Data,

thereby creating a reasonable expectation that BCI Media Group would be informed if the User Details provided to Gingold:

- (d) were provided to RP Data; and
- (e) were being used by RP Data.

118A Contrary to the expectation referred to in paragraph 118, by reason of the matters pleaded in paragraphs 38 to 41 above, Gingold did not inform BCI Media Group, and concealed from BCI Media Group the fact, that:

- (a) Gingold had provided its User Details to RP Data; and
- (b) RP Data was using the Gingold User Details (as pleaded in paragraphs 41A to 43E~~(v)~~ above).

118B In the premises of paragraphs 114 to 118A above, Gingold engaged in misleading or deceptive conduct in contravention of section 18 of the ACL.

RP Data involvement in misleading conduct by Gingold

118C RP Data:

- (a) knew (by reason of the matters pleaded in paragraph 23 above) that the terms of the LeadManager Subscription Agreement offered by BCI Media Group (as pleaded in

paragraph 19 above) restricted the use of the User Details and prohibited its customers from allowing another person to use their subscription or User Details without BCI Media Group's consent (cl 2.3, 3.3; cl 2.1(a) of Fair Usage Policy);

- (b) requested Gingold to enter into a LeadManager Subscription Agreement with BCI Media Group and obtain User Details from BCI Media Group;
- (c) requested Gingold to provide those User Details to RP Data;
- (d) represented to Gingold that Gingold would be reimbursed for the subscription fees Gingold paid to BCI Media Group when entering into a LeadManager Subscription Agreement with BCI Media Group;
- (e) was provided by Gingold, and used, the User Details provided by BCI Media Group to Gingold as pleaded in paragraphs 41A to 43E(✓) above;
- (f) reimbursed Gingold for the subscription fees it paid to BCI Media Group;
- (g) requested Gingold to conceal the fact that Gingold provided its User Details to RP Data and that RP Data was using Gingold's User details (as pleaded in paragraphs 41A to 43E(✓) above).

Particulars

119 By reason of the matters pleaded in paragraph 118C above, RP Data, assisted and encouraged Gingold to:

- (a) enter into the Gingold Subscription Agreement, which subscription would be paid for by RP Data, in order to obtain the Gingold User Details and provide them to RP Data for its use to gain access to LeadManager;
- (b) conceal from BCI Media Group that the Gingold User Details had been provided to and were being used by RP Data,

knowingly or recklessly indifferent as to the fact that,

- (c) the Gingold Subscription Representations would be made to BCI Media Group when Gingold entered into the Gingold Subscription Agreement and that they would be false, misleading or deceptive; and

- (d) BCI Media Group would be unaware that the Gingold User Details were provided to and were being used by RP Data,

and thereby aided, abetted, counselled, or procured the misleading or deceptive conduct by Gingold pleaded in paragraphs 114 to 118B above.

119A Further or in the alternative, by reason of the matters pleaded in paragraph 118C above, RP Data was implicated, involved in or had a practical connection with Gingold:

- (a) entering into the Gingold Subscription Agreement, which subscription would be paid for by RP Data, in order to obtain the Gingold User Details and provide them to RP Data for its use to gain access to LeadManager;
- (b) concealing from BCI Media Group that the Gingold User Details had been provided to and were being used by RP Data,

knowingly or recklessly indifferent as to the fact that,

- (c) the Gingold Subscription Representations would be made to BCI Media Group when Gingold entered into the Gingold Subscription Agreement and that they would be false, misleading or deceptive; and
- (d) BCI Media Group would be unaware that the Gingold User Details were provided to and were being used by RP Data,

and thereby was directly or indirectly knowingly concerned in, or a party to, the misleading or deceptive conduct by Gingold pleaded in paragraphs 114 to 118B above.

119B In the premises of paragraphs 119 and 119A above, RP Data was involved (within the meaning of “involved” in s 2 of the ACL) in the contravention of section 18 of the ACL by Gingold in paragraphs 117A and 118B above.

