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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE MEGAN LATHAM

PUBLIC HEARING

OPERATION ELGAR

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 11 NOVEMBER, 2015

AT 2.03PM

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This transcript has been prepared in accordance with conventions used in the Supreme Court.

THE COMMISSIONER: Yes, just take a seat. Mr Parekh, you're under your former obligation to tell the truth and the section 38 order still applies?---Yes.

Yes, Mr Hunt.

10 MR HUNT: Thank you. Mr Parekh, you accessed your computing records in the break since you went away from the Commission. Just have a look at that document first and just see if that's an email, or includes a copy of an email that you got from Balu Moothedath on 4 May, 2012 at 11.18am and just looking at that - - -?---Yes.

- - - and the annexure did that, did that email have as well as an induction pack - - -?---Yeah.

20 - - - a copy of the contract that was signed and dated by Sonata - - -?  
---Yeah.

- - - Madambikat?---Yeah.

And then I'll show you another document which is your email of 4 May to Moothedath at gmail.com 3.42pm and is that you returning among other things the document that you have signed and dated?---Yes.

I tender those compendiously as one exhibit, please.

30 THE COMMISSIONER: Yes. Those papers will be Exhibit E7.

**#EXHIBIT E7 - TWO SETS OF DOCUMENTS - EMAIL DATED 4 MAY 2012 FROM BALU MOOTHEDATH TO DHAWAL PAREKH AND ATTACHMENTS AND EMAIL AND REPLY FROM MR PAREKH TO BALU WITH ATTACHMENTS DATED SAME**

40 MR HUNT: And now I just want to go back and show you a hard copy of a document that you were shown earlier on the screen?---Yeah.

Could you just have a look at this. And I think your evidence was this morning that the only rate that was ever discussed with you was \$450 a day plus some bonus payments in relation to training that you never actually claimed. Is that right?---I think, yes, yeah.

And if you look at this form, the contract that I'm showing you now, and particularly the rates of pay and a signed contract that doesn't have a date on it?---Yeah.

There's nothing in your account that would suggest you got a contract like that, correct?---Yeah.

10 And is your evidence that you haven't seen that contract now that you see it with the, without the reduction in the copy that you've got in your hand now?---Yeah.

And you're able to compare it with the document that you've provided to the Commission?---Yeah.

You say you haven't seen that before, that document - - -?---No.

- - - that's in your hand?---Yeah.

20 I tender the hard copy for caution but as a different exhibit number, please?

THE COMMISSIONER: Yes.

MR HUNT: Commissioner, and I can indicate that what I'm tendering is pages 96 to 100 in unredacted form of volume 9.

THE COMMISSIONER: Yes. Thank you. That's Exhibit E8.

30 **#EXHIBIT E8 - UNREDACTED CONTRACTORS AGREEMENT  
(CASUAL) BEING PAGES 96 - 100**

MR HUNT: And I don't have further questions for the witness.

THE COMMISSIONER: Right. Yes. Does anyone have any questions for Mr Parekh? Yes, Mr Dennis.

40 MR DENNIS: Yes. Thank you, Commissioner. If you'd just excuse me a moment. Sir, you, you say that you think that you finished work on site at Sydney University at some point in late February of 2013. Is that right?---Yeah.

All right. And that was due to a family problem and specifically to deal with the health of one of your family members. Is that right?---Yeah.

All right. Commissioner, might the witness be shown volume 11, page 159. So just – you see in the bottom half of that page there is an email from you to Jason Meeth, dated 7 March, 2013 at 7.47 and 36 seconds am?---Yeah.

Could I just ask you to read through that email to yourself. Let me know when you finish reading, please, sir?---Yeah.

You've read that?---Yeah.

So is that the day upon which you or the date on which you informed Mr Meeth of this family difficulty?---That's right.

10 All right. If the witness might be shown one, one page previous, volume 11, page 158 if it pleases the Commissioner. Sir, could I just ask you to read that document to yourself?---Yeah.

Do you agree with me that that's a document dated 6 March, 2013?---Ah  
hmm.

And it's an email from you sent to both Peter Zak, a person called Peter Zak at Sydney University and also Mr Meeth?---Yeah.

20 And you're saying that you won't be able to come in due to a personal emergency?---Yeah.

MR DENNIS: So is that personal emergency the reason that – is that one and the same issue, to do with the health of a family member?---That's right. So co-ordinating with the doctors in India so I wanted to be home and just call them.

Yes?---And then work later in the evening so won't be able to attend the office.

30 All right. Sir, having read those emails and considering your early evidence that you – earlier evidence that you thought you stopped working onsite in late February, considering those emails might it be the case that you're mistaken and you actually finished working onsite in March of 2013?---I think – I don't remember those – I mean it was a very stressful time so I don't remember last day I went to the Uni but - - -

All right. But it would be - - -?---I don't - - -

40 It would be fair to say that you continued to attend onsite until at least perhaps 5 March?---I think so, yeah.

All right. Now, and then on 7 March you provided Mr Meeth with some more detail of the personal emergency didn't you?---Yes.

All right. Is it the case that as a result of advising Mr Meeth of this personal emergency that you had a telephone discussion with him?---That's right, yes.

All right. And during the course of that discussion did he indicate to you that he was concerned to see that your projects did not fall behind?---Yeah. I mean he mentioned that you, you can continue handover everything to the other person and once that's done I think you can then discontinue.

All right. Did he say to you words to this effect, if it helps you can work remotely from home for the next month?---I think so.

10 All right. And there was no discussion about working from overseas was there?---I don't exactly recall that but I think he said you can work remotely and at least deliver whatever has been expected.

All right. And that was just a verbal understanding that you - - -?---Yes.

- - - the two of you had come to and would it be correct to say that there was no email confirmation of that discussion at any stage?---I don't think I would have put any email on that part, yeah.

20 All right. So you didn't send something to him in writing to confirm the arrangement?---Yeah.

Correct. And you don't recall receiving anything from Mr Meeth confirming the arrangement?---That's right, yeah.

All right. Now, you, you went overseas didn't you?---Yes.

And you went overseas less than a month after 5 March didn't you?---That's right.

30 All right. And you said earlier in your evidence that, that you kept in touch with Mr Meeth by email and telephone - - -?---Yes.

- - - reporting to him about the progress of the particular matters that you were finishing off?---Yes.

All right. Was there a phone call – at some point when you were overseas you offered to resign on the basis that you didn't think you'd be back any time soon?---That's right, yes.

40 All right. And you – is it the case you sent an email to that effect?---That's right. So that's – I said whatever remaining stuff I can finish in a week or so and then we can call it off.

All right. And as a result of sending that email did – was there a discussion between you and Mr Meeth by telephone or perhaps by Skype?---I think by telephone.

All right. And during that phone call did Mr Meeth in effect discourage you from resigning and indicate that he wanted to take you back on board at some point?---He said that but I was not sure when I would be returning back so I said as of now I cannot commit anything.

All right. And now we've, we've spoken about two phone calls so far, do you agree, one is when you've discussed working from home?---Yes.

10 And the second phone call when you've resigned and Mr Meeth is talking about bringing you on board?---That's right. yeah.

20 All right. I want to suggest to you, sir, that while you were away from the physical site of Sydney University there were no phone calls at all between the two of you discussing the progress of our work. What do you say to that?---No, I think we pretty much discuss over the phone the initial development when I said I have to leave maybe in the next week or so and then he said don't apply for the leave but keep working from home so that, that call would have happened from my home here in Sydney and then one in India would have happened maybe over Skype or something.

All right. But what I'm saying to you they're, they're the two phone calls we've talked about?---Yes.

All right. Now earlier when Counsel Assisting was asking you some questions about your timesheets you were saying well, I understand your evidence to be well, I did the work and I was keep in touch with Mr Meeth and telling him, reporting to him how it was all going?---Mmm.

30 All right. What I'm saying to you is you're wrong about that, there was, there were no progress reports by telephone and indeed none by email. What do you say to that?---Nothing, nothing by email but I think I, I discuss with him over the phone what, what I will need to finish before I leave and then after I leave whatever in a week or so.

All right. But that was – are you, are you now talking about the first, part of the same call when you said your dad's - - -?---Yeah.

- - - not well and so on?---That's right.

40 All right. I want you to leave that phone call to one side and talk about all the other phone calls if any?---Ah hmm.

So to put it you plainly I'm saying that there were no other calls apart from the call when you resigned, what do you say about that?---Look, I had a discussion and I put it in an email with my timesheet and he approved that so that is the proof that we had a discussion.

Now you say your timesheets were approved?---Yes.

All right. And, and are you saying that your timesheets were approved because you'd, you'd spoken to Mr Meeth, told him what you'd done and it was all justified?---Yeah.

And monitored in effect. Is that what you're saying?---Yes.

Well, what I want to say to you, sir, is that you – well, you agree that firstly your timesheets were submitted, correct?---Yeah.

10

And secondly they were approved, correct?---Yeah.

What do you say to the suggestion that they were approved without any checking or monitoring of your work performance or progress?

THE COMMISSIONER: Well, how would he know that, Mr Dennis?

MR DENNIS: All right. I'll withdraw that.

20

Sir, what do you, what do you say to the suggestion that they were approved in circumstances where there was no telephone or email discussion about the progress of your work?---Look, that was a conversation from outside but if he didn't check anything from his side and approved it then I think it's not my fault.

Sir, is it the case that you've claimed more work than you've done?---Sorry?

