

GERDAPUB01023
25/02/2019

GERDA
pp 01023-01052

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INDEPENDENT COMMISSION AGAINST CORRUPTION

STEPHEN RUSHTON SC
COMMISSIONER

PUBLIC HEARING

OPERATION GERDA

Reference: Operation E17/0445

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON MONDAY 25 FEBRUARY, 2019

AT 2.00PM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

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

MR ENGLISH: Thank you, Commissioner. If Exhibit 90, the attachment, can come back on the screen, please. If we can go to the first page of the attachment, please. So I think you said before the break you went through each of these points with Mr Smith when you sat down with him.---Yes.

10 And you then formulated your response. Now, that's obviously a typed response. Was Mr Smith there when you were typing that response, do you recall?---I don't think he would have been.

Well, you don't recall? You're saying you don't think he would have been? ---I don't think he would have been there when I was typing the response.

So – sorry, go on.---I probably would have had my, I probably would have had maybe a printout of the, of these points and I probably would have made just some notes in my notebook and then typed out later.

20 Okay. Now, looking at the point under subheading A, which can we go to the first page, please. And that's 1.2. If we can go to 1.1. Yes, that's it. There we go. So this concern about overtime not paid to staff, you say there in your response, "It was explained to KPMG that as a business we have to manage overtime costs and that we have approval from USYD to use SIG as a nominated provider under the contract to pick up additional work. I mentioned to KPMG that some of our staff request to have their overtime paid via SNP and some via SIG."---Yes.

30 Now, that's slightly inaccurate, isn't it, that they may have been paid overtime through SNP but through SIG they wouldn't have received an overtime payment?---No, they would have just been paid whatever the hourly rate was that they had with SIG.

40 So you're agreeing with me there, it's slightly misleading?---Well, it would be, it would be like the, the way it's meant to read is that if they have primary employment say for example through SNP and then they went and did a job somewhere else for another company for example, they would get paid at whatever the rate of pay was, and that was the intent under having SNP direct staff work through SIG, that they would pick up the additional work but it would be as a, as an SIG employee.

All right. And that's – well, I withdraw that. Do you have any recollection of discussing that specific response with Mr Smith?---I think, I mean I can't put words into his mouth but, you know, I think he understood that some of our guys were doing over, well, doing additional work as an SIG employee, not as SNP on overtime.

Right. If we go over the page, you can see there's a paragraph starting, "On review of sign-in/sign-out records." Do you see that?---Yes, I see that.

And that says, "We also noted that one security guard SIG had worked for 15 days in a row without any breaks." Do you see that?---Yes.

And you've said, "This one is a concern. I'll go over the records to identify who it was and see what break they had after that period and what I can do to prevent it from happening again."---Yes.

10

Any recollection of discussion that with Mr Smith?---Not, not that particular point, no.

You said yourself there that, "This one's a concern," and you said that Mr Smith said he had no significant problem with the matters raised in the report. Does that apply to this particular issue here, that you recall Mr Smith had no significant problem?---I can't remember him saying anything about this particular one, this particular point.

20 Okay. If we can please go to Exhibit 71, page 286. This is the response that was prepared and provided to Mr Smith on behalf of SNP Security. Have you ever seen this before?---Possibly.

What does possibly mean?---It could have been, a copy of it could have been emailed to me, I, I can't recall specifically.

30 All right. Well, seeing that you sat down and discussed your response to the key observations and recommendations in the report with Mr Smith, then you prepared your note and then you provided that note I suggest to Ms Iselt prior to this letter which is on the screen being prepared, did you discuss the contents of this letter, that's pages 286 and 287, with Mr Smith at any time? ---Maybe after he'd received it.

Well, maybe. I mean have you worked on any other sites in your career as a security guard that were audited by a major accounting firm?---No, never.

40 All right. And you didn't recall receiving the report when you gave evidence last time, it's now been shown to you that you received the key recommendations and observations from the report, and your memory's been refreshed that you worked on some notes with Mr Smith that you then sent through in the form of Exhibit 90. Have you got any better recollection as to, given those circumstances as to whether you discussed this with Mr Smith or anyone else at the university, that is this response on page 286? ---I don't think I would have discussed this response with, with anyone other than Dennis.

Right. And in your discussion, well, you say you don't think you would have done it with anyone other than Dennis, can you assist the Commission

in any way as to what aspects if any you might have discussed with Dennis of this response?---I don't know. Maybe I would have asked him if, you know, if it was a good response or, and, you know, what would happen next.

Well, maybe. I mean do you have any real recollection of that or are you just hypothesising?---Look, if, if Dennis and I had have sat down and gone over the, the points so that I could give some answers to SNP, then there's every possibility that yes, I probably did sit down with Dennis and, and go through the formal response from SNP.

10

All right. And would that have occurred before or after the response was sent?---It would have occurred after the response was sent to Dennis.

Okay. And do you recall Dennis saying anything, assuming you did that review with him?---Again I can't remember if Dennis said, oh, look, that seems to make sense, or that's a, that's a good response, or, or even, you know, thanks for responding, I can't remember specifically.

20

All right. Do you see the paragraph starting, "During the audit a single staff member from SIG was identified as having worked 15 days without a full day's break?" It says, "This has been brought to the attention of SIG and corrective action to the future has been taken."---Yes, I can see that.

Do you ever recall discussing with Dennis what the corrective action was? ---Wouldn't have been anything else other than, you know, we'll try and make sure the guys are taking breaks.

30

And you gave some evidence last week I think that Mr Andrews said when the review, not when the report was provided, but when the review was completed I think, "I'm glad those guys have gone," as in the KPMG people. Do you recall that?---Something along those lines.

40

Do you recall having – and by this stage, 23 August, 2016, Mr Andrews had left the university, if you can assume that from me. Do you recall having any discussion with anyone about, that is anyone at the university about what was to happen, if anything, following the provision of KPMG's report and this letter that was provided in response by SNP Security, was the matter ever raised again with you?---No, I think it was a, I think it was a case of the university just wanted SNP to respond and then once it had its response I can't recall if there was any further monitoring of what was contained in that, in that letter or those dot points raised by KPMG.

All right. If Exhibit 107 can be brought on the screen, please. I think you gave some evidence about an email from Troy Swadling, it contained a warning about ghosting. Do you recall?---Yes.

Are you able to indicate whether this is the email you were referring to? ---Could very well be the one.

Well, you can see that in the email that's signed off, "Regards, Troy," it's identified in the second paragraph, "It would also be greatly appreciated if time sheets are not amended and then re-sent as some would see this is ghosting shifts or fraud." Do you see that?---Yes, I do.

