

OUTCOME DETAILS

Supreme Court - Civil
at Supreme Court Sydney
on 12 July 2021

2019/00232749-004, 2019/00232749-002, 2019/00232749-001, 2019/00232749-007, 2019/00232749-010, 2019/00232749-003, 2019/00232749-006, 2019/00232749-005 / Cross Summons 003: WSP Structures Pty Ltd v EVOLUTION PRECAST SYSTEMS PTY LTD, Cross Summons 001: SYDNEY OLYMPIC PARK AUTHORITY trading as Sydney Olympic Park Authority v Australia Avenue Developments Pty Ltd, Summons: Terry Walter Williamson v SYDNEY OLYMPIC PARK AUTHORITY trading as Sydney Olympic Park Authority, Cross Summons 006: EVOLUTION PRECAST SYSTEMS PTY LTD v WSP Structures Pty Ltd, Cross Summons 007: SYDNEY OLYMPIC PARK AUTHORITY trading as Sydney Olympic Park Authority v AUSTRALIA AVENUE DEVELOPMENTS PTY LIMITED, Cross Summons 002: Icon Co (NSW) Pty Ltd v WSP Structures Pty Ltd, Cross Summons 005: Australia Avenue Developments Pty Ltd v Icon Co (NSW) Pty Ltd, Cross Summons 004: Icon Co (NSW) Pty Ltd v EVOLUTION PRECAST SYSTEMS PTY LTD

HH makes orders in terms of Consent Order as amended, initialled and dated today's date:

Consent Order

The Court notes:

1. In these orders:

- a. "Confidential Documents" means the documents produced by Westpac Banking Corporation (Producing Party) in a packet marked "Confidential Documents" in response to the subpoena filed on 2 June 2021.
- b. "Undertaking" means an undertaking substantially in the form appearing at Annexure A to these orders.

2. The documents to be produced in response to subpoena will be produced in two packets, one being marked confidential, and containing the Confidential Documents.

3. These orders relate to the inspection, copying and use of a copy of the Confidential Documents and, subject to further orders of the Court, do not relieve the parties who have signed the Undertaking from the obligations imposed by that Undertaking.

4. These orders may be varied by further order of the Court. The parties have liberty to apply to the Court for a variation of these orders on 3 days' notice.

The Court orders:

1. Subject to order 2, there be general access to the Confidential Documents.

2. The Confidential Documents may only be uplifted by a legal representative of a party to the proceeding who has first signed the Undertaking and thereafter may only be used by such legal representative in accordance with the terms of the Undertaking.
3. Subject to order 4 below, at the conclusion of this proceedings, and upon receipt of written request of the Producing Party, the parties must, unless otherwise required by law, take reasonable steps to:
 - a. Cause the deletion of any electronic copies of the Confidential Documents from the document management systems and document management databases of:
 - i. their legal representatives;
 - ii. independent experts retained on their behalf; and
 - iii. in the case of the plaintiffs, the plaintiff's litigation funder;
 - b. Delete all electronic copies of the Confidential Documents from their document management systems and document management databases;
 - c. Destroy all hard copies of the Confidential Documents;
 - d. Provide written confirmation to Lauren Fong, representative of the Producing Party, of compliance with orders 3(a) to 3(c) above.
4. Nothing in order 3 above requires the deletion of information contained in backup storage.
5. There be liberty to apply on three days' notice.

Justice M Ball

Signed

Date

Annexure A – Undertaking

Confidentiality Undertaking

Terry Walter Williamson & Anor v Sydney Olympic Park Authority

Supreme Court of New South Wales Proceedings No. 2019/000232749

In this undertaking:

Confidential Documents means the documents produced by Westpac in a packet marked “Confidential Documents” in response to the Subpoena.

Proceedings means Supreme Court of New South Wales proceedings number 2019/000232749.

Subpoena means the subpoena issued in the Proceedings by the Supreme Court of New South Wales on 2 June 2021 addressed to Westpac.

Westpac means Westpac Banking Corporation ABN 33 007 457 141.

I, [INSERT NAME], [INSERT CAPACITY], of [INSERT ADDRESS] undertake to Westpac as follows:

1. Subject to the terms of this undertaking, I will at all times keep confidential the Confidential Documents and the information within them.
2. I will not use the Confidential Documents or the information within them for any purpose other than the purpose of the conduct of these Proceedings, subject to paragraph 8 below.
3. Subject to paragraphs 4 and 7 below, the Confidential Documents and the information within them will not, without the prior written consent of Westpac, be disclosed by me either directly or indirectly to any person including the parties to the Proceedings, their servants and agents.
4. The Confidential Documents and the information within them may be disclosed by me only:
 - (a) To a solicitor or counsel retained on behalf of a party to the Proceedings who has first executed a confidentiality undertaking in the same terms as this undertaking;
 - (b) To a representative of the plaintiffs’ litigation funder who has first executed a confidentiality undertaking in the same terms as this undertaking;
 - (c) For the purpose of the conduct of the Proceedings, to an independent expert retained by a party to the Proceedings who has first executed a confidentiality undertaking in the same terms as this undertaking;
 - (d) To administrative staff (including secretaries and assistants) working within my office;
 - (e) To the Court for the purposes of the Proceedings;

- (f) To a party or a representative of a party for whom I am acting in the Proceedings who has first executed a confidentiality undertaking in the same terms as this undertaking; and
- (g) Pursuant to any direction or order of the Court or as otherwise required by law.
5. If the Confidential Documents are provided to an independent expert retained by a party to the Proceedings and the independent expert proposes to refer to the Confidential Documents or the information contained in them in a report that the independent expert will produce for the purposes of the Proceedings, then:
- (a) I will instruct the independent expert to include the Confidential Documents or the information contained in them in a confidential annexure to the report; and
- (b) I will disclose the confidential annexure only in accordance with paragraph 4 above. **[Corrs note: delete paragraph 5 from the undertakings to be signed by counsel, experts and representatives of the plaintiffs' litigation funder]**
6. I will provide, or arrange to be provided, a copy of this undertaking to the solicitors for Westpac at lauren.fong@westpac.com.au within three business days of the undertaking being signed.
7. The Confidential Documents and the information within them may be disclosed by me to any other person who has been approved in writing by Westpac and who has signed an undertaking in the same form as this confidential undertaking.
8. If I conclude that production of the Confidential Documents in the Proceedings is required, I will notify the solicitors for Westpac in writing:
- (a) The reason or reasons why production is required;
- (b) Who will receive copies of the Confidential Documents;
- (c) The date which the documents are intended to be produced.
9. I will provide written notice to Westpac if any order of the Court discloses the Confidential Documents and information within them to the parties to the Proceedings, their servants and agents. **[Corrs note: delete paragraph 9 from the undertakings to be signed by counsel, experts and representatives of the plaintiffs' litigation funder]**
10. Unless required by law, I will, upon conclusion of the Proceedings, ensure that any documents made by me or given to me recording the information within the Confidential Documents are destroyed, however, nothing in this paragraph 10 requires the deletion of information contained in backup storage.

Signed: _____

Dated: _____