Have you claimed for more work than you've done - - -?---No.

30

- - - in the months, in, in the month of March 2013?---No, and even before I have spent more hours but I have never claimed any extra hours or - - -

Yes, thank you, Commissioner.

THE COMMISSIONER: Mr Parekh, can I just ask you a moment ago when it was suggested to you that Mr Meeth said if it helps you can work remotely from home - - -?---Yeah.

- - - you, you said, you agreed that that conversation took place?---Yes.

40

Was that a conversation that occurred after you informed Mr Meeth that you had to go home to India?---I think when I put that leave application he said you can still keep working and then I call immediately after that email I think and he said keep working from home and as far as you can deliver that will be good.

Yes, but that was a conversation about working remotely from home, namely in Sydney was it?---Look, that, that wasn't clear. I mean I had laptop which I can take anywhere and work so that - - -

10 But what I'm trying to establish is at the time that you had that conversation with Mr Meeth you'd already told him that you were going to travel to India as I understand it?---So I, I told him that I might have to travel any time, I don't know (not transcribable) now, it depends on my dad's situation and condition so he said look, keep working and you have the remote access so it should not be a problem and you don't have to apply for leave I think so the leave was cancelled and he said make sure that you deliver I think.

So the leave was cancelled but that wasn't documented in any email?---No, no. It was a phone call.

And he gave you permission to work remotely from home meaning as far as you were aware from Sydney but you didn't clarify whether or not that meant that you could work from India?---Yeah.

20 So you never clarified that with him?---So, yeah. I mean that wasn't clear in terms of whether I can keep working after I travel abroad but I drop an email from India where I said "I won't be able to return back", and then said "Okay, that's fine now". So - - -

But he'd already approved the timesheets that represented at least 10 days work that you had performed whilst in India by then?---That's right, yes.

30 And at no stage did he say anything about the fact that he assumed you were working remotely from Sydney not from India?---Yeah. So he was aware that I travelled on certain date and he was aware that I was working from India and - - -

Any other questions of Mr Parekh?

MR DENNIS: Something arising.

THE COMMISSIONER: Yes.

40 MR DENNIS: Sir, are you quite sure that you told Mr Meeth what date you were travelling?---I think, yes, he was informed.

Could there be any doubt about that?---No, I don't think so.

All right. Is it the case that you – what you said to him about your travel arrangements was that you were going to put your affairs in order and then travel to India?---Look, that was a discussion saying, "I'll try to finish as much as possible if not then I'll just continue even if I'm not in Sydney".



That's not true, is it? You didn't say "even if I'm not in Sydney", did you?  
---No, I mean, remote can be accessed from anywhere so - - -

Yes. We understand that but listen to my question. You didn't say anything about "not in Sydney", did you?---Because he was aware that I was about to travel.

10 All right. You never gave him a date for your travel, did you?---I think I mentioned that.

Yes, thank you, Commissioner.

THE COMMISSIONER: Anything arising, Mr Hunt?

MR HUNT: Only one. On your version of the conversation with Mr Meeth about not working in the office you say that was something that he offered you?---Yes.

20 That is that if it would help I'll offer you the opportunity to work remotely. Is that right?---That's right, yeah.

Okay?---And this was not for the first time I worked remotely. I worked remotely. I work remotely here as well. So - - -

And that other occasion was that something Mr Meeth offered to you or you asked on that first occasion?---I think it was discussed with Jason and he agreed to that.

30 Okay. So the first time you asked, second time he offered?---I think, yeah.

Correct?---Yeah.

Thank you.

THE COMMISSIONER: Yes. Thank you, Mr Parekh. You can stand down. You're excused?---Thank you.

40 **THE WITNESS EXCUSED** **[2.23pm]**

THE COMMISSIONER: Yes, Mr Hunt.

MR HUNT: Jean, Jean Paul Gazo.

THE COMMISSIONER: Just take a seat, Mr Gazo. You're not represented by anyone here today?

MR GAZO: No, I'm not.

THE COMMISSIONER: Could I just explain to you that we follow a particular procedure here. That is that you are obliged to answer the questions truthfully you don't have the option of refusing to answer. But because you must answer the questions truthfully including questions that might potentially involve an answer that suggests some wrong doing on your part and I'm not suggesting that's the case. But if it should be the case I can make an order under the Act which protects you from the use of your answers against you in any future civil and criminal proceedings. But the order doesn't protect you from the use of your answers in a prosecution under the Act for lying or misleading to the Commission. Do you understand that?

I make an order under the Act which operates as a blanket objection so that the effect of that order is that none of your answers can be used against you in civil or criminal proceedings subject to one very important exception and that is that the order doesn't protect you from the use of your answers against you if it should be found that you have given false or misleading evidence to the Commission. Do you understand that?

MR GAZO: I understand.

THE COMMISSIONER: Would you like the order?

MR GAZO: Sure.

THE COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by this witness during the course of the witness's evidence at this public inquiry are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

**PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY THIS WITNESS DURING THE COURSE OF THE WITNESS'S EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED**

THE COMMISSIONER: Would you like to be sworn or affirmed, Mr Gazo?

MR GAZO: Would I like to be sworn?

THE COMMISSIONER: Sworn.

MR GAZO: Yeah, sure.

10 THE COMMISSIONER: Sworn or affirmed. It's a matter for you.

MR GAZO: Oh, do I get to choose?

THE COMMISSIONER: Yes, you do.

MR GAZO: Sorry, what's the difference?

20 THE COMMISSIONER: If you take an oath you swear on the Bible. If you take an affirmation it's a promise to tell the truth but they both have the same consequence, that is they both are equal in terms of your obligation to tell the truth.

MR GAZO: I'll swear on the Bible. That's all right.

THE COMMISSIONER: All right. Can we have him sworn thank you.

THE COMMISSIONER: Yes, Mr Hunt.

MR HUNT: What's your full name?---It's Jean Paul Gazo. It's pronounced Jean.

10 Okay. Jean - - -?---Let's go with Jean.

- - - Gazo and your surname is spelt G-a-z-o?---Correct.

Mr Gazo, you signed a statement for the assistance of the Commission on 28 October this year?---Yes, I did.

When you were providing the information in that statement were you doing your best to be truthful and accurate?---I was, yes.

20 The position is that in October to November of 2011 you started to work in your role with Talent International with the University of Sydney. Correct? ---Correct.

The time you started to work on accounts to do with the University of Sydney it was already a Talent International client?---We are one – were one of the preferred supplies to Sydney University so that relationship had – was ongoing.

30 All right?---I started my role in September, 2011. My first real engagement with the University would have been around October or November, 2011.

Okay. And Talent had already placed people as part of its C100 accreditation with the University before you started to act in that role. Correct?---There may have been possibly one, one person prior to me.

During 2012 you came to deal with Jason Meeth?---(No Audible Reply)

You're nodding your head. Does that mean yes?---Yes.

40 All right. How did you first meet him?---We met over a coffee. I'd reached out to him. I'd given him a call and said is it possible to meet in person and he agreed and we, we met at a coffee shop in – close to Sydney University.

And that was designed for you to introduce yourself so that hopefully Talent International could put forward candidates for ICT contracts?---Correct, yeah.

And how did that meeting go in broad, successful in terms of opening the door to you personally as a recruitment consultant?---I thought it went well.

Jason and I got on quite well. It would have lasted maybe 20, 30 minutes. It wasn't very long. Most of the relationships that I've built in, in my career as a recruiter have been face to face.

All right. But before you ever came to know Balu Moothedath or Canberra Solutions did you submit candidates through Talent International to Mr Meeth for consideration?---Yes.

10 And were some of those candidates successful in getting contracts?---Yes, several of them.

Are you able to give the Commissioner some idea of the proportion of – putting to one side anyone you put forward for Canberra Solutions what the proportion was of success in getting somebody placed for a contract against the number of candidates put up?---There were at least four successful hires at the University prior to me engaging with Canberra Solutions.

And across how many candidates, roughly?---Across eight or nine.

20 All right. You say in your statement that you received a phone call from somebody called Balu Moothedath. Do you remember that call?---Yeah, I do.

Was that your first contact at all with that person?---It was. It was the first time I'd had spoken to Balu. He gave me a call.

And was there – that the first time that you had any knowledge about a company called Canberra Solutions?---Correct.

30 Had Mr Meeth indicated to you that he knew Balu?---No.

Had Mr Meeth indicated to you that he wanted candidates from Canberra Solutions at that stage?---No.

When you talked to Balu it was in the context of one of his candidates already having been interviewed, is that right?---Correct, correct, yeah.

40 Did you know anything about the way in which that candidate had been put forward?---No. No. All, all I know that, was that someone was, had interviewed with Jason and was successful and needed to go through a C100 supplier.

All right. And did you know – when you say interviewed with Jason did you know that specifically that the interview had been with Jason?---That's just an assumption. I, I would assume that Jason being the – I think his role was portfolio manager or program manager. I would have just assumed that they, he would be involved in the, in the interview.

All right. You knew from your own Talent International candidates that Jason Meeth tended to be on the recruitment panel, is that right, when they went to interviews?---Correct.

And at the time that Balu contacted you did you even know what the position was that the person had been selected for?---No, no, I didn't.

10 As I understand your statement you agreed to meet, that's Balu and yourself, what, to discuss what the process might be for Talent International to represent this candidate, was that what was intended?---The intention of the meeting was to finalise paperwork so for every contractor who's engaged by a Government department through the C100 arrangement there needs to be paperwork signed so the, the agreement was that I'd bring my paperwork and the contract and we'd meet.