10 And you respond to the National Operations Centre and accounts at S International Group, particularly the second paragraph, "True what Troy is saying. Don't attempt to alter time sheets. If there are discrepancies I'd rather see the mistake to investigate and confirm rather than having anyone trying alter for the sake of passing through an invoice. Looks bad and sloppy practice." Do you see that?---Yes.

20 And what did you hope to achieve, if anything, by that response?---Just that if someone's signed in on the wrong part of the time sheet or someone's made a mistake, just leave it in there, make a note of it, so that we could see, you know, have a look to see where it was they were supposed to work or, or what hours they were claiming for so that, you know, it might make it easier to, to reconcile.

But you knew that the time sheets were replete with ghost details at that point in time, that's 24 November, 2017?---Yes.

30 So, what, you're trying to suggest to Troy that what he said was right and if there are discrepancies, you would investigate and confirm rather than having anyone try and alter for the sake of passing through the invoice?---I, yeah, look, I, I can't remember exactly what, what it was. Obviously there was an issue on the time sheet and Troy's sent through the email and I'm, so I don't know if, I don't know if a, a time sheet was sent to SNP and then it's been re-sent and something's been noticed as being altered from the original.

But you had no interest in investigating time sheets at this stage? If anything, you wanted the opposite to occur, isn't that right?---Yes.

You see how it says, "Hi all, please find attached," and that's an email from accounts, do you see that?---Yes.

40 Unfortunately, we don't have any other sender or recipient information in relation to that email at 11.20. Do you know if that email correspondence was forwarded on to a wider distribution list at the university or to guards at the university?---No idea.

THE COMMISSIONER: If discrepancies were noticed within SNP, say there were missing signatures or missing licence details and the like, would the time sheets actually be sent back to you?---No. They, they wouldn't send them back and say, look, can you get the guys to, to fill in - - -

They wouldn't?---No.

No. So, what, did you just give them an explanation and the explanation was an explanation?---Sometimes they would ring or they'd email and say, "Oh, you know, have you got the RFS for, for such and such a job. We can see that, you know, this person's covered these hours. Is there an RFS for it?" Or they'd ring, ring and say, "Look, someone had called, called in sick last minute, I can't read the name on the time sheet. Who, who would have covered that shift?"

10

But what about where there were signatures or other details missing, such as licence numbers? Did they require that they be rectified in any way?---No, they never asked.

MR ENGLISH: Transcript page 332, commencing line 11, you were asked a question by the Commissioner about this unwritten policy whereby SNP would use subcontractors to save on overtime expenses. Do you recall giving evidence along those lines?---Yes.

20

The Commissioner asked you, "How did you find out about that policy? Was it a written policy, do you know?" And you said, "It wasn't a written policy, formal policy. Back in about, back in about 2010, a contractor had actually approached SNP to say, hey, guys, we've got this idea about how we can reduce the burden of overtime for SNP because we understand you guys are trying to control costs and still run a profitable business. There was discussions held with our national general manager at the time, Kevin Peters, and our HR advisor or, HR manager, Gavin Ward, where they looked into, you know, could they allow an SNP guard to have a secondary form of employment and they indicated that they didn't have an issue with it." Recall giving that evidence?---Yes.

30

So there's been some evidence before this Commission about how that practice applied at the university with respect to SIG. What other subcontractors are you aware of in relation to which that unwritten policy applied, that is SNP guards could perform overtime work with the subcontractor to save in overtime costs for SNP?---Outside of Sydney Uni, I, I can't recall anything specifically. I'm just trying to think. I mean if, I mean if another account manager had it going on, on, on any of their contracts, I wouldn't, I wouldn't be aware.

40

But this is, you said back in 2010, this is before SIG became a subcontractor with SNP, is that right?---Yes.

So who as the contractor that had actually approached SNP to offer that proposal, do you recall?---Yeah. It was a company called IPS.

And did IPS so some work at the university as well, do subcontracting work?---Yes.

And did they, to your understanding, do subcontracting work for SNP at other sites?---Yes, they did.

How many other sites?---I don't know. Maybe, maybe four or five.

And were you aware whether this policy was available to be taken advantage of at those other four or five sites at which IPS supplied guards?
---Not, not that I'm aware of.

10

So is it fair to say your recollection of the extent of this policy is that it applied at Sydney University, both through SIG and IPS?---Yes.

Any other subcontractors at Sydney University?---There were.

Who were they?---There was a company called, I think they're called Platinum. I could be, I could be wrong.

20 And do you understand that the policy was made to apply through Platinum as well as Sydney University?---No. They only had, they only had one staff member there.

I'm just going to ask if a summary document can be brought on the screen and then I'll tender that, Commissioner.

THE COMMISSIONER: Sure.

30 MR ENGLISH: Commissioner, this is a summary of hours in respect of the four periods the subject of this investigation, that is the period for the week ending 28 August, 2016, and that can be seen on the left in blue, followed by the period the week ending 30 October, 2016, then the week ending 17 December, 2017 and over the page, the week ending 15 April, 2018. Now, Mr McCreadie, I appreciate you didn't prepare this and if you can't answer the questions about it, that's fine, by all means, but I'll tender this now, Commissioner, and I'll endeavour to have some of it explained through this witness.

THE COMMISSIONER: Thank you. That will be marked Exhibit 112.

40

**#EXH-112 – SUMMARY OF GUARD HOURS AND MAJOR
EVENTS DATED AUGUST 2016 TO APRIL 2018**

MR ENGLISH: We've got copy for you, Commissioner. So, Mr McCreadie, you remember I went through your personal time sheets with you, and do you recall that it was shown how on certain occasions you were

paid for more than one shift that occurred concurrently?---Yes, I remember that.

So that exercise has been expanded across the time sheets for these four periods. If you look at the period from August 2016, which ended on 28 August, you can see that that week housed the SCA protest. Do you recall we were looking at information in respect if that event?---Yes.

10 Then there's the open day which was another feature of that week. You can see the library additional hours?---Yes, I can see that.

Lock-up duties and then also unlock duties, do you see that?---Yes.

Now you can see there's a figure for the total number of hours in which an assumed name was used for the purposes of a shift during that week?---Yes, I can see that.

20 The total percentage of assumed names is 32.7 per cent, do you see that?
---Yes.

And you can see that the same exercise has been done for the second week, which is 33.8 per cent, 35.9 per cent and over the page 35.4 per cent.---Yes, I can see that.

