

IN THE HIGH COURT OF JUSTICE
QUEENS BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST

BETWEEN

JANE WHITTAKER

Claimant

- and -

- (1) [games company]
- (2) ANDI HODGETTS
- (3) JASON MCGANN
- (4) MIKEL LAWS

Defendants

DEFENCE OF THE SECOND DEFENDANT AND **AMENDED** DEFENCE OF
THE FOURTH DEFENDANT

1. It is denied that the claimant is entitled to the relief claimed or any relief. It is denied that the second **or fourth** defendants published anything defamatory of the claimant, or that any such publication caused the claimant any loss to her reputation, or otherwise.

2. The second **and fourth** defendants do not plead to those parts of the Particulars of Claim which purport to plead defamation published by the first and third defendants.
3. Save that no admissions are made as to the claimant's occupation, paragraph 1 of the Particulars of Claim is admitted.
4. The claimant has now discontinued her action against the first defendant. However, for the avoidance of doubt it is denied that the second defendant was ever employed by the first defendant, as set out in paragraph 2 of the Particulars of Claim or at all.
5. The second **and fourth** defendants will rely on the inference that, by abandoning her action against the first defendant the claimant has accepted that she cannot prove the defamation therein alleged.
6. It is denied that the second defendant "procured" any publication by Mastercast TV, whether as alleged in paragraph 3 of the Particulars of Claim or at all. It is admitted that the second defendant wrote the article referred to within that paragraph.
7. **The fourth defendant is a 3D game artist, and in that capacity worked for the claimant between 2016 and 2018, via Keystone Games and Blue Sock Studios. He is now employed elsewhere. Save as aforesaid, paragraph 5 of the Particulars of Claim is denied.**

Post 1

8. Save that no admissions are made as to the published words, or their meaning, paragraphs 6 – 8 of the Particulars of Claim are denied. The second defendant did not publish the post.

Post 4

9. It is admitted that on 11th July 2019 on Facebook, the second defendant published the words set out in paragraph 15 of the Particulars of Claim. It is denied that the words published were defamatory.
10. Paragraph 16 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
 - a. The photograph established nothing about the claimant's claims to have worked for Atari; and
 - b. Industry veterans, including the entire Goldeneye team had never heard of the claimant; and
 - c. The appearance of the material was as another fake claim; and
11. The second defendant asserts the truth of his comments, because he relies upon the researches set out in the third defendant's defence, and because of the process of reasoning set out in the comments themselves.

12. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant was untruthful about her personal history and was claiming credit for projects to which she was not entitled, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 10 above.
13. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.
14. The claimant does not appear to have brought any action against those people with direct involvement in the various games in which the claimant claimed to have been heavily involved. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
15. The second defendant will rely, if necessary, upon the provisions of sections 2 - 4 of the Defamation Act 2013.

Post 5

16. It is admitted that on 11th July 2019 on Facebook, the second defendant

published the words set out in paragraph 18 of the Particulars of Claim. It is denied that the words published were defamatory.

17. Paragraph 19 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
 - a. The second defendant said nothing hateful about the claimant's gender; and
 - b. The second defendant was not drawn into gender battles; and
 - c. The claimant has publicly stated that she does not care what pronouns are used in describing her.
18. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant believed the claimant exploited her gender identity, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 17 above.
19. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.

20. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
21. The second defendant will rely, if necessary, upon the provisions of sections 2 - 4 of the Defamation Act 2013.

Post 7

22. It is admitted that on 1st August 2019 on Facebook, the second defendant published the words set out in paragraph 24 of the Particulars of Claim. It is denied that the words published were defamatory.
23. Paragraph 25 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
 - a. The claimant had told a PR specialist from whom she received assistance free of charge that all the profits made by the claimant or Keystone Games Ltd were going to children's charities; and
 - b. When that person discovered the claimant's professional claims were fabricated, the articles were taken down and the PR person refused to help the claimant further; and
 - c. The claimant does delete comments rather than respond to them; and

- d. To the extent that the claimant believes what she says, her world is delusional.
24. The second defendant asserts the truth of his comments, because he relies upon the researches set out in the third defendant's defence, and because of the process of reasoning set out in the comments themselves.
25. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had procured free articles by saying that her profits went to charity, which articles were removed when the authors found out about her false claims, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 23 above.
26. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
27. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.