20 And I think you indicated that it was your expectation that the candidate whose name was Adhi Nagarathinam would be at that meeting?---I've been recruiting for eight, eight or nine years and generally when a contractor is engaged through a management company that that, that contractor generally will, will attend so most of the time I'll meet with both of them. This is the first time that it's only been the management company attending.

So never happened before?---Never.

All right. And one of the reasons from your point of view that that meeting is a good idea I suggest is because you get to see, run your eyes over the candidate that effectively your company is putting forward?---Correct and it's, it's another relationship that I'm, I'm building.

30 And in relation to that answer part of the ongoing relationship is that Talent International will be handling payroll - - -?---Payroll, timesheets.

Any extensions to the contract and the like?---Correct.

And ultimately if the subcontractor dropped out of the picture you'd hope to have the contractor on your books moving forward?---Yeah, in the future, you know, anything can happen.

40 All right. Did you ever meet this contractor?---Never.

All right. So that when some - you came to know in due course of some concerns about performance with this particular contractor, correct?---Correct.

And the reality is that you, you couldn't manage those problems in the sense of try and understand why the contractor wasn't a good fit or persuade the client that there was some way in which the contractor could be retained and upskilled and so on?---Correct.

Do I understand correctly that if there start to be problems in a contract that sometimes you can engage in that way because you understand the contractor and you understand - - -?---Yeah.

10 - - - perhaps the personalities?---It's a lot easier to manage if I have a relationship with, with someone, I can sit them down and we can talk about what the issues are, work through the issues and what the, what the client's expectations are and that sort of thing but it was difficult to do that under those circumstances because there was no – I don't, I don't even think I had a mobile number Adhi.

And was there – so you didn't have, you didn't really have any way of communicating directly with the person who was essentially your, your candidate?---Yeah. I think I might have had an email address but that was it.

20 All right. Did you get any feedback from Balu or any – or from Meeth or anyone about what had happened during the interview process, what the expectation was, how good the fit was, things like that?  
---No, there was no discussion around the interview.

Had the rate that the University would pay for the candidate (not transcribable) been resolved by the time you were asked to get involved?  
---That had been agreed on by the time I was involved.

30 And can you now remember what that was?---It would have been from memory, this is four years ago, around 900 plus GST which would have been around – between 900 and \$1,000 per day.

And you had a set margin that would flow - - -?---Correct.

- - - as a C100 provider?---Yeah.

40 And do you tell the Commissioner that the margin that you attracted for this job was as if it had been your own full candidate being put forward?---There are – going back to the C100 at that time there were two rates that agencies could supply on. One was the full rate and then a decreased rate which kicked in after I think it was 12 months. From memory I think I might have gone with the discounted rate.

What makes you think that?---Because generally that's – as a sign of goodwill, you know, you – rather than going the full rate you just go to the, the discounted rate.

And was that part of a discussion that you had with Balu or with Jason Meeth that there would be a discount rate?---It wasn't with – not with Jason, no.

All right. And perhaps the witness could be shown volume 8?---Yeah.

Page 9, and I just want to show you an example of what you're talking about because I think - - -?---Yeah, sure.

10 If you're talking about that reduced margin there would be a more modest proportion of the daily rate and then there would be payroll tax, is that right, and those two collectively would work out to be your margin?---That would be the margin, yeah.

So if you look at volume 8, page 9. I can show the witness a hard copy. It might be easier?---Yeah.

20 Just have a look at that. Does that document express the kind of discounted rate that you're talking about for this candidate?---(not transcribable) Or you can look at it on the screen if that's easier. Is that less than a full C100 rate would have been if you'd - - -?---Yeah. Just looking at it now it looks like it'd be less than what the, the full rate would be.

All right. And one of the reasons that you would have elected to do that with this client is that you hadn't need to spend as many resources interviewing, screening and so on?---That's correct.

And do you accept that the effect of putting this client forward I suppose – I withdraw that. You relied on did you that the client had already had an interview and presumably been screened either by Canberra Solutions or by the interview panel?---Correct.

30 So you might have taken a different approach had Canberra Solutions been proposing this candidate pre-interview, there might have been more that you would have wanted to do. Is that right?---Yeah. There's more, more work involved.

40 What would you have wanted to do if – if Canberra Solutions had said I've got – we've got a candidate that we want to put up for interview and we want you as the C100 company to put her up for interview, what sort of steps would you normally have taken in 2012 or '13?---I'd firstly need a résumé that I would review to make sure that the skills align with what the job responsibilities are. Then I'd, I'd need to meet with the candidate face to face. I'd screen them myself and see whether they're the right fit, cultural fit, communication skills, that sort of thing.

All right. And perhaps I could have that document back, Mr Gazo. Did you ever understand from Balu why he contacted you rather than any other C100 agency?---I was under the impression he would've called a number of C100 agencies to, to get a feel for different, different agencies to work with. From time to time I will get calls of this nature where a supplier or a management



company again need to go through an agency and they'll pick and choose who their favourites are.

Did he ever give you the impression or say expressly that he knew Jason Meeth?---It was an assumption that he would've known Jason because he mentioned Jason quite a bit in our phone call.

10 Enough for you to form a view that Jason might've recommended you as a potential C100 contact?---He might've. It might've been because we'd met prior to that and maybe I was still in Jason's – fresh in Jason's memory.

Did you get any sense from Balu that there was a relationship between the fact that he knew Jason Meeth and that this candidate had already had an interview and been selected?---I don't believe so. Are you suggesting that did I the indication that Jason and Balu had, had a working relationship - - -

Yes?--- - - - with one another? Not at that point.

20 All right. Did you at a later point?---Yes.

Why?---This would've been years later where the person who was in Jason's role, a gentleman by the name of Sean McNulty was the procurement manager for Sydney University. He, he gave me that information.

So you understood then that the way, it was thought the way Jason Meeth had been behaving was related to Moothedath and Canberra Solutions?---Correct.

30 And then having that information in mind and looking back at your dealings with Balu, did that make you see it a different way?---Yeah. Yeah.

I imagine that if the normal protocol is that clients like the University call for multiple C100 companies to put up candidates for interview it must have been an unusual circumstance for you to be prevented with a non C100 candidate having already been interviewed and selected?---At that point, yes. Yes.

40 Had that ever happened with the University before?---No.

Had that ever happened with other clients that were obliged to use C100 contractors before?---Prior to the C100?

No, no, in the C100 period?---In the C100, yeah. It would've been, it's unusual.

So is this the only case that you can think of?---Yes.

That's all. Thanks, Mr Gazo.

THE COMMISSIONER: Any questions of Mr Gazo? No, nothing. Thank you, Mr Gazo. You may step down, you're excused.

**THE WITNESS EXCUSED**

**[2.43pm]**

10 MR HUNT: Now it's Samuel Williams who's Ms McGlinchey's client, Commissioner.

THE COMMISSIONER: Yes.

MR HUNT: I want to say just in case Mr Williams doesn't take until 4 o'clock that because we had five witnesses today we scheduled the next witness to start at 10 o'clock tomorrow.

THE COMMISSIONER: That's all right.

20

MR HUNT: So I'm sorry we - - -

THE COMMISSIONER: No, no. That's all right.

MR HUNT: - - - might waste a little hearing time this afternoon.

THE COMMISSIONER: No. No that's not a problem. Come forward Mr Williams. Thank you. Just take a seat. Ms McGlinchey, I take you've explained to Mr Williams the effect of a section 38 order and he wishes to take advantage of it?

30

MS MCGLINCHEY: Yes, thank you, Commissioner. He will be sworn.

THE COMMISSIONER: Thank you. You appreciate Mr Williams that the order doesn't protect you from the use of your answers against you if it should be found that you have given false or misleading evidence. Do you understand that?

MR WILLIAMS: (No Audible Reply)

40

THE COMMISSIONER: Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by this witness during the course of the witness's evidence at this public inquiry are to be regarded as having been given or produced on objection and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

**PURSUANT TO SECTION 38 OF THE INDEPENDENT  
COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT  
ALL ANSWERS GIVEN BY THIS WITNESS AND ALL  
DOCUMENTS AND THINGS PRODUCED BY THIS WITNESS  
DURING THE COURSE OF THE WITNESS'S EVIDENCE AT THIS  
PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN  
GIVEN OR PRODUCED ON OBJECTION AND THERE IS NO  
NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT  
OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR  
10    **THING PRODUCED****

THE COMMISSIONER: Could we have the witness sworn please.

THE COMMISSIONER: Yes.

MR HUNT: Thank you.

What's your full name please?---Samuel Ross Williams.

10 And where do you now work?---Chandler Macleod.

Where were you working during the relevant period in 2012 and 2013?  
---Paxus.

And what was your role with Paxus?---Ah, initially I was a recruitment consultant. During that period I had then become an account manager.

20 And what was, what were your functions as an account manager?---So sourcing of candidates and then client engagement, dealing with, dealing with clients but, yeah.

And Mr Williams, would you please tell the Commissioner with a candidate that was a, it's my expression, a full Paxus candidate, in other words a candidate where the person or in some corporate form but just a corporate form for the person, in other words without any other recruiting entity involved, what sort of things do you do in terms of an applicant for a job before you would put them up for interview for a contractor's position at say the University of Sydney in that period?---Yeah. In that period in particular we had a, a good run of knowing relevant candidates that suited the profiles  
30 we were asked to recruit for so probably my primary thing would be trying to use my own network, my colleagues' network. Failing that then I would look to either database search for people I didn't already know.