30 Now they were each weeks where there was a significant number of, a significant degree of ad hoc work that was requested. You can see the second week for example, there's the SCA eviction in October, there's the power shutdown, the library, the lock-up and the unlock-up. Do you see that?---Yes, I can see that.

All right. Now, to your understanding, did you, were you aware that say, for example, an amount of work in the order of 30 to 35 per cent of hours were being claimed using an assumed name in those higher volume periods?
---No, I didn't know that much was going on.

Is that because, for example, Mr Balicevac seemed to have been actively concealing the extent of the fraud from you?---Given what I've seen over the last couple of weeks, yes.

40 You can see if you look in the far right hand column there's a smaller percentage that provides for the percentage of hours that are overlapped or concurrent. Do you see that?---Yes, I can see that.

Just on the second page can you confirm CET is that the Centre of English Teaching?---Yes.

And SUV, Sydney University Village?---Yes.

What were the guarding requirements in relation to the Centre of English Teaching?---I don't know if it was to, to lock up the room after they'd finished.

That's all it was, was it, just a locking up task?---That's, I mean, if there was a job for CET there would have been a, there would have been an RFS to explain what exactly the job, what the requirement was.

10 Okay. Well you can see it's only 20 hours in that week for CET.---Yes.

And what about SUV? What were the guarding requirements in respect of that particular task?---SUV I think they wanted outside of their normal, normal guarding coverage. I think they had some alarm problems and they wanted an extra, an extra guard just to be there until their property manager or someone else came on-site.

20 Commissioner, did you give that exhibit number 112? Yes, you did, your associate's nodding. Thank you. That's my further examination of Mr McCreadie.

THE COMMISSIONER: Thank you, Mr English. Are there any further questions?

MR COLEMAN: Just briefly please, Commissioner. Can I have Exhibit 107 put back up on the screen, please. Mr McCreadie, you may recall I'm Coleman and I represent SNP.---Okay.

30 Thank you. Mr McCreadie this is a document that Counsel Assisting asked you some questions on a little bit earlier, and I want to take you in particular to your email, the second paragraph where it says, "True what Troy is saying, don't attempt to alter time sheets et cetera." What you were doing there, I want to suggest to you, was that you were giving information to make it appear that you were concerned about the alterations when in fact you actively engaged in the dishonest conduct that we have heard of. That's right isn't it?---Sorry, say again.

40 What you were doing there was you were trying to give the impression that you were concerned about changes and alterations to the time sheets, when in fact you knew that was going on and it was going on as part of the dishonest conduct that we'd heard you'd engaged in, correct?---Correct.

This was part of the smokescreen that you were engaging in to make sure that SNP were deceived in finding out from what was truly happening, that's right isn't it?---Yes, I guess so.

I beg your pardon.---Yes, I'd guess so.

Well, not you'd guess so. That's the fact, isn't it, sir?---If that's what's written there, that's the fact.

Well, do you agree that that's what this was intended to do? It's part of the smokescreen that you were engaging in to ensure that SNP couldn't find out what the dishonest conduct that, amongst others, you were engaging in?
---Yes.

10 And the Commissioner asked you some questions about if enquiries were made of you about matters missing in time sheets sometimes by telephone or sometimes by email, and you would give SNP an explanation.---Yes.

I want to suggest to you that insofar as the time sheets or the enquiries concerning time sheets which, if truthfully filled out, would have exposed the fraud, the evidence and – I withdraw that. The explanations that you gave to SNP would have been false explanations, such that your conduct wouldn't be discovered. That's right, isn't it?---Well, yes, I mean I have to ring, at times I'd have to ring SIG and ask them who, who covered what or,
20 you know, what exactly is that shift.

Yes. Then you would give information back to SNP which you knew was false, correct?---It could be false, it could have been an honest mistake like someone forgot to sign off or they signed off and stayed back and didn't sign the, stayed back for a couple of hours.

But insofar as there was an enquiry, which if truthfully answered would have exposed the fraud, you were prepared to engage, weren't you, in further dishonest conduct by giving a false explanation to SNP. That's
30 right, isn't it?---Yes.

Yes, thank you, Commissioner.

THE COMMISSIONER: Thank you. Anyone else? Is there any reason why – I'm sorry, Mr Watson.

MR C. WATSON: No, Commissioner.

THE COMMISSIONER: No. Why this witness shouldn't be excused?
40

MR ENGLISH: No, Commissioner, he can be excused.

THE COMMISSIONER: He can be. Thank you, Mr McCreadie. You're discharged from your summons and you can go.---Thank you sir.

THE WITNESS EXCUSED

[2.38pm]

MR ENGLISH: Mr Smith can be recalled. I think you took an oath the other day.

MR SMITH: Yes, Commissioner.

THE COMMISSIONER: Thank you.

THE COMMISSIONER: Section 38 declaration I made last week continues.

10 **COMMISSIONER'S DECLARATION PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT CONTINUES**

THE COMMISSIONER: Off you go.

MR GIVORSHNER: My name's Givorshner and I act for Mr Tom Roche. Do you understand that?---Yes, sir.

20 In your evidence last week, Counsel Assisting – this is at page 862 of the transcript of the 22nd of February – you were asked questions by Counsel Assisting about the relationship you had with Mr Roche. Do you recall that?---Yes, sir.

30 And your reply was that he – that is, he, Mr Roche – would come on-site two or may be three times a year and discuss face-to-face issues with the contract on the University of Sydney. I'm quoting from the transcript, "They were pretty frank discussions, so we gave him the warts-and-all version because when you've got the CEO you don't let him go without giving him warts-and-all. He gave us some fairly frank discussions back in that time, we got some additional uniforms, we had a few logistical issues we had on the ground, issues we raised with him and he fixed, so I was fairly honest with him all the time and I gave him a warts-and-all approach and I think he appreciated that and as the CEO we had a good relationship." Do you remember giving an answer to that effect?---Yes.

Right. I take it when you said you were fairly honest with him all the time, you weren't qualifying how honest you were being with him, were you?
---No, I think - - -

40 You weren't holding back anything?---No, no, that was a figure of speech. I, myself, Mr Tamasauskas always met with Mr Roche, the electronic services manager, and we basically had the opportunity with the CEO so we gave it to him how it was.

And you see you mentioned amongst the things that came up, uniforms and logistical issues, and I think in another part of your evidence when you were being asked questions about the email that you sent right at the end of things to protect Mr Sirour's subcontract, you also talked about the Telstra, SNP/Telstra part of the contract. Remember that?---(No Audible Reply)

That was one of the things you raised with Mr - - -?---Yes.

