



1/2/21

**CONSENT ORDER**

**COURT DETAILS**

Court Supreme Court of New South Wales  
Division Equity  
List Commercial  
Registry Sydney  
Case number 2018/00371447

**TITLE OF PROCEEDINGS**

Plaintiff **Richmond Valley Council** ABN 54 145 907 009  
Defendant **JLT Risk Solutions Pty Ltd** ABN 69 009 098 864

**PREPARATION DETAILS**

Prepared for **Richmond Valley Council**, Plaintiff  
Legal representative Michelle Fox, Quinn Emanuel Urquhart & Sullivan  
Legal representative reference 06975-00004  
Contact name and telephone Michelle Fox, 02 9146 3500  
Contact email michellefox@quinnemanuel.com

**TERMS ORDER MADE BY THE COURT BY CONSENT**

- 1 Pursuant to rule 21.2(1)(a) of the *Uniform Civil Procedure Rules 2005* (NSW):
  - (a) the plaintiff is to give discovery to the defendant of documents within the classes described at **Annexure A** to these orders;
  - (b) the defendant is to give discovery to the plaintiff of documents within the classes described at **Annexure B** to these orders.
- 2 The orders made on 23 October 2020 be varied such that the date for the parties to provide discovery of any categories either agreed or ordered be extended to **9 April 2021**.
- 3 The discovery referred to in these orders is to be given in accordance with the e-discovery protocol appearing at **Annexure C** to these orders.

**SIGNATURES**

**Plaintiff**  
Richmond Valley Council, plaintiff consents.

**ANNEXURE A**

1. All Documents sent, authored or received by RVC Relevant Persons evidencing, recording, describing or comprising the consideration and/or any decision of Richmond Valley Council to become, or cease to be, a member of Statewide during the Discovery Period, excluding electronic communications sent by RVC to JLT.
2. All Documents sent, authored or received by RVC Relevant Persons evidencing, recording, describing or comprising the consideration and/or any decision of Richmond Valley Council to maintain or obtain membership in Statewide during the Discovery Period (including, but not limited to the terms and cost of such membership) or obtain Relevant Cover through Statewide during the Discovery Period, excluding electronic communications sent by RVC to JLT.
3. All Documents evidencing or recording the consideration of and/or any decision of Richmond Valley Council as to whether to obtain Relevant Cover through any other mutual scheme during the Discovery Period (including but not limited to CivicRisk).
4. All Documents sent, authored or received by RVC Relevant Persons evidencing or recording consideration of, or communications to, from or within Richmond Valley Council regarding, the scope or value to Richmond Valley Council of Additional Services provided by Statewide, during the Discovery Period, excluding documents sent by Richmond Valley Council to JLT and vice versa and excluding documents evidencing or recording the provision of the Additional Services (e.g. claims handling documents).
5. All Documents evidencing, recording or comprising communications sent to or from Statewide Relevant Persons in relation to Relevant Cover, during the Discovery Period.
6. All Documents sent, authored or received by RVC Relevant Persons evidencing, recording, describing or comprising the consideration of and/or any decision of Richmond Valley Council as to whether to obtain Relevant Cover or Additional Services (other than from Statewide), including any offers by, or quotes from, third parties in respect of the provision of Relevant Cover or Additional Services, during the Discovery Period.
7. All Documents exchanged between Richmond Valley Council and any broker or insurance provider or tender agent/tender consultant recording the terms and cost of cover (in the form of insurance or some other form of indemnity) (including but

**Document** has the meaning given to it in the *Evidence Act 1995* (NSW).

**JLT** means JLT Risk Solutions Pty Ltd (formerly Jardine Lloyd Thompson Pty Ltd), defendant in these proceedings.

**Relevant Cover** means insurance or other indemnity (available either through an insurance company or mutual risk pool arrangement) for:

- a. the risk of loss or destruction of, or damage to, property and consequential loss (similar to that provided under 'Industrial Special Risks' insurance); and/or
- b. liability to third parties (similar to public liability and professional indemnity insurance).