28. The second defendant will rely, if necessary, upon the provisions of sections 2 – 4 of the Defamation Act 2013.

Post 8

29. It is admitted that on 30th August 2019 on LinkedIn, the second defendant published the words set out in paragraph 27 of the Particulars of Claim. It is denied that the words published were defamatory.
30. Paragraph 28 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
- a. Steven Turner had said that the claimant's incompetence as a programmer had caused her to be dismissed; and
 - b. The effect of that was that the claimant had lied about her experience, achievements, and abilities within the industry; and
 - c. The claimant had asserted payments to disabled children's charities that were unpaid; and
 - d. The claimant had accordingly used those children.
31. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, because of what Steven Turner wrote, and because of the process of reasoning set out in the comments themselves.

32. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry, and had promised charitable donations to disabled children's charities which were not forthcoming, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 30 above.
33. The claimant does not appear to have brought any action against Steven Turner. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
34. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.
35. The second defendant will rely, if necessary, upon the provisions of sections 2 - 4 of the Defamation Act 2013.

Post 8A

36. It is admitted that on 30th August 2019, the second defendant published the words set out in paragraph 30 of the Particulars of Claim to Air Entertainment. It is denied that the words published are defamatory.
37. Paragraph 31 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
- a. Steven Turner had said that the claimant's incompetence as a programmer had caused her to be dismissed; and
 - b. The effect of that was that the claimant had lied about her experience, achievements, and abilities within the industry; and
 - c. The claimant had made claims about being involved with games on which she is not listed in the sequence credits; and
 - d. The claimant was commissioned to by an Australian company to program a video game that was not delivered, notwithstanding that the claimant was paid to do so; and
 - e. The development teams were unpaid; and
 - f. The claimant had asserted payments to disabled children's charities that were unpaid.
38. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, because of what James

Turner wrote, and because of the process of reasoning set out in the comments themselves.

39. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry; had promised charitable donations to disabled children's charities which were not forthcoming; and had failed to deliver a program for which she had been paid, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 37 above.
40. The claimant does not appear to have brought any action against Steven Turner. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
41. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.

42. The second defendant will rely, if necessary, upon the provisions of sections 2 – 4 of the Defamation Act 2013.

Post 13

43. It is admitted that on 2nd September 2019, the second defendant published, on LinkedIn, the words set out in paragraph 45 of the Particulars of Claim. It is denied that the words published are defamatory.

44. Paragraph 46 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:

- a. The claimant had consistently misrepresented her experience, achievements, and ability in the gaming industry; and
- b. The claimant had made claims about being involved with games on which she is not listed in the sequence credits.

45. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, and because of what Steven Turner wrote.

46. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry, the second

defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 44 above.

47. The claimant does not appear to have brought any action against Steven Turner. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
48. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.
49. The second defendant will rely, if necessary, upon the provisions of sections 2 – 4 of the Defamation Act 2013.

Post 14

50. It is admitted that on 4th September 2019, the second defendant published, on Facebook, the words set out in paragraph 48 of the Particulars of Claim. It is denied that the words are defamatory.
51. Paragraph 49 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or

imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:

- a. The claimant had claimed to have developed a game engine called the "Athena Engine"; and
- b. There is no evidence of the Athena technology ever existing; and
- c. The fourth defendant was told by the claimant that the "Athena Technology" was included in projects upon which he was working but, having handled the builds for those projects, he concluded the technology did not exist; and
- d. The claims made by the claimant for the technology were claims that fitted standard existing technologies; and
- e. No working model of the technology was ever shown; and
- f. The demo ultimately shown by the claimant in 2021 was a Unity game engine paired with an asset package available to anyone, and upon which any reasonably proficient person within the gaming industry could quickly improve; and
- g. The claimant had lied about her achievements, experience and abilities within the industry; and
- h. Keystone Games had not released any games other than Rogue Island, which had not been developed by it; and
- i. There was no BBC documentary.

52. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, and because of the process of reasoning set out in the comments themselves.
53. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry; had not developed a new game engine; and that Keystone Games had not released any games of its own, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 51 above.
54. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
55. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.