- - - Roche as one of the problems you were having. Is that right?---Yes. I just had issue about the fact you were saying to protect Sirour, I was protecting the university so I just - - -

10 All right. Well, I'll withdraw that part of the question for now. That was one of the issues you raised with him?---The Telstra/SNP side of the business?

Yes.---Yes, it was.

And you - - -?---So Mr Tamasauskas raised the Telstra/SNP side of the business.

With you there?---With me there.

20 And Mr Roche attended to that and the problem was fixed. It was an invoicing problem, wasn't it?---No, it was about staff not, it was about a level of staff on the ground and not being able to replace on sick leave, from my memory, most of the time.

You see the part of the contract that you were, as it were, most involved with during the course of your employment was the guarding, wasn't it? ---Except for the time when I was trying to do two jobs across 14 months from August 2016 to September 2017.

30 But even then, in terms of where your workplace was situated, the area of the control room and the contact you had on a daily basis, it was the guarding part, it was the guarding part of the contract that you were most directly involved with. Do you agree with that?---(No Audible Reply)

You were sort of embedded in the SNP service part of the contract, weren't you, the guarding part?---And the cash collection and the line marking. There were three work orders that fell into my area and technical services did not accept when I was attempting to do both jobs, relieving jobs.

40 Well, did you ever raise with Mr Roche in these two to three times a year meetings that there was any problems with any aspect of guarding, rosters for example, did you ever talk to him about rosters?---No.

No. Now, when you say, I mean you were aware, weren't you, that the purpose of Mr Roche coming to see you was whether or not the university had any issues, any complaints about the delivery of SNP's services in the execution of that contract. Is that right?---Yes.

And you never raised with him any of these matters that you say – you never raised any, with him any matter in relation to rostering or guarding for the whole of that time?---Certainly rostering around the Telstra/SNP side was raised.

Other than that?---The rostering in terms of the guarding on the surface as we knew, not as we know now there were no great issues with the rostering. Guards were turning up, they were sometimes not quality uniform, we raised that occasionally with him, but for the most the guards were quality
10 guards, they turned up, they were good with customer service and they were doing their job.

How did you know they were turning up?---Sorry?

How did you know they were turning up? You just said.---Yes.

You said, “There were no problems with the guarding, they were turning up.” How did you know that?---Yeah, information from the team leader on a daily basis and when I would ring in, no complaints from vendors about
20 when they were supposed to be contracted to do the work, whether that be a shutdown or one guard at a door.

See, one of the things that came up in these two or three times a year meetings with Mr Roche is whether the KPIs were being met. Do you agree with that?---I don’t remember specifically getting down to detail about KPIs.

Well, it would have been obvious to you by the very nature of Mr Roche’s regular visits there and conversation with you, that was one of the things
30 that he was inquiring about. He may not have used those words but it was, are there any complaints, the conversations were along those lines, were there any problems with the way that SNP is delivering its services under the contract. That was the nature of those meetings, wasn’t it?---Certainly nothing specific about KPIs I ever recall him raising. There was a general nature about how certainly the business is running, and that’s the information that we had at our hands, we gave him back honestly.

Isn’t an inquiry about whether the university is satisfied with the way the contract is being delivered, doesn’t that necessarily involve the question of
40 whether the KPIs are being adhered to, are being met? One is within the other, isn’t it?---Well, there was never any direct discussion on, on KPIs that I remember.

And what would you have said to him if he’d asked you if the KPIs were being adhered to?---Certainly under the electronic maintenance some weren’t being met, and under the guarding the KPIs that we could measure were being met. The ad hoc work was not subjected to, not subject to KPIs,

so it was purely on, on what information we had around the guarding in the, in the contract.

You see Mr Roche knew, didn't he, if not from the first meeting, fairly shortly after meeting you, that you had been a very senior-ranking police officer. Is that right?---I don't know if he knew that or not, but - - -

10 Well, are you saying it didn't come up?---It may well have, I just don't remember him saying those words to me.

It would have been important, wouldn't it, for him to inquire of you as to what your background was, and those things I'd suggest to you did come up in conversation with him and you would have been keen to tell him that you had been a senior-ranking police officer.---Not, no, I wouldn't, but like, I don't know if it came up in conversation one way or the other, I don't specifically remember a conversation around it at all, but - - -

20 Do you remember going to the awards at Canberra, the awards night that we've made some reference to?---Yes, yes.

Do you remember what you wore to that event?---It was a black tie event with I think service medals, service medals, yes.

And was there a conversation with Mr Roche at that event about what the medals were for?---There were a number of people there with medals, a lot service people.

30 I didn't ask you about - - -?---I'm just trying to, I'm sorry, I'm getting my own mind to it, it's the way I'm thinking through. There may have been a conversation about the, about what the medals meant, whether him, him alone or with a group.

Well, I mean the conversation would necessarily have meant they were police medals and you would have given him some information about that. Is that right?---If he would have asked I would have said what they were.

40 Mr Smith, I'm suggesting to you that you used the fact that you had been an area commander, a very senior rank in the police, as a way of gaining the trust of Mr Roche. Do you disagree with that?---Rubbish.

Why do you disagree with that so vehemently?---I've never used my - - -

You don't just say no, you say rubbish.---Because it is rubbish. I've never used my position in a previous occupation to gain someone's trust. They take me on face value and the work I was doing with the university.

Now, I'm not going to repeat what's been put to you by Counsel Assisting about your dishonest activity in relation to the performance of your

functions, but let me say this. I'm suggesting to you, you used your position to gain Mr Roche's trust, you used your prior position the police force to gain Mr Roche's trust, and then abused it by participating with others in this dishonest scheme. What do you say to that?---Rubbish to the three parts and I've not participated in anything dishonestly.

Just finally, I'll just go to the email, the email you sent you say to protect the university. You referred in that to technical rostering breaches. Do you remember that? We'll bring it up if we have to.---Yes, yes, yes now.

10

Now, would you agree, if somebody describes a breach as technical, it means they knew what should have happened, they know what actually happened and they'd made an assessment of what happened as technical or insignificant. It's implicit in that phrase, isn't it, technical breach?---Well, the three steps there that - no. I, I, there's three steps in that process you led me through that - - -

20

I'll break them up. To say that a breach is technical suggests, doesn't it, that it's some insignificant breach, something not of substance, something procedural only? That's the meaning that one seeks to convey by using that expression in that context, isn't it?---No. Technical breach could be a, a serious breach. You could have a technical breach in, in anything. It could be, could be, could become serious.