Causation

120 BCI Media Group:

- (a) would not have entered into or renewed the Gingold Subscription Agreement;
- (b) would not have provided User Details to Gingold;
- (bb) would not have allowed access to LeadManager;

- (c) would have directed Gingold to not allow its User Details to be used by RP Data, pursuant to cl 2.3 of the Gingold Subscription Agreement; or
- (d) would have revoked the User Details it provided to Gingold,

if it had known that:

- (e) the Gingold Subscription Representations were false, misleading or deceptive as pleaded in paragraph 117 above;
- (f) Gingold intended to provide its User Details to RP Data; or
- (g) RP Data intended to use Gingold's User Details as pleaded in paragraphs 41A to 43E(v) above.

120A BCI Media Group:

- (a) would have directed Gingold to not allow its User Details to be used by RP Data, pursuant to cl 2.3 of the Gingold Subscription Agreement;
- (b) would have revoked the User Details it provided to Gingold;
- (c) would not continue to permit the Gingold User Details to be used to access LeadManager;

if it had known that the User Details provided to Gingold:

- (d) were provided to RP Data; and
- (e) were being used by RP Data as pleaded in paragraphs 41A to 43E(v) above.

Legitimate Subscriber Representations

121 Further or in the alternative, by:

- (a) procuring, inducing or causing the Forum Group, SkillTech and Gingold to obtain User Details and enter into LeadManager Subscription Agreements with BCI Media Group in their own names but for the sole purpose of providing those User Details to RP Data for its use (as pleaded in paragraphs 24, 26, 30, 32, 36, 37A and 54 above);
- (b) obtaining those User Details from the Forum Group, SkillTech and Gingold (as pleaded in paragraphs 27, 33 and 38 above);

- (c) using those User Details to access LeadManager to access and copy information (as pleaded in paragraphs 41A to 42, 54 and 73 above),

RP Data made representations to BCI Media Group in trade or commerce (**Legitimate Subscriber Representations**) that it was the Forum Group, SkillTech or Gingold when it accessed LeadManager.

122 The Legitimate Subscriber Representations were and are false, misleading or deceptive, in contravention of s 18 or s 29(b) of the ACL, in that:

- (a) RP Data is not the Forum Group, SkillTech or Gingold;
- (b) RP Data was not a subscriber of LeadManager;
- (c) RP Data was not entitled to use the User Details issued to the Forum Group, SkillTech and Gingold; and
- (d) RP Data was not complying with the Subscription Agreement and Terms of Use.

123 BCI Media Group:

- (a) would not have entered into or renewed the Forum Group Subscription Agreement, the SkillTech Subscription Agreement or the Gingold Subscription Agreement if it had known that RP Data had procured, induced or caused the Forum Group, SkillTech and Gingold to enter into LeadManager Subscription Agreements with BCI Media Group in their own names for the sole purpose of providing those User Details to RP Data for its use (as pleaded in paragraphs 24, 26, 30, 32, 36, 37A and 54 above);
- (b) would not have provided User Details to the Forum Group, SkillTech or Gingold if it had known that RP Data had procured, induced or caused the Forum Group, SkillTech and Gingold to obtain User Details for LeadManager in their own names for the sole purpose of providing those User Details to RP Data for its use (as pleaded in paragraphs 24, 26, 30, 32, 36, 37A and 54 above);
- (c) would not have allowed access to LeadManager if it had known that RP Data had procured, induced or caused the Forum Group, SkillTech and Gingold to obtain User Details for LeadManager in their own names for the sole purpose of providing those User Details to RP Data for its use (as pleaded in paragraphs 24, 26, 30, 32, 36, 37A and 54 above);

- (d) would have directed the Forum Group, SkillTech and Gingold to not allow their User Details to be used by RP Data, pursuant to cl 2.3 of the Forum Group Subscription Agreement, the SkillTech Subscription Agreement or the Gingold Subscription Agreement) if BCI Media Group had become aware that the User Details were being used by RP Data; or
- (e) would have revoked or cancelled the User Details it provided to the Forum Group, SkillTech and Gingold, if BCI Media Group had become aware that:
 - (i) RP Data had procured, induced or caused the Forum Group, SkillTech and Gingold to enter into LeadManager Subscription Agreements with BCI Media Group and obtain User Details in their own names for the sole purpose of providing those User Details to RP Data for its use (as pleaded in paragraphs 24, 26, 30, 32, 36, 37A and 54 above);
 - (ii) the Forum Group, SkillTech or Gingold intended to provide or had provided their User Details to RP Data; or
 - (iii) RP Data intended to use or was using the Forum Group, SkillTech or Gingold's User Details (as pleaded in paragraphs 41A to 43E(v), 54 and 73 above).