All right. I think we're misunderstanding. I'm not talking about - - -?---Oh, sorry.

- - - how do you get candidates?---Oh, sorry.

40 Once you've identified a, you've got a candidate in the door or on the phone or in the inbox what sort of checks, screening, verifications do you undertake before you would propose a candidate for a position at say the University of Sydney?---Mainly a phone interview.

And how long would that take?---As I say generally because I was using people I knew probably quite brief, 10 to 15 minutes.

So people that you knew in the sense that you had placed them before?

---Myself or my colleagues would of or I'd been working with them on recent assignments.

So that you knew their skill base and their personality set and so on?

---Yes, yeah.

If somebody's coming to you afresh are we entitled to assume that you would need to spend longer with them to check how genuine their qualifications are in terms of their - - -?---Yeah.

10

- - - real experience and whether they are of the right standard for the role that you're putting them up for?---Correct, yes, or even possibly that could include a face to face interview.

And if you're talking about roles that are give or take in 2012/2013 \$1,000 a day rate jobs how is the remuneration resolved in terms of the client's expectational budget and the contractor or candidate's expectation?---Sorry, when you say \$1,000 a day do you mean the charge rate to the client or the pay rate to the candidate?

20

I'm talking about broadly the charge rate to the client including what the contractor gets and the margin that Paxus took?---Sure. So the, so the - - -

Just using that as a round figure, you don't have to be held to that but - - -? ---Yes.

- - - in that circumstance when is there a discussion with the candidate about what they'd worked for or what you can negotiate with the client?---In that initial phone interview, yeah, in that initial phone interview you'd find out what their rate was so from then, yeah.

30

Right?---And we'd send a follow-up email as well to confirm that.

All right. And it might sound nonsensical but you'll understand why I'm asking in the context of this investigation, do I assume that if somebody would work for three or four or four and a half hundred dollars a day that you're unlikely to be putting up that calibre of candidate for a \$1,000 a day position?---Yes, that's, yeah, that's fair to say because obviously people work for the rate of what they need to at the time but it's also an indication to the recruiter of their own worth of how they would value themselves as a candidate and how they'd position themselves in the market.

40

All right. So if somebody has an expectation or a willingness to pay – to be paid somewhere between 450 and \$300 a day they're unlikely to in fact have the set of values that a client like the University – I don't mean values in a moral sense?---Yeah.

The bundle of things that add value that make them worth \$1,000 a day?

---Yes, yeah. It's – that's a good indication that they were a bit perhaps what you would call lower level.

All right. When did you first – oh, could you just explain to the Commissioner how Patricia McNally's role at Paxus interacted with your role as an account manager, what were your responsibilities, what were her responsibilities?---Sure. So as I mentioned my role was account management so client relationship and recruitment. Patricia's was contractor support. So past the contractor selected and hired she would do all the ongoing timesheet. She'd generate the initial contracts for the contractor and for the client. My role effectively stopped once, once I confirmed the placement or the details of the contract.

All right. And is it a reasonable proposition that in the normal course when matters are being contracted even if the ordering of the contracts is Ms McNally's responsibility at Paxus at the relevant time, that contracts are designed to put the client on notice of what they're going to be charged by Paxus - - -?---Yes.

20 - - - in terms of providing the contractor services?---Ah hmm.

Correct?---Correct.

You're agreeing with that. And then a contract between Paxus and the client is designed to show the client what Paxus is being paid and what they're being paid?---That's right.

That's the normal orderly way of it?---Yeah.

30 Do you agree?---Two separate contracts, one for the, you know, for Paxus and the client and another one for Paxus and the candidate.

All right. How did you – what dealings did you first ever have with Jason Meeth?---I dealt with Jason the second half of 2011. I placed him in a contract role at Cancer Institute of New South Wales as a PMO manager.

All right And then did you place him in his then next role on contract at the Sydney – University of Sydney?---No.

40 You knew I presume when his Cancer Council role finished?---Yes.

That – did he let you know where he'd ended up?---No, sorry, Cancer Institute of New South Wales.

I'm sorry?---That's all right. No, he didn't. He just told me he was terminating and, and I didn't have any contact with him.

All right. So how did you next come to deal with him when he was at the University?---He phoned me up early 2012.

And why?---To help him recruit, yeah. So I'd obviously been his agent at Cancer Institute probably about for three to four months there at least and yeah, he phoned me about recruiting for him as a hiring manager at the University of Sydney.

10 And was – by that time was he head of projects or was that before he was head of projects?---He was head of projects, yeah, from, from, you know, email signatures and I think he may - - -

All right?--- - - - may have mentioned in that call.

Now, you understand from material that you've seen in relation to this investigation that Mr Meeth provided your details to Balu Moothedath as a possible C100 agent don't you?---I'd seen those details in my own viewing of the Commission documents but not from my compulsory examination. I've since - - -

20

I'm not talking about that. I'm saying in relation to what you have seen getting ready to give evidence at this matter you know that document exists don't you?---Yes, I know that exists.

And did Meeth talk to you about that at the time?---Yes, he prompted that, he prompted that I suppose around that time of saying Samuel, I'd also like you to use this company Canberra Solutions. They're really good. They've given me really good people in the past.

30 All right. Had you – how long had you been working in the ICT space at that stage?---Since July, 2007 with - - -

All right?---Yeah.

So you had a fair bit of exposure to who were the rivals I assume?---Yes.

All right. And is it a fair proposition that - - -?---Excuse me.

40 - - - Canberra Solutions hadn't come up as the name of one of the rivals in the ICT space?---Yes, that's correct.

And did you – so Meeth told you that he'd already had some successful candidates from this organisation?---Well that's largely what he said.

That's the impression you got?---I've dealt with them in the past and they've always given me good people.

And was this conversation around the same time that you now understand that email went to Balu about you?---Yes.

And was there more or could you just tell us what it was that Meeth actually said about Canberra Solutions in terms of their specialisation or skill base or client base or whatever?---Nothing beyond that statement actually that you know, they're very good, I've used them in the past and I always got good people from them.

- 10 Did you get any sense of whether Mr Meeth was talking about in the past at the University or in the past in other roles?---Given that he hadn't been there long I felt that it might've been in prior roles.

And did you know from your conversation with Jason Meeth who Canberra Solutions were in terms of the personnel involved?---No. No, from that conversation with Jason, no. I can't recall if he said someone called Balu's going to phone you, I can't recall if he'd said that. But then probably not long after, I think Balu did phone me.

- 20 All right. Is the Commissioner to understand that the conversation about wanting you to work in with Canberra Solutions was at the same time that he was approaching you generally about putting forward people for his consideration?---Yeah. So, yeah. I was also putting through Paxus candidates at the same time for other roles as well.

- 30 Did you have a view about whether if you'd said to him "No, I don't want to put forward Canberra Solutions candidates", what that might have meant commercially in terms of your candidates?---Yeah. I felt that it, I felt that it might have made it a bit more difficult for me to get ongoing work at the University. That was it a fair and reasonable request so I was happy to action it.

All right. So apart from asking that you work with Canberra Solutions did Jason Meeth make any other request of what that might mean?---No. No.

Did you get any sense at that time that Canberra Solutions candidates might have the inside running?---No. No. Because I was submitting them against my own candidates in the same short list.

- 40 All right. And as things went on and you submitted their candidates and your candidates, did you then have a view about whether the Canberra Solutions candidates were getting the inside running?---No. Because it was quite spaced out.

How many Canberra Solutions – what percentage of Canberra Solutions candidates that you put forward ultimately got contracts with the University of Sydney?---Percentage?



Well, how many did you put forward?---Three to four.

And how many got jobs?---Over the space of two years, three got, got the role over the space of two years.

All right. And what about your own candidates, were you on 75 per cent success rate with them in terms of people you put up and people that got contracts?---No. Unfortunately, at the time I would've been on, on less, yeah.

10

Like what, roughly? Not holding you to an exact percentage?---I'd say, well to be honest, probably zero per cent. I can't think of an act contractor I placed that was one of my own directly there. The other candidates I had, sorry, the other contractors I had at the University were referred to me.

All right. Now I accept that you may have had later contact with contractors after their employment at the University of Sydney?---Yes.

20

But is it a reasonable proposition that nothing in your dealings with Canberra Solutions candidates enables you to in any way, compare the quality of your own candidates with the quality of those candidates?---I could because I, I sent them as part of a consolidated short list so I did obviously out of interest open Balu's, the candidates I got sent to me from Balu. So I did actually look at them and thought, ah, you know, I've been asked to do it, I'll do it. But I'd sent my own and I thought, yeah, yeah - - - \*1500so

But the most, the most you could assay was their CVs?---Yeah, exactly, just based on their CV.

30

So one of your skills I'd suggest as a consultant for Paxus was that you knew who might be a good fit with a particular account manager?---Yes.

Who might be, have better oral communication skills so that if there were lots of meetings that they'd perform better than somebody a bit clunkier in that area?---Yes, correct.

And they're the kinds of things that you weren't able to comment on in relation to the Canberra Solutions people?---Yes, that's correct, yeah.