30

You were writing this email, we'll bring it up if we have to, to convey the message that you were happy with the performance of SIG and that complaints about, that so far as they existed were of not much consequence. That was the meaning you were trying to convey, wasn't it?---No. I think I, in that letter I also stipulated the person must fix their rostering issues and whatever was raised. There was a dot point which says they must fix their rostering issues. That's a given.

No. All right, well, perhaps we'd better bring it up, which is Exhibit 36, page 330. I'll just sit for a moment, Commissioner. That may be my error. No, it's my error, it must be somewhere else. Yes, here we are. Sorry, do you see the second paragraph of the email?---Yes. Second paragraph.

40

Just read the whole of that second sentence, "I have an emerging issue," et cetera.---Hang on. Yes.

Well, does that not, was the meaning you were trying to convey that whatever it is that you're planning to get rid of them is of not much consequence, and here's all the reasons I'm going to give why they should be retained. Isn't that the meaning of that, "On the surface it appears to be a few technical roster breaches"? You were trying to downplay whatever roster breaches there were as matters of no consequence, weren't you?---No. It was of, of consequence, and I covered it in a dot point further in the, in the actual documentation that he needs to sort out, sort the rostering out. He

needs to do that. As long as he's got assurances that that's happened, happening.

So you're saying on your oath that when you used the expression, "A few technical roster breaches," you weren't trying to send a message that these were matters of little consequence that didn't deserve the action that SNP were then considering? You're denying that, are you?---No. Mr Roche would have been briefed on what those issues were.

10 I'm not asking you, I'm asking you what you meant by the use of that expression.---No. I wasn't downplaying it.

THE COMMISSIONER: That can't be right, can it? I mean, you were seeking to ensure that SNP's, sorry, that SIG's subcontract wasn't terminated, correct?---Well, that was from an operational - - -

Well, I don't care what level it was or what aspect, but you were seeking to ensure, to the extent you could, that SIG were retained on-site.---Yes, doing that for operational reasons of the, as we have explained, Commissioner.

20

Well that might be, but isn't that why you used the expression, "A few technical roster breaches," so as to convey the impression that SNP didn't have a proper basis for terminating the subcontract?---No. Well, Commissioner, it wouldn't have been my, it wouldn't have been my level of authority to say that to the CEO.

But you did.---Yeah, I put, I put there that there were a few technical breaches, but in my mind technical breach is a, is a technical breach.

30 Well, it's been put to you it's something other than a serious breach.---No, it, it can be a serious breach. A technical breach can be a serious breach.

Very well.

MR GIVORSHNER: Further down that same email, on the second set of bullet points, you say, "There has not," and you capitalise the word not, "been one breach of the KPIs for operations or guarding at this site since the inception of the contract in September 2015." Do you see that?---Yes.

40 What was the source of your information to make that statement?---So I sat in the monthly meetings with Mr Andrews, he ran those KPI meetings from 2015 until July 2016, no breaches of guarding and from that point forward, we still didn't, we didn't have a breach of operational guarding.

THE COMMISSIONER: But you've said on occasions, and most recently less than 10 minutes ago, that some of these KPIs couldn't be measured. ---Correct, but is that, is that a breach because you can't measure it, Commissioner? It doesn't meet one way or the other in the sense that

there's no validation that they haven't met KPI 8 or 9 because you can't measure it. I'm not sure you can hold that against the company. It's whoever wrote the KPIs.

But you didn't raise that, you just said in upper case, "There has not been one breach."---So there hadn't been a breach because we couldn't prove a breach.

10 Very well.---And of those that we could measure, they had, they had measured, they had met the KPI.

If you look at the third bullet point, "I do not personally know the owner of S International and agree he needs to sort his rostering out." Was that a truthful statement?---Well, I had met, I had met him but I don't know the - - -

20 Well, how can you say, "I don't personally know him"?---Well, to me, knowing someone, Commissioner, is a, a friendship, a knowing person, knowing them, not I've met him a couple of times on campus.

MR GIVORSHNER: You were choosing your language deliberately and dishonestly, I would suggest to you, in order to protect the interests of the subcontract and not the university, as you have claimed.---No.

30 That this was, as it were, the last action by you before ICAC became involved, in order to protect them. That it was the culmination of a long period of dishonesty, where you continually misrepresented your knowledge of what was going on to Mr Roche in the meetings that he, from time to time, had with you. What do you say to that?---Rubbish.

That's all, Commissioner. Thank you.

THE COMMISSIONER: Thank you. That's, Mr McKay.

MR MACKAY: Mr Smith, in what circumstances did you leave the police force in 2005?---I was medically discharged.

What was the medical discharge diagnosis?---Two – sorry?

40 What was the medical discharge diagnosis?---Two psychiatric illnesses and a physical injury.

What was the psychiatric diagnosis?---Post-traumatic stress disorder, chronic adjustment disorder with anxiety and depression, and I had a physical injury as well.

And what effect do these illnesses have on you?---They range but certainly moods, activity, engaging with people, recent and sometimes, you know,

long memory as well, recent memory, long-term memory, mid-term memory. Just has, sleep, nightmares, pretty much has a, a grab on you, of some aspect, of every day.

And do these illnesses effect your memory, Mr Smith?---Yes.

And do you have trouble recalling things because of these illnesses?---Yes.

10 You saw a doctor about work related stress in 2017, and Exhibit 101, if that can be brought up on the screen. Is that the letter you were referring to about consulting your doctor, you have recently become aware of?---Sorry, glasses would help. That was the university, yeah, Professor Marshall, yes.

And what effect does stress have on your illnesses?---It exacerbates them.

And when were on leave at the university in 2018?---I had a month's leave around sort of July/August, I think in 2017.

20 And in 2018, did you go on leave?---No. I don't remember leave in 2018. I'm not sure, I can't remember but 2017, it was, it was a month's leave and 2018, I can't recall.

You don't recall going on stress leave in 2018?---Oh, sorry, I'm, I'm, I thought you meant annual leave. Yes, I had a physical injury and then that led into some stress leave as well.

30 And when was that?---Probably from June, I took some time to try and sort out a, a vertebrae issue and then once I had that resolved I remained off on stress leave.

Now, Mr Smith, you were asked a lot of questions about the KPMG report. Could I ask that Exhibit 71, page 199 be brought up. Mr Smith, can I just direct your attention to the distribution list.---Yes.

Kevin Duffy, where was he in the organisational chart compared to you? ---He was almost the second in charge of the whole Campus Infrastructure and Services section, CIS.

40 And Mr Ryan Sierra, where was he in the organisational chart compared to you?---Again, a very high position, deputy of operations. About four, at least three or four positions higher than me.