Third Party Representations

- 124 Between the period 7 July 2016 to 27 March 2020, RP Data has, in trade or commerce, made representations to customers or prospective customers of BCI Media Group and RP Data that:
- (a) Cordell Connect had 70% more projects in the planning stage and 65% more projects in the tender stage, or alternatively significantly more projects in the planning and tender stages, than LeadManager;
 - (b) Cordell Connect had 70% more, or alternatively significantly more, residential projects than LeadManager;
 - (c) Cordell Connect had 70% more, or alternatively, significantly more, construction projects than LeadManager;
 - (d) BCI Media Group significantly overstates the number of projects in its database by double categorising projects;

- (e) Cordell Connect has 50% more, or alternatively significantly more, projects in its database than LeadManager,

(the **Third Party Representations**).

Particulars

124A Between the period 7 July 2016 to 27 March 2020, Cordell has, in trade or commerce, made the Third Party Representations to customers or prospective customers of BCI Media Group and RP Data and/or Cordell.

Particulars

125 The Third Party Representations were and are false, misleading or deceptive, in contravention of s 18 or s 29(b) of the ACL, in that:

- (a) Cordell Connect did not have 70% more projects in the planning stage and 65% more projects in the tender stage, or alternatively significantly more, projects in the planning and tender stages, than LeadManager;
- (b) Cordell Connect did not have 70% more, or alternatively significantly more, projects in the planning and tender stages than LeadManager;
- (c) Cordell Connect did not have 70% more, or alternatively significantly more, residential projects than LeadManager;
- (d) Cordell Connect did not have 70% more, or alternatively significantly more, construction projects than LeadManager;
- (e) BCI Media Group did not overstate, or significantly overstate, the number of projects in its database by double categorising projects;
- (f) Cordell Connect did not have 50% more, or alternatively significantly more, projects in its database than BCI.

Involvement by Cordell and CoreLogic, Inc in misleading or deceptive conduct in respect of the Legitimate Subscriber Representations

126 By reason of the matters pleaded in paragraphs 3 to 4, 6 to 7, 21 to 23, 42 to 43E(v) and 43JG above, Cordell was implicated, involved in, or had a practical connection with RP Data making the Legitimate Subscriber Representations, in that it:

- (a) participated in and assisted RP Data in the activities pleaded in paragraphs 24 to 43G(vii) above (as pleaded in paragraphs 42 to 43E(v) and 43JG above), which depended on the use of third party User Details (Forum Group, SkillTech and Gingold); and
- (b) knew, or was recklessly indifferent as to the fact that, when accessing LeadManager using the third party User Details, RP Data was making the Legitimate Subscriber Representations to BCI Media Group and that they would be false, misleading or deceptive,

and was thereby directly or indirectly knowingly concerned in, or a party to the misleading or deceptive conduct by RP Data pleaded in paragraphs 121 to 123 above.

Particulars

126A By reason of the matters pleaded in paragraphs 8 to 10 and 44 to 48 above CoreLogic, Inc, was implicated, involved in, or had a practical connection with RP Data making the Legitimate Subscriber Representations, in that it:

- (a) gave approval for the use of the Robotics Program by RP Data to access LeadManager, which depended on the use of third party User Details (Forum Group, SkillTech and Gingold); and
- (b) knew, or was recklessly indifferent as to the fact that, when accessing LeadManager using the third party User Details, RP Data was making the Legitimate Subscriber Representations to BCI Media Group,

and was thereby directly or indirectly knowingly concerned in, or a party to the misleading or deceptive conduct by RP Data pleaded in paragraphs 121 to 123 above.

Particulars

126B In the premises of paragraphs 126 to 126A above, Cordell and CoreLogic, Inc were involved (within the meaning of “involved” in s 2 of the ACL) in the contraventions of section 18 or 29(b) of the ACL by RP Data pleaded in paragraphs 121 to 123 above.

