



# Select Committee on the 2026 Commonwealth Games Bid

**Hearing Date:** 9 October 2023

## **Questions taken on notice**

**Directed to:** Department of Premier and Cabinet

**Received Date:** [Office Use]

### **1. Joe McCracken, page 53**

#### **Question Asked:**

Are you able to provide us with the letter of engagement and those sorts of documents that you would have had to go through to have those initial discussions and also the actual letter? Can you provide those documents?

#### **Response:**

- (a) Arnold Bloch Leibler (ABL) engagement letter dated 27 June 2023 and signed 1 August 2023. Executive Privilege is claimed in relation to parts of the document on the basis that disclosure would be contrary to the public interest as it would materially damage the State's financial or commercial interests.
- (b) Email from Secretary, DPC to ABL dated 9 August 2023

### **2. David Davis, page 56**

**Question asked:** I would ask you if you could update that time line with meetings with the Premier that discussed the Commonwealth Games; that would be my first request. It would be helpful for the committee to know when the Premier knew various items and when briefings were held for him on these matters.

#### **Response:**

The Secretary's Opening Statement to the Committee detailed key dates on which the Secretary discussed matters with the Premier. This includes 13 June and 14 June 2023.

DPC notes that the Secretary meets with the Premier regularly as part of his role, and it is not possible to itemise each meeting in which the Commonwealth Games were discussed.

### **3. Additional questions on notice**

#### **Question 1:**

The revised costings of \$6.865 billion were released by Daniel Andrews on 19 August 2023.

- a. The OCG and OC have refuted the suggestion that they prepared the revised costings. Therefore, what role did DPC take in the preparation of these revised costings?
- b. The OCG and OC gave evidence that they provided partial costings through the June-July period. What were the final costings provided by the OC and the OCG used by DPC in the \$6.865 billion figure?

**Response:**

The Commonwealth Games budget document published on 19 August 2023 which sets out July 2023 estimated costs and cost pressures is a direct translation of figures contained within the Cabinet Committee submission written by the OCG, OC and DJSIR and considered by government on 14 July 2023. It should be noted that policing and transport costs set out in that submission were estimates provided by Victoria Police and the Department of Transport respectively and not the responsibility of the OCG or OC. The published document was reviewed by DPC and DTF to ensure it accurately reflected the figures in the submission.

**Question 2:**

According to evidence supplied to the committee from the departmental questionnaire, “DPC also led on the cancellation and negotiations related to the termination of the 2026 Commonwealth Games.”

- a. On what date did DPC take the lead on the potential cancellation?
- b. In your testimony, you detail “I was asked to seek that advice” in relation to external lawyers. Who was the person who asked you?
- c. At what time on the 14th June did you speak with the Premier?
- d. At what time on the 14th June did you engage Arnold Bloch Leibler?
- e. During the conversation with the Premier on 14th June, did the Premier indicate his preference for Arnold Bloch Leibler?
- f. Can you provide the committee with a list of other circumstances where Arnold Bloch Leibler was engaged by DPC since January 2015?

**Response:**

- a. As noted in the Secretary’s Opening Statement: On 14 June 2023, the Secretary, DPC and Premier agreed that all options relating to the Games needed to be on the table, including the potential cancellation.

DPC subsequently led on any elements relating to the potential cancellation of the Games.

- b. As noted above, the Secretary, DPC and the then-Premier Daniel Andrews agreed every option needed to be on the table on 14 June 2023. The Secretary, DPC subsequently engaged Arnold Bloch Leibler (ABL).
- c. Mid-afternoon.
- d. Approximately 5pm
- e. The then Premier and Secretary agreed that ABL should be briefed. The Secretary subsequently made the decision to engage ABL.
- f. Between January 2015 and June 2021, DPC engaged Arnold Bloch Leibler on thirteen other occasions, including on the following topics:
  - East West Link matters – February-May 2015
  - Legislative and other advice for First Peoples-State Relations including a review of the Aboriginal Land Act 1970 (Vic), and advice on Victorian treaty legislation and associated structures

**Question 3:**

The \$2 billion in additional cost pressures identified by the government and reviewed by DPC include “hyper escalation drivers by compressed timelines” and “regional supply constraints and broader inflationary pressures across the economy”. Why do these cost pressures only apply to the Commonwealth Games?