And Steve Sullivan?---Steve was the divisional manager. So I was reporting to Mr Sullivan in, in the absence of a manager and Mr Andrews was the manager up until July, 2016.

So were all those people and Mr Andrews, were all senior to you?---Yes.

And you gave some evidence about no one being around after 3.00pm and oversight and a meeting you had with Steve Sullivan, at transcript 685, 19 to 22. What was the outcome of that meeting?---In relation to KPMG are you saying?

No. Sorry, we're moving on to a different topic.---Oh, sorry. I'm thinking, okay, sorry.

10 You gave some evidence about raising concerns about no one being around after 3.00pm and oversight and no one being around on the weekends and you had a meeting with Steve Sullivan at transcript 685, 19 to 22. What was the outcome of that meeting?---Part of the discussion there with, with Mr Sullivan, was again reiterating the fact that these permanent team leaders, there was a gap of permanent team leaders around the clock and also, especially when I was relieving, that we needed urgent help, we, we, you know, we were pretty much falling apart at the seams that group. We had a very small team but it certainly was around the, you know, the need that once I left, basically I'm trying to phone in to try and manage a service across four campuses, it just physically can't be done - - -

20

Mr Smith, sorry to interrupt you but what was the outcome, what happened afterwards? Did he say, look, I'll take it up the line or what did Mr Sullivan say to you?---Yes, yes. He, he, he, he continually asked, I know, for help, Mr Sullivan.

And why was nothing ever done?---Well, I, it came back about budget pretty much, university budget.

30 So there were real budgetary concerns at the university from people after this?---Yes.

MR BENDER: I object. I mean, this is asking this witness to give evidence of dealings between Mr Sullivan and Mr Sullivan's superiors to which he wasn't a party.

THE COMMISSIONER: But Mr Sullivan may have conveyed something to him about this particular issue that gives rise to an understanding on his part whether what way it's gone at the end of the day.

40 MR BENDER: Please the Commission.

MR MACKAY: What did Mr Sullivan say to you happened?---Yes, that he would ask and budgetary constraints were, were in a holding pattern until we find a new manager as well, which took sort of, you know, 14 or 15 months. But generally, yeah, we were in a, we were in a holding pattern.

And do you recall in 2016, I'm moving on to another topic, there was a proposal from you, Morgan Andrews and Mr Tamasauskas to have

electronic unlocking and locking of buildings in the amount of 1.5 million? Do you recall that?---Yes. So Mr Andrews led the conversation and he was the manager then but there was certainly a meeting before he left and he was indicating we, to get away from the lock, we don't need the manual locking of guards and the unlocking. We were asking, Mr Tamasauskas had put a proposal, I think it was around a million and a half to get rid of these people and have the university fully electronically be able to close the perimeter, and there was an estimate about a million and a half, and again the outcome of that meeting with Mr Duffy, that it just wasn't a position of the university at the moment, for whatever reason, to be able to provide that sort of money for a, a program. But they would certainly be able to, there was an ability to lock and unlock the university, there was an audit undertaking of every perimeter door that we didn't want or need the unlock and lock service, which pretty much we were just, we were handed when the cost-cutting came for those old building attendants or Campus Assist officers that you've heard that were just provided to us as ad hoc work.

Now, moving on to another topic, Mr Smith. You took some annual leave in July and August 2017.---Yes, sir.

Did anyone cover your role while you were on annual leave?---No, no. So there was, no.

And you were also asked some questions, a number of questions about oversight of SNP. As far as you're aware, is it correct that it was built into the tender requirements that the contractor was required to comply with its contractual and regulatory requirements?---Yes.

Now, you were asked a lot of questions by Counsel Assisting about failure to review time sheets. Would you tell – your role was the operational manager, is that correct?---Yes.

And can you just tell the Commissioner briefly what you would do, your tasks on a, on a normal day from 6.30 to 3.00pm?---6.30 to 3.00. I'll paraphrase that but, yeah, so arrive 6.30, meet the team leader, get any issues from the night, any emerging issues that I needed to brief up the line or deal with myself. Get them to convey to me that they've got the team that should be there. We would sit down and we would go with any issues that would be required from the university to the, the team on that day, whether it would be assisting a faculty or a department or being tasked to be in a certain location for an event. That would take about 30 minutes. I would then meet usually Mr Sullivan or report up the line any issues that we had overnight. I'd have a synopsis printed out for me, I would have read that, briefed that up the line, and then in that meeting I would also be given a number of tasks from either Mr Sullivan or Mr Andrews or Mr Hardman back to me to fulfil from coming down the line. In the gap of a, a year when we had no unit manager, I was also required to do a number of more sort of strategic type topics. Also represent at higher level committees in that gap

period. So I was completing the operations role and a, and a higher level role. I would spend time out in the campus every day, that is going through buildings, you'd see the offices, you would see the bus coming and going from College of the Arts. You would be talking to faculty and staff. I would have my own meetings to, to do as well so I would be in the field for a couple of hours, then you would have 50/60 emails waiting to be attended to, you start those, you prioritise those. All actionable items, they're not just the rubbish email about tick and flick. You, you do get a lot of CIS generated ones but there are a lot of issues that come from, you know,
10 people that required a security answer to a question. I would leave and I'm on call then for the rest of the day, 24 hours a day and on, on weekends.

And who was the SNP site manager each day when you were there?---Mr McCreadie would have been the site manager.

And was the SNP site manager to account for daily staff being on-site?

MR ENGLISH: I object to that. It can only be his understanding if that's the case.
20

THE COMMISSIONER: Yes. Go ahead.

MR MACKAY: What was your understanding about the SNP site manager's role?---That they would account for SNP personnel on the site.

THE COMMISSIONER: And what was that understanding based on? How, sorry - - -?---That he, yes, sorry, Commissioner, yeah.

How did you come to that understanding?---That that is part of his role in their, in their tender of agreement, that they're to meet KPIs, there to account for staff on a daily basis.
30

Thank you.

MR MACKAY: Now, Mr Smith, you were asked some questions about correspondence you had with David Owens and the Tender Evaluation Committee. Is it correct, Mr Smith, that you independently recorded your score in preparing your response to the tender?---Yes.

40 And the fact that Mr Owen gave a certain score didn't affect your evaluation?---No.

Now, in 2016 you approached a number of parties to find a replacement to Mr Morgan. Do you recall that? Mr Morgan Andrews, I should say.---Yes. Yes, we were in desperate need to fill the position. We just, we were struggling without a position and we started, Mr Sullivan had a conversation. We started asking around even to get someone in on an interim basis and, yes, there was some correspondence.