**Relevant Period** means 1 January 2009 to 3 December 2018.

**Richmond Valley Council** means the plaintiff in these proceedings.

**RVC Relevant Persons** means:

- (i) Deborah McLean (Manager Governance and Risk);
  - (ii) Vaughan MacDonald (General Manager);
  - (iii) Brian Wilkinson (General Manager);
  - (iv) John Walker (General Manager/Chief Executive Officer);
  - (v) Jacqui Parry (Manager Governance and Risk); and
  - (vi) Sue Parle (Manager of Governance and Risk),
- or any individual holding the equivalent position to these individuals at any time during the Discovery Period.

**Statewide** means the NSW Local Government (Jardine Lloyd Thompson) Mutual Liability Scheme.

**Statewide Relevant Persons** means:

1. Bill Warne (2010-2018);
2. Bob Gerarghty (2009-2010);
3. Brian Bell (2013-2017);
4. Craig Richardson (2013-2017);
5. Daryl Dutton (2009-2012);
6. Daryl Hagger (2009-2016);
7. Gary Murphy (2015-2018);
8. Guy McAnally-Elwin (2011-2018);
9. Jack O'Hara (2013-2018);
10. Kyme Lavelle (2009-2015);
11. Melissa McCoy (2013-2018);
12. Nick Tobin (2009-2014);
13. Paul Henry (2009-2012);
14. Peter Wilson (2009-2012);

## ANNEXURE B

1. All Documents constituting or recording advice or recommendations provided by JLT Relevant Persons to RVC Relevant Persons during the Relevant Period regarding the plaintiff's Property insurance and/or Liability insurance in relation to availability or terms (including coverage, limits and deductibles), including but not limited to file notes of meetings or conversations between JLT Relevant Persons and RVC Relevant Persons.

For the avoidance of doubt, this does not include Documents relating to other aspects of the plaintiff's Property insurance and/or Liability insurance (including but not limited to administrative matters, claims, or risk management).

2. All Documents recording, referring to or evidencing:
  - a. the reason why the plaintiff's property rate contribution was adjusted, being the adjustment referred to in the email from Adam Hellier to Deborah McLean dated 8 February 2016 (and identified by JLT with bates number JLT.008.014.3993) (**Property Contribution Adjustment Decision**);
  - b. any discussion (oral or written) between JLT, Statewide and/or the plaintiff in connection with the Property Contribution Adjustment Decision, including, but not limited to, Documents recording or referring to:
    - i. the November 2015 meeting referred to in JLT.008.014.3993 (**November Meeting**);
    - ii. communications between JLT and Statewide relating to the November Meeting; and/or
    - iii. communications between JLT and Statewide regarding the Property Contribution Adjustment Decision; and/or
  - c. the communication of the Property Contribution Adjustment Decision to the plaintiff,

including but not limited to file notes or records of conversations between JLT, Statewide and/or the plaintiff.

3. NOT AGREED
4. All Documents constituting or recording communications or meetings between JLT and Statewide relating to the placement or the renewal of the plaintiff's Property insurance and/or Liability insurance for FY2010 to FY2017.
5. All internal communications of JLT relating to the placement of Property insurance and/or Liability insurance on behalf of The Hills Shire Council by JLT in the 2018/19 and 2019/20 insurance years.
6. All Documents sent, authored or received by Naamon Eurell recording Naamon Eurell's allocation of contributions of individual members of Property and Liability cover as referred to in [40](d)] of the Eurell Affidavit.

- (iv) Naamon Eurell;
- (v) John Attenborough;
- (vi) Keely Autrey;
- (vii) Stephen Penfold;
- (viii) Gabriele Sickinger;
- (ix) Martin Townsend;
- (x) Stuart Whitbread; and
- (xi) Adrian Jones,

or any individual holding the equivalent position to these individuals at any time during the Relevant Period.

N. **"RVC Relevant Persons"** means:

- (i) Deborah McLean (Manager Governance and Risk);
- (ii) Vaughan MacDonald (General Manager);
- (iii) Brian Wilkinson (General Manager);
- (iv) John Walker (General Manager/Chief Executive Officer);
- (v) Jacqui Parry (Manager Governance and Risk); and
- (vi) Sue Parle (Manager of Governance and Risk),

or any individual holding the equivalent position to these individuals at any time during the Relevant Period.