40

When Balu contacted you what did he say? What was the deal from his point of view?---Ah, it was quite a long conversation which from what I can recall was a bit hard to ascertain the key points. I essentially just wanted to do what Jason asked. Like I said it's a fair and reasonable request, just get his CVs and submit them, you know, at that point it was just a shortlist, so I was sending potential candidates and I suppose probably getting quite a big spiel from him on his background, Canberra Solutions, that I really didn't pay terribly much attention to and wasn't very interested in, I would have

just finalised the details of can you send me the candidates and send me their rates and their availability and they would have submitted them.

And did you, did you have in your mind that you would be on behalf of Paxus charging a full C100 margin if any of the Canberra Solutions candidates were placed?---Yes, because the, the C100 sort of rate at the time was either a, a sub 12 a month, sub 12 month amount or a post 12 month amount which is 10 per cent including a 2.5 per cent levy for being a supplier and then (not transcribable) per cent less that levy as well for post  
10 12 months. I viewed that as being, because I had to do my own recruitment work with that first submission I sent two of my own candidates so yes, it was of my view to charge that sourced the, the sourced amount, the 10 per cent.

So the reality was that if you put up two of your candidates that you'd done your due diligence and your interviewing and your finding word and two Canberra Solutions people where you'd really just had to work out their rate and - - -?---Just forward them on.

20 - - - send on their availability and their CV - - -?---Yeah.

- - - that your time spent on your own candidates would be paid for if a Canberra Solutions candidate got the, got the job?---Yeah. Yeah. That's, that's actually exactly how I looked at it. I'd, I'd done an entire recruitment piece, I'd done in my opinion quality work with my candidates, I hadn't been asked to submit, I didn't really want to submit other candidates in with my shortlist but I'd been asked by, by my hiring manager, it was a, you know, reasonable request so I did it.

30 All right. So can I ask you this, in the normal course absent a request from somebody in Mr Meeth's position where there's a Government or a semi-Government client wanting to recruit through a C100 provider like Paxus you would concede that the client is entitled to think that the kind of checks that you do will have been made before a client gets to the interview stage, a candidate gets to the interview stage, correct?---Yeah. I, I do agree with that I suppose unless it's the client themselves asking for that - - -

Well, that's what I'm coming to?---Yeah.

40 In, in this case with candidates that you put forward for Canberra Solutions you had in mind did you that Jason Meeth had actually asked you to submit them and so you assumed that he'd done his own research on who Canberra Solutions were and the quality of the candidates that they'd put up?---Yeah. Well, if he'd said to me I've used them a lot in the past, they've really good, I've always got good people so I assumed he had a strong, a strong enough prior relationship to, to want to see them used again in some capacity.

And, and did you, do you, do you say that the kind of candidates that were, you were invited to put up on behalf of Canberra Solutions were stellar style candidates, like out of the box candidates?---No, I, I don't, I didn't feel they were to be honest, no.

They were the opposite?---Ah, they were strong in the educational sense, they did have good qualifications, it was a pretty cursory glance I did give at both of them when I submitted them with my shortlist but I, I felt my candidates were stronger.

10

They'd been generally educated in India and done some kind of post-graduate study in a western country but you had a bit of a question mark about communication skills, ability to work in, in the Australian context, things like that, is that fair?---Yeah, that's, that's fair to say. The education actually was both in Australia for those two earlier contractors, Pranav and Dhawal so they were both actually supposedly, supposedly educated at AGSM, yeah, Australian Graduate School of Management.

20

All right. And when you say supposedly is that because you've got some question mark about the result of that education?---Mr Shanker I think in his testimony mentioned that he hadn't finished his MBA, I believe I heard him say that when he was submitted to the University.

All right. Am I right in understanding that you never on behalf of Paxus had a discussion with any candidate that you put up from Canberra Solutions about their pay expectations?---No, no.

30

Did you understand from your commercial discussions with Moothedath that he would be or his company would be taking a margin?---No, it wasn't mentioned, he just gave me a figure like I just wanted to run this process very quickly and just do what I was asked and yeah, get the figure and then I knew I needed to put the C100 amount on top of that. I just wanted to get the figure from Balu and send them. I obviously could assume that they would have charged a margin but yeah, it was never discussed what was would be.

40

You, you certainly in assuming that Canberra Solutions would charge a margin wouldn't have contemplated that the margin might be up to more than 50 per cent of the net daily rate did you?---I could have had a thought that it would be high and then higher than the C100 amount.

Why?---Just with the way those sort of companies operate, third party downstream agreements. I'd come across, you know, I'd seen others. I did see quite often the third party would sometimes, wouldn't charge the, you know, the same amount that the intermediary that's on the panel would charge would usually charge maybe say, would charge more, 15 per cent perhaps.

But you wouldn't intentionally be party to an arrangement where there'd be some kind of secret commission by the third party would you?---Yeah, definitely not, yeah.

All right. Can I just show you a document. Could the witness please be shown volume 9 page 37 please. Accept underneath the redacted area that your signature appears?---Yes.

10 And I think you know it appears there don't you?---Yeah, I do, yeah.

And you understand it's been redacted for - - -?---Yeah, thank you.

- - - confidentiality reasons?---Ah hmm.

Just describe first generically and then specifically to this matter what that is for the Commissioner?---Yeah, that, that's the contract between Paxus for a consultant, so a contractor that would run as a pty limited entity. And then sorry, you said in more specific terms.

20 All right. And that sets out what the daily rate is?---Yeah, to the, yeah, to the, the contractor or the entity they're running through.

Yeah. All right. And then, and you signed that and then what becomes of that document, it goes to?---My contractor care representative Trish McNally would then coordinate with that entity to get the rest of that signed and then that entity would, you know, get their consultant. Very often these contracts, this specific contract would be used for a pty limited company or entity when it's just an actual standalone individual, not a sole trader but similar, someone that has their own ABN, ACN so they would sign this my company, Joe Bloggs' company and signature name and then sign whoever that was.

30 All right. And, and you would then rely on Patricia McNally as the customer care representative for Paxus to do the other things?---Yes. My role would have finished, would finish at that signature to be honest, yeah, executing the rest of the document wasn't my role in recruitment.

40 And would you agree with the characterisation that Trish McNally is very experienced and reliable in terms of her work with Paxus?---Yes, yeah.

And would you just look at volume 9, page 81 on the screen?---Just with my final answer I do believe that's very correct in saying that about Trish but ostensibly she was, you know, administrative support and very linear in what she did and would just, you know, generally take direction and do what she was asked.

So earlier you said to me that it would be normal that there would be dealings so that the client would know what they were paying for a contractor?---Ah hmm.

And then there would be dealings in terms of a contract with the contractor so the contractor would know what they were being paid?---Yes.

You agreed with that in principle didn't you?---Yes. Uh-huh.

10 Look at this document and this is a document that relates to Mr Parekh's retainer?---Ah hmm.

And you know I'm going to ask you about this. You see the contract rate says "as per Schedule A"?---Yes.

Now, that's erroneous compared to normal practice isn't it?---Yes, yeah, the practice I was more aware of - - -

20 And why does it say that?---Yeah, because it's got – it's meant to refer to a separate document that, yeah, should have – should outline the rate or a rate.

All right. So if, if there - - -

THE COMMISSIONER: Why wouldn't you just put the amount in there, why would you need a Schedule A?---I suppose it's – I, I didn't generate this document. That was my colleague Trish McNally and obviously I saw this document in my compulsory so I've seen whom had signed that, sorry. So that was pp'd and signed by her not by myself.

30 But Ms McNally wouldn't have taken it upon herself to put that Schedule A in. It has to – that instruction has to have come from somewhere?---Yeah. That, that instruction she later told me had come from Canberra Solutions, from Canberra Solutions.

Right.

40 MS McGLINCHEY: Commissioner, I might just interrupt and I'm probably a little bit late but I was thinking with this document perhaps we, you know, jumped a few questions about who actually populated the document, who put in the information. I'm not sure it was asked.

THE COMMISSIONER: Well, I'm sure we'll get that if we need it but - - -

MS McGLINCHEY: Okay.

THE COMMISSIONER: Go on, Mr Hunt.

MR HUNT: Rather seeking to cut to the chase.

THE COMMISSIONER: I think, yes.

MR HUNT: In your answer earlier conditioning your comment about Ms McNally I think you said that yes, she was experienced but she took direction and it's your suggestion that she took direction about this document from Canberra Solutions?---Yeah. She, she told me as such.

10 And was she authorised by Paxus to do that?---Yeah, yeah, that was her role. This is her role, contracts, generating them. She told me at the time when she mentioned this in passing. I'd only ever seen the earlier document which I had signed knowingly, you know, rates, everything looking good. She mentioned to me probably I think a bit after Dhawal had actually started, something in passing of oh, I have to generate a second contract for Canberra Solutions because they always ask me for one without the rate on it. I said – I sort of was a bit like, what? This would have been walking past her desk sort of conversation. But like I said she was very experienced. I probably gave her a quizzical look and she said oh, don't worry. I do this  
20 for another account manager's contractors at New South Wales Health.

Well, when did you have that conversation with her?---I'd say generally around that time of May/June, 2012. Yeah. But I think – perhaps even after the contract had started to be honest.

Have you read the compulsory examination that Ms McNally participated in?---No.

No?---No, no.

30 No?

MS McGLINCHEY: No.

THE WITNESS: I wasn't aware she'd participated in one.