And do you recall any of the parties you might have approached?---We approached the manager who was acting, who was out at Macquarie University. We asked him. We had some recommendations off Mr Owens as well, and there were one or two names from him. Just can't exactly recall the name there but there were a number of people that we were speaking to and had them in for interviews and tried to progress them to getting in and giving us some help, but it never eventuated.

10 And why did you make all those approaches?---We just weren't coping.

Now, you gave some evidence on Friday that Mr Balicevac and Mr McCreadie had SNP approval in relation to line marking. How do you know this?---They told me they had SNP approval.

You also gave some evidence regarding SNP's decision to terminate SIG. There was a question about "That's our line," a text you sent, and then you said something in response saying, "There is nothing sinister going on here. It was around keeping operations going, me getting a response from Mr
20 Roche." What did you mean by "keeping operations going"?---Just keeping the university functioning. And as I had indicated, if this level of experience and number of guards were going to go, immediately it would have had a catastrophic impact, you know, across key positions in the control room but also out in the field, about the knowledge out in the field. It's just like wiping off your first grade team and sticking on the under-16s or something, and it was just, it was just not going to work. It was going to be catastrophic.

Now, the final thing I want to ask is what was your understanding of the
30 checks and balances the university had in place regarding ad hoc work in the period 2016 to 2018?---Well, the ad hoc work was significant.

But the question I had asked was what checks and balances did the university have in place as far as you're aware?---The university or - - -

Regarding ad hoc work, yes.---So what I, I - - -

What was your understanding of what checks and balances they had in place regarding the University of Sydney's ad hoc security work?---Yes. So
40 every month I would sit down and review the ad hoc work with Mr McCreadie, then by myself, and every invoice would be gone through, checking they had account codes. If we couldn't find the request for service, SNP's request for service, the invoice would be rejected. And we would send back those bulk invoices, which there might have been 30, 40 or 50 pages a month, after going through them two or three times to SNP prior to coming back for final payment. So there were, as best we could, checked and balanced those documentation very tightly every month because there

were, there were a lot of pages and, yeah, we spent a lot of time each month on them.

Thank you. Thank you, Commissioner.

THE COMMISSIONER: Thanks, Mr Mackay.

MR ENGLISH: Commissioner, before I begin, if I can just tender some materials. There's a statement of Morgan Andrews dated 11 January, 2019.
10 If I can tender that, please.

THE COMMISSIONER: Thank you. Would you have a copy for me too? If you haven't, I'll get one later on.

MR ENGLISH: I don't at the moment, I'm sorry.

THE COMMISSIONER: That's okay. I'll mark that Exhibit 113.

20 **#EXH-113 – STATEMENT OF MORGAN ANDREWS DATED 11 JANUARY 2019**

MR ENGLISH: And there's a bundle of documents relating to Mr Smith's workload when working in Mr Morgan Andrews's former role, when acting in that role, that I've been asked to tender by my learned friend Mr Mackay. Can I tender that, please, or hand up that bundle. I should say it's been loaded onto the system and will be put up on the public website. I don't have copies for everyone but that's just a copy of the bundle.
30

THE COMMISSIONER: That's okay. We'll mark that Exhibit 114.

#EXH-114 – EMAILS RELATING TO THE ROLE OF DENNIS SMITH AND HIS ENDEAVOUR TO FIND A REPLACEMENT FOR MORGAN ANDREWS

MR ENGLISH: And its approach is to obtain a replacement for that role
40 that Mr Smith was acting in.

THE COMMISSIONER: Yes. Okay.

MR ENGLISH: So was that 114, Commissioner?

THE COMMISSIONER: It was.

MR ENGLISH: And I should just say Exhibit 101 came on the screen and it identified Mr Smith's address. I can say that the version that's on the public website has been redacted.

THE COMMISSIONER: Thank you.

MR ENGLISH: And that version that came on the screen didn't go on the live feed.

10

THE COMMISSIONER: Thank you.

THE WITNESS: Thank you.

MR ENGLISH: All right. Mr Smith, you were asked some questions on Friday in relation to Exhibit 103, and if that can just be brought on the screen to refresh your memory. This was the email advice in relation to the use of swipe cards. Do you recall that?---Yeah.

20 It'll just come up.---Sorry, yes.

So do you accept that there's a difference between surveilling individual staff by using swipe card, GPS and CCTV data, and using information of that nature to monitor and improve campus security?---From my reading of that?

No, I'm just, no, I'm just asking you.---Oh, sorry, just you brought it up. But, yeah.

30 Sorry, do you agree that there's a difference between surveilling individual staff by using swipe card, GPS and CCTV data and using information of that nature to monitor and improve campus security?---No, it's the same. You're using electronic surveillance data.

So you say you can't use a CCTV camera to improve security on campus, is that your evidence?---I think you, are you referring to a security officer, though, aren't you, in the back section of your question?

40 No, I asked you a question.---Sorry, yeah.

Do you agree there's a difference between surveilling individual staff by using swipe card, GPS and CCTV data, and using information of that nature to monitor and improve campus security?---Yes. We're talking about two different things there, yes.

So you agree there's a difference, right?---Yes.

So is it the case that on your view data of that nature can't be used to surveil individual staff members?---As a generic coming and going for work, no.

So if a request comes to you from a faculty head saying, "I want to know if this person went into a building on a particular day," do you say that there's privacy concerns and surveillance concerns around that?---No.

There's not?---No, so I don't, that's not what I do.

10 Okay, well - - -?---So I get that information. Usually Mr Ledford who takes the lead on that, or if I'm there, and we send that to university OGC Privacy for a determination. We don't, we're the holders of that information but we're not the decision makers, so that, any request from faculty or departments or outside agencies goes to Office of General Counsel Privacy section, sir.

20 But do you say – well, as I understand your evidence, it was that swipe card, GPS and CCTV data cannot be used by members of the Campus Security Unit to monitor the location of where security guards are at any particular point in time, is that right?---Monitor where they are at a particular point. The GPS on the radio is a safety feature that may be an officer down if they're on the ground, but the rest, it is our understanding that you just can't take that and monitor where a security officer is, the access card or the CCTV.

30 Or the GPS data?---Well, the GPS data is on, if we're just talking about the GPS data on the radio, that is actually, the cars are on a screen, so you can see where the cars are, that's on a screen in the control room, but the GPS data in the radios, from a safety point of view, is about an officer down in terms of tracking data. It should still be falling under the, the workplace surveillance.