- a. Can you provide the committee with a list of other State Government projects where additional cost pressures have been identified due to the same measures?

**Response:**

All projects identify and quantify risks and the government considers those risks when making funding decisions.

Every project’s risks are different. Some risks may be unlikely to materialise, some are able to be mitigated and others are likely to occur and have limited mitigations.

The Commonwealth Games had a particularly unique model due to the distributed regional games model. These challenges were reflected in the additional cost pressures identified, including hyper escalation drivers and regional supply constraints.

**Question 4:**

Did DPC provide Commonwealth Games briefings to Ms Allan in her capacity as Deputy (or Acting) Premier? If so, on what dates?

**Response:**

DPC did not provide any Commonwealth Games-specific briefings to Ms. Allan in her capacity as Deputy Premier or Acting Premier.

**Question 5:**

On what date did DPC receive the \$4.2 billion budget bid which triggered the basis of your future advice to the Premier that DPC would brief against the bid?

- a. On what date did you first see the \$4.2 billion budget bid?
- b. Who in DPC prepared the brief against the bid?

**Response:**

DPC received a draft submission which included the \$4.2 billion funding request in June 2023. As stated in the Secretary's opening remarks a draft submission had been received just prior to 13 June which was the basis for the Secretary advising the Premier that DPC would likely brief against the submission, which at that time outlined the costs of \$4.2 billion, plus police and transport costs, plus significant further risks. The finalised submission was lodged on 7 July 2023, and was considered by government on 14 July 2023.

The briefing to the Premier on this submission was prepared and approved by relevant executives within DPC, including the:

- Director, Visitor Economy, Sport and Commonwealth Games
- Executive Director, Economic Development and International
- Deputy Secretary, Economic Policy and State Productivity; and
- Secretary, DPC.



MELBOURNE  
SYDNEY

Partners  
Mark M Leibler AC  
Henry D Lanzer AM  
Joseph Borenszajn AM  
Leon Zwier  
Philip Chester  
Ross A Paterson  
Stephen L Sharp  
Kenneth A Gray  
Kevin F Frawley  
Zaven Mardirossian  
Jonathan M Wenig  
Paul Sokolowski  
Paul Rubenstein  
Peter M Seidel  
John Mitchell  
Ben Mahoney  
Jonathan Milner  
John Mengoian  
Caroline Goulden  
Matthew Lees  
Genevieve Sexton  
Jeremy Leibler  
Nathan Briner  
Justin Vaatsbra  
Clint Harding  
Susanna Ford  
Tyrone McCarthy  
Teresa Ward  
Christine Fleer  
Jeremy Lanzer  
Bridget Little  
Gia Cari  
Jason van Grieken  
Elyse Hilton  
Jonathan Orher  
Stephen Lloyd  
Scott Phillips  
Gavin Hammerschlag  
Shawn Carlson  
Damien Cusack  
Dorian Hemmeron  
Rebecca Zwier  
Consultant  
Jane C Sheridan  
Special Counsel  
Sam Dollard  
La La De Melo  
Emily Simmons  
Bridgid Cowling  
Rosalie Cattermole  
Rachel Soh  
Ari Watne  
Senior Associates  
Brianna Youngson  
Kaitlin Lowdon  
Stephanie Campbell  
Claire Stukke  
Briely Trolope  
Laura Cochrane  
Greg Judd  
Ben Frits-O'Toole  
Elly Bishop  
Raphael Leibler  
Gabriel Sakhal  
Mark Macrae  
David Monteith  
Lisa Garson  
Vidushee Deora  
Luke Jedynek  
Emily Korla  
Chris Murphy  
Michael Reggise  
Anna Sapountzis  
John Birrell  
Alexandra Harrison-Ishlov  
Claire Southwell  
Luise Squire  
Ari Bendet  
Matthew Davies  
Grace Cho  
Lucy Eastoe  
Naeha Lal  
Michelle Ainsworth  
Micaela Bernfield  
Crosby Radburn  
Jessica Willis  
Mark Azfar  
Gabrielle Theunissen-Blackshaw