56. The second defendant will rely, if necessary, upon the provisions of sections 2 – 4 of the Defamation Act 2013.

Post 15

57. It is admitted that on 7th September 2019, the second defendant published, on YouTube, the words set out in paragraph 51 of the Particulars of Claim. It is denied that the words are defamatory.

58. Paragraph 52 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:

- a. There was no record of the claimant working with development teams on which she had claimed to work; and
- b. The creators of Goldeneye had gone on record to say they had never heard of the claimant; and
- c. Peter Molyneux did not know who the claimant was; and
- d. Rovio Entertainment and [games company] had ended any association with the claimant after discovering that the information she had provided was inaccurate; and
- e. Save for Alien Vs Predator (a game that sold poorly and was not a commercial success) the claimant was not mentioned on the credits of any game with which she claimed to have been associated; and
- f. The claimant had claimed, falsely, to have developed Rogue Island.

59. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, and because of the process of reasoning set out in the comments themselves.
60. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry; and that Keystone Games had not released any games of its own, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 58 above.
61. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
62. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.
63. The second defendant will rely, if necessary, upon the provisions of sections 2 - 4 of the Defamation Act 2013.

Post 15A

64. It is admitted that on 9th September 2019, the second defendant published, on Air Entertainment, the words set out in paragraph 54 of the Particulars of Claim, together with the words omitted from the Particulars of Claim but contained in the article. It is denied that the words are defamatory.
65. Paragraph 55 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
- a. The second defendant had received information from third parties; and
 - b. When the claimant first approached the second defendant there was very little information available online about her; and
 - c. The information that was available falsely stated that the claimant had worked on Alien v Predator as lead coder; and
 - d. Keystone Games purported to support a charity called Over the Wall set up by Kevin Mathison; and
 - e. The claimant had hired disabled staff, posted their photographs online for publicity and then laid them off; and
 - f. The claimant had moved the development team from Keystone Games to Blue Sock Studios without telling the employees of the former company; and

- g. Blue Sock Studios ceased working after receiving an substantial investment; and
 - h. The investment was then withdrawn by Mr Schoff; and
 - i. The development of the game was never completed, as a result of which the contract was cancelled leaving the employees of both companies in financial difficulties; and
 - j. The second defendant was told his role was unpaid as the game would be sold for charity; and
 - k. The second defendant was being falsely marketed without his knowledge so as to, presumably, make the claimant's project sound more important and larger than it truly was; and
 - l. The second defendant was told that the claimant represented himself as having a disability, namely of being born a conjoined twin with legs fused together; and
 - m. The claimant in fact does not have any such disability; and
 - n. The claimant had purported to raise money for a disabled child called Rosie Davies for around 4 years but had not paid Rosie or her family any or any significant amount of money.
66. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, the emails he received in order to publish the article, and because of the process of reasoning set out in the comments themselves.

67. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry; had not told the truth to employees of the companies she ran, or the people for whom she purported to raise money, and had lied about her own history, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 65 above.
68. The claimant has not sued any of the people named in the second defendant's article. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
69. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.
70. The second defendant will rely, if necessary, upon the provisions of sections 2 - 4 of the Defamation Act 2013.

Post 15B

71. It is admitted that on 30th September 2019, the second defendant published, to Air Entertainment, the words set out in paragraph 57 of the Particulars of Claim. It is denied that the words are defamatory.
72. Paragraph 58 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:
- a. The claimant had 2 independent games developers, whose games he had offered to publish; and
 - b. The claimant published only 1 game, Rogue Island; and
 - c. The game development was incomplete and the game could therefore not be played; and
 - d. The claimant took the credit for publication; and
 - e. The original developers recovered the rights from Keystone Games after 2 years; and
 - f. The claimant could not correct the errors in the game he had released; and
 - g. The original developers viewed the claimant as a liar, a coward, and incompetent; and
 - h. Those developers could have released Rogue Island themselves, but were persuaded to enlist the claimant's help by the lies the claimant told about her own ability, experience and history; and