Let me ask you this. If you ever suspected that a guard was not fulfilling his or her duties properly, is it your evidence that you could obtain a report of access control records of entry to doors, CCTV images of guards moving through the university, and also audio records of calls to the control room to monitor where that guard was located?---So is it, is a, sorry, the, sorry, there's a lot in it. The front end of the question, are you saying - - -

40 So if you ever suspected that a guard was not fulfilling their duties, is it your evidence that you could obtain a report containing information of that nature – that swipe card data, GPS data and CCTV data – to ascertain where that guard was on campus? Do you say that was beyond your abilities?---There could have been a request for that service, but the request that we come, we get back for those general "Where are they? Did they come in and swipe in, my staff member, at 5 o'clock and did they leave at 9 o'clock that night?" were rejected by OGC Privacy.

Yes, and I understood your evidence last week, you said that you didn't think you could rely on information of that nature to ascertain where security guards were on campus at any given point in time, do you agree? ---When you say you can't rely on it, we're not, we can't access that ourselves and use it. That's, that's, it is - - -

Well, that's right. You're the holder of the information.---That's it.

10 The CSU's got the information, right, doesn't it?---We hold -- no, so our unit hold the information, not the security team, so Campus Infrastructure Services hold that information for the university, the entire university.

Right. And just come back to my question. If you wanted to, or if you ever suspected that a guard was not fulfilling their duties properly, do you say that you were, I think my learned friend Mr Bender said it best, restrained by law from accessing that information to determine that question?---There could have been an application for it, but - - -

20 Well, your evidence, I think you agreed with Mr Bender on Friday, was that you were restrained by law. Do you recall that?---Well, we are restrained by, our understanding was the Workplace Surveillance Act.

All right. If Exhibit 113, page 11, can be brought on the screen, please. 113, page 11, the statement of Morgan Andrews. Okay. If we can go to page 11, please. This is Mr Morgan Andrews' statement of 11 January, 2019. Do you want to read to yourself paragraph 32.---32. Yes.

30 And do you agree Mr Andrews doesn't seem to agree that he was restrained by law with respect to the looking of control entry records, CCTV images and audio records of cause to the control room if he wanted to investigate if a guard was fulfilling their duties at the university?---Yes, but some of that I would disagree with.

I see. You'd disagree with your manager at the time on this statement, would you?---My understanding of, of that information, it's workplace surveillance, except maybe an incident report, guard completing an incident report.

40 All right. So is it your understanding that if Mr Andrews were to fulfil the tasks he's recorded at paragraph 32 of his statement, he'd be breaching some sort of industrial relations law, would he?---No, he'd, sorry. Sorry, is that gone? Just going to - - -

If we go back one page.---Yes, access control, and I never, I would never, I can never recollect Mr actual Ledford providing that sort of report.

Okay.---CCTV, Mr Ledford stands by he can't even use CCTV to look at guards, he has requests, people come to his desk and ask for those, those questions he just categorically denies it. Can't do it.

Okay. Do you know who Ben Hoyle is?---Ah, he's the, he was the new sort of, he'd be just the same level as Mr Sullivan, he was there for a period of time when I was there, before I left.

So the answer is yes then?---I've just, yeah.

10

Did you ever say to him after ICAC executed its warrants at Sydney University that you were a bit worried because you know there could be issues over what you've done with entertainment?---Sorry?

Did you ever say to Ben Hoyle after the warrants were executed by ICAC that you were a bit worried because there could be issues over what you've done with entertainment?---I don't ever remember saying those words.

Have you ever gone to a corporate box for the football?---No.

20

Have you ever been on a boat cruise via a supplier?---On a?

Boat cruise provided by a supplier?---Boat cruise. I don't ever remember being on a boat cruise, best I can remember, but I certainly have never been to a football game and I don't remember telling him about or remember a boat cruise.

Okay. Thank you, Commissioner. Nothing further.

30

THE COMMISSIONER: Is there any reason why the witness can't be excused?

MR ENGLISH: No, there's not, Commissioner, I'm agreeing with you.

THE COMMISSIONER: Okay. Thanks Mr Smith.---Thank you, Commissioner.

You are discharged from your summons and you're free to go.

40

THE WITNESS EXCUSED

[3.26pm]

MR MACKAY: I was going to say, Commissioner, Mr Smith you can go. You did raise a question to me on Friday afternoon whether my client consented to listening to the recording and I've sought instructions and my instructions are that he does not consent.

THE COMMISSIONER: No, that's okay. I can't compel him. All right.

MR ENGLISH: I'm embarrassed. We're out of witnesses.

THE COMMISSIONER: I'm not embarrassed. One thing I did want to take up with you though, what's this word, surveil? I know the police use it but aren't you turning a noun into a verb?

MR ENGLISH: Oh, sorry if I am.

10

THE COMMISSIONER: Where are we going?

MR ENGLISH: Well, tomorrow we've got probably, we've got Mr Roche and Mr Robinson, I'm not sure which order yet.

THE COMMISSIONER: Right.

20

MR ENGLISH: And then I understand we might, we may be able to fit Mr Sullivan in tomorrow. It's not clear, but potentially Mr Sullivan might be able to attend tomorrow, we're making some inquiries.

THE COMMISSIONER: Yes.

30

MR ENGLISH: We were going to call Mr Vitanage. He has a difficulty tomorrow. The plan is now to call him on Wednesday, followed by Messrs Alan, Wayne Andrews and Dr Spence at some stage. That leaves potentially Morgan Andrews to come as well and also a David Owens. The short story is I think we can finish by Wednesday afternoon, but probably more likely Thursday.

THE COMMISSIONER: All right. Well, that sounds good. Well, is there any problem if we start at 10.00 tomorrow?

MR ENGLISH: Not from my end.

THE COMMISSIONER: Sorry, Mr Coleman?

40

MR COLEMAN: No. Just before you adjourn, Commissioner, in respect to the explanation for the document production, I'm instructed my solicitors have sent an email, a letter to the solicitor for the Commission. I'm just inquiring if you want me to address it further. I don't know if you've had a chance to see it, but - - -

THE COMMISSIONER: I have, because it was addressed to me.

MR COLEMAN: Yes, well, there you go. It was addressed to you. So if you want me to address it further on the record I'm - - -

THE COMMISSIONER: No, we'll leave it there I think.

MR COLEMAN: Thank you very much.

THE COMMISSIONER: Yes. Thank you. Okay. So we'll adjourn till 10 o'clock tomorrow is that - - -

MR ENGLISH: Very suitable, thank you, Commissioner.

10 THE COMMISSIONER: All right. Terrific. Thank you.

**AT 3.28PM THE MATTER WAS ADJOURNED ACCORDINGLY
[3.28pm]**