27 June 2023

By E-mail

Your Ref

**CONFIDENTIAL & PRIVILEGED COMMUNICATION**

File No. 011924976

Contact

Leon Zwier

Direct [REDACTED]

Jeremi Moule  
Secretary  
Department of Premier & Cabinet  
Level 2  
1 Treasury Place  
Melbourne Vic 3000  
Email [REDACTED]

Dear Jeremi

**Advice**

Thank you for your instructions. We are pleased to act for you in this matter.

A brief summary of your instructions, the basis on which we will charge you, an estimate of your legal costs (professional fees, disbursements and service charges), the names of your primary contacts at Arnold Bloch Leibler and the terms of our engagement are set out in this letter and the attached Terms.

**Primary contacts**

I am the partner responsible for your matter and will be assisted by other partners and lawyers as required. Please contact me if you wish to discuss the costs or the proposed course of action involved in carrying out the work, or if you have any questions about this letter or the attached Terms.

I will need to further consider the retention of additional experts such as Senior Counsel.

We are required to stipulate a precise estimate of legal costs for this project. It is extremely difficult to estimate that sum at this time. We estimate our fees for the first phase of the matter at \$200,000 plus GST. We will revert to you with a further estimate of costs once that amount has been exhausted.

We have reduced our current standard rates by 10% across all levels of lawyers, consistent with our engagement on similar matters for the State of Victoria.

Please contact me if you wish to discuss the costs or the proposed course of action involved in carrying out the work, or if you have any questions about this letter or the attached Terms.

### Scope of instructions

We will be acting for the Department of Premier & Cabinet (**DPC**).

You have asked us to act for and to provide the DPC strategic advice and to assist with managing and resolving a number of key legal and commercial issues that have arisen in relation to the 2026 Commonwealth Games agreements.

### Basis on which we will charge

We use a time costing basis to calculate our professional fees. The current hourly charge-out rates for people working on your matter are:

Name	Position	Standard rate GST exclusive	10% discount rate GST exclusive
Leon Zwier	Partner		

We deliver value to our clients by working in a cost-effective manner and engaging a level of seniority appropriate to the task.

The range of rates for other people who may become involved and further information about the basis on which we calculate legal costs including professional fees, disbursements and service charges are set out in the attached Terms. We confirm that we will apply a 10% discount to the rates of other lawyers who become involved.

### Estimated costs

As noted above, we estimate our fees for the first phase of the matter at \$200,000 plus GST (excluding counsel's fees and disbursements). We will come back to you with a further estimate of costs once that amount has been exhausted.

This estimate and any future estimates we provide are not fixed or capped unless expressly stated. Our estimate(s) may be amended if your instructions, the scope of the work or other relevant circumstances change, or if requested documents or instructions are not provided in a timely manner. If the scope of the work or our estimate of your legal costs change significantly, we will advise you and discuss an appropriate course of action with you.

### Costs Agreement

This letter and the attached Terms, including a limitation of our liability, form a Costs Agreement under the *Legal Profession Uniform Law (Victoria)*.

### Victorian Government Legal Services Panel Deed of Standing Offer for the Provision of Legal Services (Deed)

We confirm that we are not Panel lawyers and we are not a party to the Deed. We are not bound by the indemnities in favour of the DPC or to the reporting requirements contained in the Deed. We also confirm that this letter and the Terms prevail over the Deed, including but not limited to the extent of any inconsistency between this letter (and the Terms) and any of the provisions contained in the Deed.



You may accept this Costs Agreement by continuing to instruct us in this matter, or by signing a copy of this letter and returning it to me by post, electronically or in person.