MR HUNT: On the first day of this matter when I tendered the brief I asked Your Honour to make directions to release the restriction in relation to Diana Meeth and Patricia McNally's statements.

40 THE COMMISSIONER: Yes, yes, yes.

MR HUNT: I don't know – I mean - - -

THE COMMISSIONER: Well, it's been available. That's all we know.

MR HUNT: Yes.

MS McGLINCHEY: Can I also say to the – to that, that there was quite a bit of difficulty with not just me but others actually getting into the site and I've raised various concerns about that with various people.

THE COMMISSIONER: All right. Well, we – all right. Well, I mean - - -

MS McGLINCHEY: Can I also say too - - -

THE COMMISSIONER: Yes.

10

MS McGLINCHEY: - - - that there is absolutely no index to say where things are, that if you want to look for a document you have to start at volume 1 and go all the way down to volume 20 to try to find where things are.

THE COMMISSIONER: Isn't there a search function on the site if you can – anyway, look, it doesn't matter.

MS McGLINCHEY: Not that I know of.

20

THE COMMISSIONER: For present purposes - - -

MS McGLINCHEY: Yes.

THE COMMISSIONER: - - - all we know – all right. It's just a question of establishing what people may or may not have gleaned from the material but anyway, we'll continue with Mr Williams. Go on, Mr Hunt.

MR HUNT: All right. So just tell me when you say Ms McNally told you that she was doing this at the request of Canberra Solutions?---I think, yeah, as I answered around that time, May or June of 2012.

30

Sorry?---Around that time, May or June of 2012.

And had you put her in touch with personnel at Canberra Solutions in terms of contract administration?---No. No. She seemed to – no, not that I specifically recall. But she dealt with Sonata.

How do you know that she dealt with Sonata?---She mentioned the name and then, you know, Sonata's name was on those documents. I may have asked whom that was.

40

Just give me a moment please, Commissioner.

THE COMMISSIONER: Ah hmm.

MR HUNT: So just to be clear, you are saying that Patricia McNally told you that Canberra Solutions required two contracts?---Yes, yeah. They – she told me they asked for two contracts.

See Ms McNally has told the Commission that you told her that Canberra Solutions wanted to have two contracts?---Ah hmm.

One with the rate on it and one with the rate not on it?---It's – unfortunately that's not correct. It was her who did it by herself.

10

Is it possible?---Pardon?

Is it possible?---No, no. This was the first subcontracting engagement I've ever been involved in. She had prior experience from the other account managers at New South Wales Health, et cetera, Fire and Rescue.

20

THE COMMISSIONER: Well, while we're on that topic, Mr Williams, Ms McNally also told the Commission that on – that this particular arrangement, namely the two contracts where one of them did not disclose the daily rate, that the only time she ever did that was in relation to Canberra Solutions?---Okay.

So - - ?---So that's, that's her evidence, yeah.

Well, but you've just given evidence that she had a conversation with you wherein she said oh, it's all right. I've done it before for New South Wales Health?---Yeah.

30

Now, did she have that conversation with you or didn't she?---She did, yeah, and she referenced the account manager Steve Tomkins. I mentioned this in my compulsory examination, my file notes.

MR HUNT: So it can only be that you are saying to the Commission that Ms McNally is lying about this can't it?---Well, it's a version of events, yeah. This is my version, that's hers. Like this is my version and that document has got a pp and it's not my signature. It's her signature.

40

MS McGLINCHEY: Can I say too that I think that that's all unfair. I mean there's a lot of reasons why people give different versions.

THE COMMISSIONER: Well, that's ultimately for us but I mean at the moment - - -

MS McGLINCHEY: Yes.

THE COMMISSIONER: - - - as you would appreciate we have to make Mr Williams aware of those accounts that conflict with his own so he has an opportunity to respond. Now, I don't know whether he's mistaken or



whether Ms McNally is mistaken or where that position lies but at the moment we just – we’re just trying to explore in what respect these versions might be reconcilable.

MS McGLINCHEY: And that’s absolutely valid but jumping to one person is lying or the other one is - - -

THE COMMISSIONER: Well - - -

10 MS McGLINCHEY: - - - is probably not in the same realm as taking into account the possibility of mistake or, you know, loss of memory.

THE COMMISSIONER: Well, that’s all true as well but I mean if ultimately Counsel Assisting wants to put a submission then he has to give the witness some notice of what it is that he might be putting but anyway, at this stage your client said that there are two irreconcilable versions and we don’t know whose is correct.

MS McGLINCHEY: Yes.

20

THE COMMISSIONER: All right.

MS McGLINCHEY: Thank you.

THE COMMISSIONER: Yes, Mr Hunt.

MR HUNT: Yeah. Just to be clear. It is that position, Commissioner. That if I'm going to submit to you that the versions can't be reconciled and in particular where Mr Williams relies on an assertion about this practice  
30 happening in another totally different distinct situation and the other witness says that hasn't happened. I'm really obliged to put it to him and that's I've done it.

THE COMMISSIONER: Anyway?---I'm comfortable with that. Thank you.

We can move on.

MR HUNT: Yes.

40

MS McGLINCHEY: Can I say something?

THE COMMISSIONER: Yes.

MS McGLINCHEY: I think that it is entirely proper to put to a witness that he may be lying because of course that may be a later submission that Counsel Assisting may make and the witness needs to be aware of that. But

what was put to the witness was that he is saying that she is lying. Now in a circumstance where - - -

THE COMMISSIONER: Well I agree with that.

MS MCGLINCHEY: Yes.

10 THE COMMISSIONER: That's quite, that's quite a valid objection and, and normally witnesses do not have the liberty of commenting in respect of the veracity and other witnesses. I accept that.

MS MCGLINCHEY: Thank you.

THE COMMISSIONER: So perhaps it should be put more in terms of this witness's account, Mr Hunt?

MR HUNT: Yes.

20 THE COMMISSIONER: Being a fabricated account rather than asking him to comment on whether Mr McNulty is fabricating.

MR HUNT: I understand that?---I referred to Trish's testimony as a version of events. I didn't say lying, I don't believe so - - -

THE COMMISSIONER: No, no, no.

MR HUNT: Right.

30 THE COMMISSIONER: All right. But we'll move beyond that.

MR HUNT: I'm now not asking you to comment on hers, I'm asking you to comment on yours?---Yes, sir.

Could you be wrong?---No.

Could you be mistaken?---Possibly mistaken but - - -

40 How could you be mistaken? In what, what do you have some doubt that mistake could attach to?---I'm probably just being polite, I'm not mistaken. I remember the conversation.

All right. So you could - - -

THE COMMISSIONER: Well let Mr Williams - - -?---Sorry.

This is quite serious?---It is.

I don't think you, I don't think you should be resorting to explanations about whether or not you're being polite?---Sorry. My apologies.

Listen again. Put it Mr Hunt.

10 MR HUNT: Could you be mistaken about your recollection of how there comes to be a contract between Canberra Solutions and Paxus that doesn't on its face reveal the daily rate?---I don't believe I can be mistaken. I signed the correct document, I didn't sign the second document. That was pp'd and signed by Trish. I believe that's pretty clear evidence that shows that to back up what I'm saying.

Sir, you place reliance on the fact that the second document, in other words the document between Paxus and Canberra Solutions is signed by Ms McNally. Correct?---Yes.

20 She would in the normal course of executing contracts that aren't with the client often sign pp McNally, wouldn't she?---Yeah. On behalf of an account manager that might not have been at his desk, et cetera.

And that would happen very regularly in her role across a whole cohort of contracts?---Yes. I think you have other documents that would show pp McNally on them as well, yes.

Yeah. And that's because she's the admin person who is regularising the contracts. Correct?---She's regularising that contract, yeah. But in - - -

30 She's, she's not a negotiator, is she within Paxus?---That's right and that's why I said she's someone that just followed directions, yeah.

Yeah. And so and Canberra Solutions in this situation, is not a Paxus client in the strict sense?---No.

And Canberra Solutions isn't within the high range of hierarchies that would normally give direction to Ms McNally. Correct?---No, not, not direction but it would've been like an admin person to another admin person. I thought Sonata was another Admin person and, yeah. It seemed like a - - -

40 So you didn't appreciate that she was the managing director of the company?---No. I didn't realise who she was. She was just a name on things that seemed to more deal with the contracts et cetera, whereas obviously Balu has seen to the actual client engagement and contractors.

On your account when this factor came to light by Ms McNally telling you about it?---Yes.

You tell the Commissioner that you gave her a quizzical look?---Yeah. Yeah.

And you gave - - -?---I had never heard of this process before. I'd never heard of a contract getting a rate taken off to then be submitted to a third party.

And you gave her a quizzical look because you knew that this was irregular?---Yeah, it didn't - - -

10 Correct?---Yes, correct. It didn't seem, didn't seem right. Yeah. It seemed a bit odd. Because I'd sign a document that had 980 that's what I'd see. I mean I actually put the rates onto the system and I'd put 980, so, you know, and I assumed Canberra Solutions would have to have a conversation with the person actually doing the work. "Yeah. This is 980 but you're only going to get this, take it leave it"?

20 Say that again?---I would assume that given that I had – that this documentation was all approved, our Paxus documentation. I would leave it at what I'd put onto the database and then the contract side would be Trish. I was only ever aware of documents that said the pay rate, and that 980 in the document you just showed me I was not aware of another document, other documents being generated that took rates out.