- i. The articles published about the claimant in the media had not been researched to the extent that the matters set out in this Defence had not been discovered; and
 - j. The claimant had claimed to third parties to be able to persuade Harrison Ford or Keanu Reeves to do voice overs; and
 - k. The claimant had repeated those assertions regarding Harrison Ford to the second defendant; and
 - l. When challenged the claimant sought to cast the person challenging him as a liar; and
 - m. The claimant had been exceptionally slow in providing a key for Unity Pro; and
 - n. The claimant had lacked the ability, or staff to keep the promises he made to independent developers.
73. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, the information he obtained in order to write the article, and because of the process of reasoning set out in the comments themselves.
74. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about her ability, experience or achievements in the gaming industry; had persuaded people to contract with her companies on the basis of those lies; had not

delivered an service to any remotely adequate standard; had lied to third parties and the second defendant and took the credit that belonged to others, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 72 above.

75. The claimant has not sued any of the third parties quoted in the article. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.
76. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.
77. The second defendant will rely, if necessary, upon the provisions of sections 2 - 4 of the Defamation Act 2013.

Post 16

~~Defences are numbered to coincide with claims made on Particulars of Claim documents~~

~~5: This is untrue. I am neither freelance, nor a graphic artist. This may have been confused with the fact that I was at one time, a freelance 3D artist working under Jane Whittaker. I have also never provided services directly to First Defendant.~~

~~60 / 62: I do not own, have access to, nor influence the Twitter account mentioned in this claim.~~

~~71: I have in my possession evidence that the Claimant has struggled to gain investments well before the time of these defamation and libel claims. This evidence is in the form of saved/backed up Slack chat logs from my time of working for the Claimant in Blue Sock Studios.~~

78. Save that no admissions are made as to the words used, paragraphs 60 – 62 of the Particulars of Claim are denied. the fourth defendant did not publish the posts. Paragraphs 66 – 68 of the Particulars of Claim do not concern the fourth defendant who, accordingly, does not plead to them.

Post 18

79. It is admitted that on 4th April 2020, the second defendant published, to Air Entertainment, the words set out in paragraph 66 of the Particulars of Claim. It is denied that the words are defamatory.

80. Paragraph 67 of the Particulars of Claim is denied. However, whether the words in their natural and ordinary meaning bore the meanings and/or imputations contended for by the claimant, or the second defendant's meanings as set out below, it is substantially true that:

- a. The claimant had claimed to have worked with Peter Molyneux; and
- b. Mr Molyneux denied any knowledge of the claimant.

81. The second defendant asserts the truth of his comments, because he relies upon the research set out in the third defendant's defence, and because of the process of reasoning set out in the comments themselves.

82. Further or alternatively, insofar as the words made or contained the following comment or expression of opinion, namely that the second defendant's information persuaded him that the claimant had not told the truth about working with Mr Molyneux, the second defendant contends that the words were a statement of opinion honestly held by the second defendant, and the second defendant repeats and adopts paragraph 80 above.

83. In the premises it is denied that the second defendant's comments, even if defamatory and actionable, caused the claimant serious harm or any special damage. The claimant had already been exposed as an incompetent fantasist by people whose reputation in the gaming industry far exceeded that of the second defendant.

84. Further or alternatively, the public has an interest in information about the success of commercial products and those who have contributed to that success, and the publication was accordingly a statement on a matter of public interest, about which the second defendant had information as set out above.

85. The second defendant will rely, if necessary, upon the provisions of sections 2 – 4 of the Defamation Act 2013.
86. For the reasons set out above, paragraph 69 of the Particulars of Claim is denied.
87. For the reasons set out above, paragraph 70 of the Particulars of Claim is denied.
88. Paragraph 71 of the Particulars of Claim is denied. None the projects listed are admitted to exist in reality. Insofar as any of them exist, they are likely to be premised upon the claimant's false account of her career and achievements, and are likely to be cancelled as soon as the truth about the claimant is known.
89. The claim is one flawed by fundamental dishonesty and the claimant should pay the costs thereof on an indemnity basis.

SIMON MYERSON QC

STATEMENT OF TRUTH

I believe that the facts stated in this defence are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth

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ANDREW HODGETTS

Dated August 2022

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MIKEL LAWS

Dated August 2022

Served this day of August 2022 by Nicholas Collins Limited, solicitors for the
Second and Fourth Defendants