We look forward to working with you on this matter.


Yours sincerely

**Leon Zwier**  
Partner

Enc

**Confirmation of Acceptance**

For and on behalf of the Department of Premier & Cabinet

Signature: .....  


Name: Jeremi Moule

Position: Secretary

Date: 1 August 2023 .....

# Arnold Bloch Leibler

Lawyers and Advisers

## Terms

### Your instructions to us

Your instructions to us are summarised in the attached engagement letter. This document sets out additional terms of the engagement. If either document is unclear, please contact the partner responsible for your matter.

When required, please provide your instructions without delay. We may ask you to confirm your instructions in writing.

### Authority to instruct us

Where acting jointly for more than one party or individual, or where being instructed by an approved third party, you agree that we are able, without affecting any instructing party's ability to provide instructions to us, to receive and act upon instructions from any one instructing party without any form of limitation. You also agree that we will not be in breach of any obligation of confidence owed to an instructing party if we disclose information relevant to the matter received from that party to another instructing party in the same matter.

Unless instructed otherwise, we assume that any and all of your employees, directors, officers and agents who instruct us are authorised to do so and that we may act on their oral instructions. If you engage us as agent for a third party you warrant that you have the actual authority of that third party to do so.

### Protecting privilege

To protect privilege, you should not disclose our communications, deliverables or advice to any third party or store those materials where they can be accessed by another individual.

### Our work for you

We will keep you updated on the progress of your matter and any substantial changes to the way we manage your matter. You may request a written progress report, including a report of the legal costs, at any time.

We may communicate with you via electronic means. There are inherent risks associated with communication by digital means. Law firms and their clients are an increasing target for hackers. We cannot ensure the security of such communications. You agree to accept the risks involved in those forms of communication, including the risk of viruses, defects, corruption or access by an unauthorised person. We do not accept liability for any loss or damage (whether direct, indirect, consequential or economic) that may result from any communication or attached file. Our liability is limited to the cost of re-supplying the communication.

### Legal costs

The engagement letter sets out the estimate of legal costs (professional fees, disbursements and service charges) we will charge in your matter.

You have the right to negotiate a Costs Agreement, including the billing method, with us. You may wish to seek independent legal advice before agreeing to the legal costs we propose to charge in this matter.

Fees for legal personnel (including paralegals and graduate lawyers) are charged in six minute units using an hourly rate reflecting their experience and skill. Charge-out rates are reviewed periodically.

Hourly rates for people who may be required to assist with your matter are generally within the following bands:

Position	GST exclusive
Partner	
Special Counsel	
Senior Associate	
Lawyer	
Law Graduate	
Paralegal	

Some of our people may charge at hourly rates outside of the bands above due to their particular expertise (for example, tax partners).

Disbursements, which are the expenses we incur on your behalf (such as filing fees) and service charges, are also payable by you. Any domestic and international travel and accommodation expenses will be charged to you at cost.

Our service charges are:

Photocopying, printing and scanning:

- in-house \$0.30 per page
- outsourced 100% of cost

Search fees:

- external search cost 100% of cost
- internal search charge \$20 (non-complex)
- complex searches, filings and lodgements are charged at \$160 per hour (including complex ASIC, property, Court and registry searches, lodgements, filings and collections by us at Registries and Courts)



### *Engagement of others*

Where we engage another party or service provider (for example, barristers, expert witnesses, overseas lawyers, document analysis software) on your behalf, we will provide you with details of the other party's fees which you will be liable to pay. You will generally be asked to put us in funds before we incur disbursements. You may be asked to enter into a costs agreement directly with that party.

We rely on information we are given as to the qualifications of the other party or service provider but take no responsibility for that selection and give no warranty as to the ability of the other party of service provider to appropriately carry out the work or as to their quality of that work.

### *Reviewing and duplicating your file*

Where you take possession of your file, or we are required to disclose information relating to your matter by law, we may charge you for reasonable time and expense costs of reviewing and duplicating materials, providing them to a third party or otherwise complying with our legal obligations.