What I'm trying to understand is why when you say that you became aware of this you didn't say to Ms McNally "That's irregular. This is my contractor. I want the contract figure on the contract like we always do it"?--Exactly.

30 Why wouldn't you have done that?---That's a really good point. That's a very good point. I wish I had. She said to me as I've just mentioned at the time "Oh, don't worry about it. I do this for Steve Tompkins contractors at Health. Canberra Solutions have asked me to do it". Actually maybe two contracts got sent. So Canberra Solutions got that 980 so at least they got it and then this second one was obviously sent to Dhawal, Pranav so that they could obviously withhold the rate from them.

So at that time when you were turning your mind to this matter at the time that you saying Ms McNally was disclosing this to you - - -?---Yeah. In passing.

40 Bear with me?---Sorry.

Sir?---Sorry.

You had it in mind that Canberra Solutions might have two sets of documentation, one to fix the right rate and one to provide to a contractor so that they could be told of a different rate?---No. After. After Trish told me about the practice you obviously think, why and then she said "They asked for a contract without the rates, without the pay rate to the contractor.

And you're saying to the Commissioner that at that time you turned your mind to that?---After, yes. After Trish had mentioned that, yeah. You think why would - - -

But then - - -?--- - - - that happen? Pardon?

10 You're not talking about months later you're talking about – as she raised it -  
- -?---Yeah. I briefly thought about it afterwards. But like I said it was a  
conversation in passing and I was walking by her desk it was a common  
practice in the office - - -

Are you making this, are you making this up?---I am not making this up.

Why are you smiling the whole time you're giving evidence about this very serious matter?---I'm just trying to relax, sorry.

20 MS MCGLINCHEY: This is really offensive. Can I just say - - -?---I'm  
just trying to relax, sorry, actually.

The witness is smiling at Counsel Assisting. Counsel Assisting is shouting at the witness.

THE COMMISSIONER: I don't think he was shouting.

MS MCGLINCHEY: I do think that he was shouting. I'm right down here with him.

30 MR HUNT: I reject that?---No, no.

THE COMMISSIONER: Well look, Mr Hunt was not shouting. I'm sorry, he was not shouting?---I'm very comfortable with Mr Hunt's questions.

Mr Williams, could you please not - - -?---Sorry.

- - - say anything while we are resolving another issue. And please do not start speaking before Counsel has finished asking a question because you don't know what the question is until he finishes it?---I'm very sorry.

40 All right?---My apologies.

Yes. Thank you. Now can we just move on because I would like to finish before 4 o'clock. Now was this the only occasion, Mr Williams, that you ever saw anyone in your agency prepare a second set of documents with no contract rate?---Yes. That's the only time I physically saw. Yeah. Well I actually saw the second document when Mr McNulty raised this issue, the second half of 2013.

I'm talking about, please listen?---Sorry.

Please listen carefully - - -?---I have never seen - - -

- - - to the question?---Ah hmm.

10 Is this the only time that you saw, within your agency anyone at all prepare a second set of documents that did not disclose the daily rate?---I never physically saw her do it but this is the only time I saw this document - - -

An example of it. Is that right?---I never physically saw the contract till I was asked to prepare documents to take into Mr McNulty and that was the second half of, of 2013.

All right. Is this - - -?---Yeah. Then I physically saw this document.

20 Is this the only time of which you are aware that a document such as this was prepared within your agency by anyone that did not disclose a daily rate, that's what I'm asking?---Well, as I've said, Trish had mentioned that this was being done elsewhere.

No. Please - - -?---But I didn't see it, no, I did not see it.

Right. Yes, Mr Hunt.

30 MR HUNT: Who was Trish McNally's supervisor in relation to contracts that related to Mr Parekh?---At that time it could have been one of either Silvana Ritlian or Anna (not transcribable) nee, well, married name is Allgood.

Did you take up your concerns about the possibility of dual contracts with either of those supervisors?---No, sir, I was, I was told it was, yeah, told it was fine and was happening elsewhere within the business.

You're relying on what you say Ms McNally said about Health, is that right?---Yes, yes.

40 And did you think that it was prudent to contact Balu to get some sense of whether your suspicion that the contractor was being provided with a contract that didn't disclose the true rate?---Sorry, did I – would I have found it prudent to contact Balu did you say?

Yes, did you?---No, I never proactively contacted Mr Moothedath. Contracts as I said was not my role, my role had stopped at recruitment, finalising the rate, finalising dates, everything beyond that was contractor care and Trish McNally's role.

But you had a person who was a contractor that you had placed in a role at the University, correct?---Ah hmm.

And what you're saying to the Commissioner is that you had a suspicion at the time that you said Trish told you about this, the contract – Canberra Solutions might be providing, having two contracts, one with the right amount on it and one which goes to the contractor that doesn't disclose the proper rate?---Ah - - -

10 That was in your mind wasn't it?---Yeah, I don't know for certain that the one with the 980, the one I'd signed would ever get sent to Canberra Solutions, I wouldn't send it on so I don't know, and obviously that's only signed by myself, we don't know if they executed that document as well. Perhaps you know, I don't.

See, doesn't the notion that somebody in Balu's position might say to you look, I want a contract between Paxus and the University that discloses the rate but I want one between Paxus and me that doesn't disclose the rate to help me with my negotiations with the contractor at my end, that makes  
20 some kind of commercial sense doesn't it?---If I was to think for Balu I suppose but I know that it was Sonata that contacted Trish to do this or Trish and Sonata spoke about this.

But how would somebody from Canberra Solutions get authority to direct somebody at Paxus about the way contracts should issue?---You're very right, it's, you know, if it's a question of authority, yeah, there's probably no authority but that doesn't stop someone from doing something that they deem is a fair and reasonable request that they've been doing elsewhere within that business for other Government clients.

30 When you saw the document that had exhibit A on it or annexure A did you ask Trish whether you could see annexure to understand what was on that? ---No, I don't think, I think I may have asked what's a schedule A, I can't really remember the answer I got to that, sorry but I, I would assume that probably had the rates or hoped that would have had the rates to be honest.

Well, did you ask her about that or not?---I can only really vaguely recollect, I think I may have asked that, I'm sorry, I can't recall in more detail.

40 And what did she say?---Ah - - -

If you may have asked her what may she have said in reply?---Probably something like don't worry about that or yes, I have or – I, I don't know. As I said at that point my role stopped, I might be casually informed of something like this and I was casually informed of this, it was very casually informed.

THE COMMISSIONER: Mr - - -?---We're talking about split second of thinking and I was told it was fine.

Mr Williams, after this particular occasion there, there, there were other contractors that came through Canberra Solutions that you put forward for roles at Sydney University weren't there?---Yes.

How many?---Ah, two other than this.

10 So this wasn't, this wasn't the last time you dealt with Canberra Solutions?  
---No, this is over a period of two years, two, three in total over two years.

So there were two other occasions?---Yes. Two, two other contractors.

Yes. And do you know whether or not in those two other occasions, on those two other occasions whether a similar practice was followed, namely that a contract was prepared that did not disclose the daily rate?---I didn't know at the time but I knew, now know from the, from this investigation I think I saw that Mr Shanker's evidence that there was a similar set of  
20 documents as produced for Dhawal.

Well, I'm just curious, knowing what you knew about the documents that we've been talking about recently - - -?---Yes.

And as you say this chance conversation with Ms McNally that occurred contemporaneously with the preparation of the contracts, on the subsequent two occasions when a candidate from Canberra Solutions was placed with Sydney University did it occur to you to make some inquiries about whether that practice was being followed again in relation to those other contractors given that it was coming through the same company?---Yeah, excellent  
30 point, no, sorry because as I mentioned in a passing conversation I was told that this was fine, don't worry about it, we're doing this elsewhere with New South Wales Health.

Well - - -?---So sorry if I didn't apply the rigor I should have in your eyes but I believe I had done - - -

It's not a question of whether it's in my eyes or not, Mr Williams, I'm just asking you a straightforward question, whether or not it occurred to you on a later occasion but in any event so can I just clarify this, at no stage  
40 throughout this process did you speak with Mr Moothedath or anyone else from Canberra Solutions and you didn't pursue this query through for example Mr Meeth, you never spoke to him about this practice?---Oh, no, no.

Right. Okay. Yes, Mr Hunt.



MR HUNT: And just to be clear you never spoke to Mr Moothedath again or ever about this practice?---No, no.

And just to be clear you have never received instructions you say from Canberra Solutions however you received them that there ought to be contracts prepared in this way?---No, the contracts not my role as I keep saying, sorry, but it was a very clearly demarcated role, my role finished prior to contracts.

10 When did you first become aware that Canberra Solutions' contractors contracted to the University were not receiving anything like the full rate that they had been contracted to?---In the second half of 2013 with Mr McNulty raised that issue.

And when Mr McNulty raised that issue did it occur to you at that time that the way in which the contracts had been ordered between Paxus and Canberra Solutions might have contributed to the contractors being not on notice of the kind of rate that they were really attracting?---I didn't directly make that association with that first phone call with Mr McNulty.

20

No, but over time did you come to think about and have concerns about the propriety of the contracting arrangements as you understood them?---As I prepared documents to bring into Mr McNulty, yes. Well, I can't say I thought about it in much detail, I was just trying to prepare the documents he wanted so I can't say I looked at them and went oh, that's how they would have done it or that's how they've underpaid people but I may have thought of that in passing, yes.