Loss or damage caused to BCI Media Group by the misleading or deceptive conduct

127 But for the misleading or deceptive conduct in respect of the Forum Group pleaded in paragraphs 100 to 106A above, BCI Media Group:

- (a) would not have entered into or renewed the Forum Group Subscription Agreement;
- (b) would not have provided User Details to Forum Group;
- (c) would not have allowed access to LeadManager;
- (d) would have directed Forum Group to not allow its User Details to be used by RP Data pursuant to cl 2.3 of the Forum Group Subscription Agreement;
- (e) would have revoked the User Details it provided to the Forum Group.

127A But for the misleading or deceptive conduct in respect of SkillTech pleaded in paragraphs 107 to 113A above, BCI Media Group:

- (a) would not have entered into or renewed the SkillTech Subscription Agreement;
- (b) would not have provided User Details to SkillTech;
- (c) would not have allowed access to LeadManager;
- (d) would have directed SkillTech to not allow its User Details to be used by RP Data pursuant to cl 2.3 of the SkillTech Subscription Agreement;
- (e) would have revoked the User Details it provided to SkillTech.

127B But for the misleading or deceptive conduct in respect of Gingold pleaded in paragraphs 114 to 120A above, BCI Media Group:

- (a) would not have entered into or renewed the Gingold Subscription Agreement;
- (b) would not have provided User Details to Gingold;

- (c) would not have allowed access to LeadManager;
- (d) would have directed Gingold to not allow its User Details to be used by RP Data pursuant to cl 2.3 of the Gingold Subscription Agreement;
- (e) would have revoked the User Details it provided to Gingold.

127C But for the misleading or deceptive conduct in respect of the Legitimate Subscriber Representations pleaded in paragraphs 121 to 123 above, BCI Media Group:

- (a) would not have entered into or renewed the Forum Group Subscription Agreement, the SkillTech Subscription Agreement or the Gingold Subscription Agreement;
- (b) would not have provided User Details to the Forum Group, SkillTech or Gingold;
- (c) would not have allowed access to LeadManager;
- (d) would have directed the Forum Group, SkillTech and Gingold to not allow their User Details to be used by RP Data, pursuant to cl 2.3 of the Forum Group Subscription Agreement, the SkillTech Subscription Agreement or the Gingold Subscription Agreement); or
- (e) would have revoked the User Details it provided to the Forum Group, SkillTech and Gingold.

127D Further to the matters pleaded in paragraphs 127 to 127C above, RP Data having accessed LeadManager:

- (a) used the access pleaded in paragraphs 41A to 41C above to copy information from LeadManager (as pleaded in paragraphs 42 to 42C above);
- (b) used the information it copied from LeadManager to:
 - (i) improve Cordell Connect (which competes with LeadManager) (as pleaded in paragraph 43 above);
 - (ii) create Comparative Documents to present to customers or prospective customers of BCI Media Group and RP Data (as pleaded in paragraphs 42C and 43A(i) to 43D(iv) above);

- (iii) induce customers and prospective customers of BCI Media Group to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v)-above).

128 But for the Third Party Representations, customers and prospective customers of BCI Media Group would not have been induced to believe that the information in Cordell Connect was more comprehensive and accurate than the information in LeadManager (as pleaded in paragraph 43E(v)-above).

128A By reason of the paragraphs 127 to 128 above, the misleading or deceptive conduct pleaded in paragraphs 100 to 126B caused:

- (a) customers of BCI Media Group to (as pleaded in paragraph 43E(vi)(a) above) to:
 - (i) cease subscribing to LeadManager; or
 - (ii) require a discount on their subscription fee for LeadManager; and
- (b) prospective customers of BCI Media Group to (as pleaded in paragraph 43E(vi)(b) above) not subscribe to LeadManager.

128B In the premises of paragraph 128A above, the misleading or deceptive conduct pleaded in paragraphs 100 to 126B caused BCI Media Group to suffer loss and damage, being lost subscription fee revenue from the current and prospective customers pleaded in paragraph 43E(vi) above and future loss of profits.

Particulars

RELIEF

129 BCI Media Group claims the relief set out in the Amended Originating Application, as summarised below.

Loss or damage caused to BCI Media Group

130 BCI Media Group claims the following loss and damage it has and will, unless the acts are restrained, continue to suffer:

- (a) loss or damage for inducement of breaches of contract as pleaded in paragraphs 55A and 55B above, claimed from RP Data;
- (b) loss or damage for copyright infringement as pleaded in paragraph 82A and 82B above, claimed from CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc;
- (c) loss or damage for breach of confidence as pleaded in paragraphs 99A and 99B above, claimed from RP Data; and
- (d) loss or damage for misleading or deceptive conduct as pleaded in paragraph 128B above, claimed from CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc.

Profits made by CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc.

131 Alternatively, BCI Media Group seeks an account of profits made by:

- (a) RP Data and CoreLogic, Inc from copyright infringement as pleaded in paragraphs 82D and 82E above; and
- (b) RP Data from breach of confidence as pleaded in paragraph 99D above.

Specific relief in respect of copyright infringement

132 Each of the reproductions of the BCI Works is an article within the meaning of:

- (a) the definition of “infringing copy” in section 10(1) of the Act; and
 - (b) section 116 of the Act,
- (the **Section 116 Articles**).

133 By reason of the matters set out in paragraphs 73 to 79A above, BCI Media Group is entitled, at the Court’s discretion, to all or any of the remedies that are available for

conversion or detention of the Section 116 Articles as if BCI Media Group had been the owner of them since the time the copies were made.

134 By reason of the matters pleaded in paragraphs 21 to 23, 41A to 43G(vii), 43HA and 50 above, RP Data, committed the acts of infringement referred to in paragraphs 73 to 78 81 above:

- (a) flagrantly;
- (b) knowing that copyright subsisted in the BCI Works;
- (c) knowing that it did not have the licence of BCI Media Group to do such acts;
- (d) knowing that to do such acts would constitute copyright infringement;
- (e) intending that a commercial or other benefit would accrue to itself, CoreLogic Australia, Cordell and CoreLogic, Inc; and
- (f) wilfully or recklessly persisting in doing such acts.

Particulars

134A By reason of the matters pleaded in paragraphs 21 to 23, 43A(i) to 43G(vii), and 43JG Cordell committed the acts of infringement referred to in paragraphs 77B and 79A above:

- (a) flagrantly;
- (b) knowing that copyright subsisted in the BCI Works;
- (c) knowing that it did not have the licence of BCI Media Group to do such acts;
- (d) knowing that to do such acts would constitute copyright infringement;
- (e) intending that a commercial or other benefit would accrue to CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc; and
- (f) wilfully or recklessly persisting in doing such acts.

Particulars

134B By reason of the matters pleaded in paragraph 43IB above in relation to CoreLogic Australia, and paragraphs 44 to 48 above in relation to CoreLogic, Inc, CoreLogic

Australia and CoreLogic, Inc committed the acts of infringement referred to in paragraph 79 above:

- (a) flagrantly;
- (b) knowing that copyright subsisted in the BCI Works;
- (c) knowing that it did not have the licence of BCI Media Group to do such acts;
- (d) knowing that to do such acts would constitute copyright infringement;
- (e) intending that a commercial or other benefit would accrue to CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc; and
- (f) wilfully or recklessly persisting in doing such acts.

Particulars

135 By reason of the need to deter similar infringements of copyright and all other relevant matters (~~including the damage caused to BCI Media's reputation and loss of custom~~), CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc's acts were sufficient to make an appropriate award of damages under s 115(4) of the Act.

Other relief

136 Unless restrained by this Court, CoreLogic Australia, RP Data, Cordell and CoreLogic, Inc will continue to engage in the conduct alleged above and will continue to make profits at the expense of BCI Media Group.

Date: ~~15 July 2025~~ 12 September 2025



Signed by Michael John Williams
Lawyer for the Applicant

This pleading was prepared by C McMeniman and Michael John Williams and settled by JM Hennessy SC.

Certificate of lawyer

I Michael John Williams certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: ~~15 July 2025~~ 12 September 2025



Signed by Michael John Williams
Lawyer for the Applicant