MR HUNT: I'm not so much asking you about you turning your mind to how Canberra Solutions did it but because this was in your own experience as I understand it an isolated piece of behaviour even though you say McNally had said to you that it had happened before with a Government client - - -?---Ah hmm.

30

- - - that you wondered whether Paxus signing contracts with that annexure A and without the rate visible on the front page may have made it easier for Canberra Solutions, to use the vernacular, rip off the contractors?---Sorry, that question in more – sort of just a bit more concise was that those contracts would help them rip off the contractors. Is that what you've asked?

40

When you thought – when you came to understand that Canberra Solutions had been ripping off their contractors, I suggest you probably thought back to the contractual irregularity and thought oh, I wonder if those contracts that didn't put the contract price on the face of them were one of the ways that Canberra Solutions were able to perpetuate the fraud on their own clients?---Yeah, I suppose at the time I thought – I would have thought that in passing.

And did you worry about your responsibility for that?---No, because I signed the correct document and my colleague Trish McNally signed the other one and I know that she generated those herself and did it of her own volition as per being asked by Canberra Solutions.

Nothing further, Commissioner.

10 THE COMMISSIONER: Does anyone have any questions of Mr Williams? Yes, Mr Dennis.

MR DENNIS: Yes, thank you, Commissioner. Sir, at some point you had contact with Mr Meeth and the company Canberra Solutions came up in the conversation. Is that right?---Yes.

20 All right. Now, would I be right in saying that Mr Meeth first mentioned Canberra Solutions in the context of a specific candidate or specific contractor?---No, it wasn't specific. I was asked to submit Canberra Solutions candidates with my own shortlist.

All right. Who was – was Dhawal Parekh the first successful applicant through Canberra Solutions?---To the best of my knowledge, yes.

All right. Is it the case that Mr Meeth contacted you, or during the course of your contact with him that he said to you words to the effect that Mr Parekh was the preferred candidate and he needed or wanted him to be with a C100 company?---No. No.

30 Now, you said earlier in your evidence that Mr Meeth had said that – I think your evidence was that he said he would like you to use Canberra Solutions. Do you recall that evidence earlier?---I think it was more like could you use. Yeah, like or could. I've used them - - -

All right?---I've used them in the past. They're good. I've always got good people from them.

40 All right. So you're not – would it be fair to say you're not sure of his exact words?---I'm quite confident it was those words and conveyed that general sentiment.

All right. Could it be that he did not use those exact words?---No. Like I said I'm quite confident it was those words and that general sentiment.

All right. And how long ago do you say you had this conversation?---That would have been the first half of, the first half of 2012.

All right. Some three and a half years or more ago?---Yeah. Ah hmm.

And the conversation wasn't particularly significant to you at the time?  
---No, it was just – it was within a live recruitment process. I had four other active roles at the University where I wasn't using Canberra Solutions candidates.

All right?---And it seemed a fair and reasonable request to submit third parties with my own. It didn't mean they were necessarily getting the job.

And did you make a note of the conversation after you had it?---No.

10

All right. And when were you first asked to recall the conversation with Mr Meeth?---Probably when Mr McNulty started his own investigations, second half of 2013.

So that was at least 12 months later and - - -?---A good while, yeah.

- - - and more?---A good while later, yes.

All right. And did you tell Mr McNulty that they were his exact words?

20

THE COMMISSIONER: Well, I don't think he ever said they were his exact words?

MR DENNIS: All right

THE WITNESS: Yeah.

THE COMMISSIONER: He has maintained that the conversation was to the effect that Mr Meeth would like him to use Canberra Solutions but - - -

30

MR DENNIS: All right. Was – so you, you, you reject do you that, that Canberra Solutions came up in the context of a preferred candidate having already been selected?---Sorry, could you repeat that please.

All right?---Sorry.

Well, let's, let's go back a step. By preferred candidate I mean somebody who has already been chosen by - - -?---Yeah, I - - -

40

- - - by the University?---They - - -

Do you understand that?---Yeah. They, they weren't already chosen. It was part of a shortlist and a merit-based recruitment process as far as the best that I was aware at the time.

All right. Could I be that you were simply left with the impression that Mr Meeth would like you to use Canberra Solutions?---No, it was clear. Like I said this conversation is, is quite clear. He asked me to use them and

there's actual other emails in the evidence that he – where he follows me up to use them.

All right. He - - -?---And says Balu's candidates.

He refers you – he refers to you the contact deals for Canberra – contact details for Canberra Solutions?---No, no. Balu contacted me.

10 All right. I'm talking about Mr Meeth. Mr Meeth, did he – do you say he provided you with their contact details?---No, no, they – he – we've seen in the evidence that he gave my details to Canberra Solutions.

All right?---And they contacted me.

And he later spoke to you telling you all about his, his good experiences with them in the past?---No, very briefly. I think it might have been in passing of another conversation, could you submit these guys with, with your candidates. They're very good. I've used them in the past.

20 All right. Now, you also said in your evidence that you were – or I understand your evidence to be that you were left with the impression that it would – with Canberra Solutions candidates in the mix you were left with the impression that it would be more difficult for your own candidates. Is that a fair summary of your position?---No, no, I was confident in my candidates. I sent the best candidates I could that I actively sourced myself.

All right. Mr Meeth at no time said to you anything to the effect that Canberra Solutions candidates would be preferred?---No, never at any point.

30 And at no point did he say to you that look, your, your candidates are going to be doing it tough against Canberra Solutions candidates or anything of that nature?---No.

40 There was, there was no restriction either implied about your freedom to put your own people forward?---No. I, I feel that I may have already had my own candidates to submit and that it was sort of an adjunct to submit the Canberra Solutions people as well. There was an email that was shown on the first day that shows a pretty clear line in my email of my candidates, rates, dates, a summary and then a line saying Balu's candidates and which they were submitted.

All right. And you felt entirely free to do that in the circumstances?---I was asked by Jason to do it, yes, and I was sending the email to Jason so I would feel fine doing it if – sending it to him if he'd asked me to do it. It was being sent to him.

Yes. Thank you, Commissioner.

THE COMMISSIONER: Any other questions? Do you have any questions of Mr Williams, Ms McGlinchey?

MS McGLINCHEY: I don't have any questions, Commissioner, but in view of the issue about the two conflicting versions of the, the document, and we all know what we're talking about, it seems appropriate that Ms McNulty be required to give evidence.

THE COMMISSIONER: Ms McNally.

10

MS McGLINCHEY: Ms McNally I'm sorry.

THE COMMISSIONER: Well, anyway you've made that request known. We'll have to make some inquiries about that, that could be a problem but we'll see what we can do about it.

20

MR HUNT: In, in that regard can I just indicate I accept that there have been some challenges but Ms McNally's – apart from that I made express reference to it on the first day her, her compulsory examination has been up on the website, public website for a period now but the index is on the restricted website if that helps and it's indexed there but I can make sure that we can give Ms McGlinchey a hard copy of it now so she can consider – we'll, we'll make inquiries about - - -

THE COMMISSIONER: About Ms McNally.

MR HUNT: - - - Ms McNally.

30

THE COMMISSIONER: Yes.

MR HUNT: I wouldn't imagine it would be a lengthy process.

THE COMMISSIONER: No, no. It would only take one or two questions.

MR HUNT: I'll make sure that those who instruct me give Ms McGlinchey a copy.

THE COMMISSIONER: Of the evidence?

40

MR HUNT: Yeah.

THE COMMISSIONER: Right. Are there any questions arising from, from those questions, Mr Hunt, that you want to put to Mr Williams?

MR HUNT: No, there's not but perhaps in the circumstances it might be – I want to consider the position about Mr Williams' compulsory examination transcript so perhaps he could be stood down but not yet formally excused.

THE COMMISSIONER: Well, I accept that he can't be excused because there's going to have to be a resolution in relation to Ms McNally but just while Mr Williams is here, Mr Williams, can I just ask you, you knew Mr Meeth before any of this issue about Canberra Solutions arose because Mr Meeth himself had been a candidate that you had placed with the Cancer Institute through your company?---Yes, right, through Paxus.

10 Right. So when you became, when you made contact with him again in relation to placing people at Sydney University was it, was it almost immediately that he raised the use of Canberra Solutions with your was there a period of time during which the recruitment process was quite normal before you had that conversation?---Yeah, it was normal for a few months but, sorry, you said he contacted, I contacted him, he contacted me so - - -

20 All right. But anyway there was a period where the recruitment process was unremarkable and then he raised Canberra Solutions?---Yeah, just the – sorry, just the standard recruitment process even, look, since looking at the evidence, like those emails that show that was I was actually working on four other live roles at the same time as submitted in the other, the Canberra Solutions' people was part of one specific job assignment so yeah, there was even four roles at that particular incident, incidence at that time and there was ones prior, yes.

30 Right. But I don't – I'm not quite sure what you're referring to when you say four other roles but I thought you agreed that, that there was a period of normal recruitment activity between Mr Meeth and Paxus before he raised the subject of Canberra Solutions with you?---Yes, sorry for the confusing answer, yes, sorry.

Right. Okay. Right. Thank you. All right. Well, you can step down, Mr Williams and we'll keep Ms McGlinchey informed about the progress of events.

**THE WITNESS STOOD DOWN**

**[3.52pm]**

40 THE COMMISSIONER: I'll resume and return at 10.00am tomorrow.  
Thank you.

**AT 3.52PM THE MATTER WAS ADJOURNED ACCORDINGLY**

**[3.52PM]**