### **Bills and payment**

We will generally send your bill by post. We may send your bill by fax, email or mobile to the number or address specified by you. Please inform us if you do not consent to receiving your bills in an electronic format.

Please be aware of the increase in cybercrime and fraud. If you receive an email purporting to be from us which seeks to direct a payment to bank details which differ from those which we have already given you (in our engagement letter and on your bills) it is unlikely to be genuine. Please do not reply to the email or act on any information contained in it but contact us immediately.

We may ask you to lodge sufficient funds in our trust account to be used to pay interim bills. If the funds held are insufficient, you will be required to pay the balance promptly upon receipt of the bill.

You have a right to receive a bill under the *Legal Profession Uniform Law (Victoria)*. We will send you bills on a monthly basis and a final bill at the completion of the matter. Bills will include our fees, disbursements and service charges. You have the right to request an itemised bill within 30 days of receipt of a bill that is not itemised, or is only partially itemised.

We ask you to pay our bills in full upon receipt. If all or part of a bill remains unpaid after 30 days we will charge interest on the amount outstanding. Interest will be calculated at a rate equal to 2 per cent plus the Cash Rate Target per annum specified by the Reserve Bank of Australia as at the bill date. Further information on the Cash Rate Target is available at: <http://www.rba.gov.au/statistics/cash-rate>.

### **Goods and Services Tax**

All fees, disbursements and service charges quoted in these Terms and the accompanying engagement letter are stated exclusive of GST. If our services are subject to GST, our professional fees, disbursements and service charges will include an additional

amount for GST. We will provide you with a valid tax invoice for any taxable supplies. Relevant GST exemption tests will be applied. Where appropriate GST will not be charged.

### **Foreign currency**

If we are billed on your behalf by an international agent in a unit of currency other than Australian dollars, and a foreign currency exchange difference arises between the foreign currency payment to the agent and the Australian dollar payment you pay to us, where the difference is less than \$500, you will not be required to pay us the difference, and we will not be required to reimburse you the difference, and you authorise payment of the difference to our account.

### **Indemnity**

You agree with us (for ourself and for each of our partners, employees and agents) (together, the "Indemnified Persons") that, to the maximum extent permitted by law:

- (a) you will indemnify and hold harmless the Indemnified Persons jointly and severally from and against all claims, actions, proceedings, demands, liabilities, losses, damages, consequential loss, costs and expenses suffered or incurred (whether directly or indirectly) ("**Liabilities**" or "**Liability**") by any Indemnified Persons in any jurisdiction in relation to this engagement or the matters the subject of this engagement;
- (b) all costs and expenses payable in respect of the indemnity contained in paragraph (a) above will be paid promptly by you on demand to the person(s) to whom it is due, unless those costs and expenses have been incurred by any Indemnified Persons, in which case those costs and expenses will be reimbursed by you promptly on demand, including those reasonably incurred in connection with the investigation of, preparation for or defence of, any pending or threatened litigation or claim within the terms of the indemnity in paragraph (a) above or any matter relating to any such litigation; and
- (c) no Indemnified Persons will have any liability whatsoever to you or any person asserting claims on behalf of or in right of you for any Liability suffered or incurred by you in relation to our engagement or any other matter referred to in this engagement letter, including but not limited to our role (if any) on a due diligence committee and any disclosure made by you and its board of directors where the engagement includes or involves a capital raising,

other than to the extent any Liabilities are determined by a judgement of a Court of competent jurisdiction to have resulted from the gross negligence, wilful default, wilful misconduct or fraud on the part of the Indemnified Persons. Sums already paid by you under this indemnity but which fall within this proviso will be reimbursed in full.

For the avoidance of doubt, where the engagement includes or involves a capital raising the indemnity

applies in relation to any Indemnified Persons participating on any due diligence committee in any capacity in relation to this matter (including but not limited to as chair, member, observer, secretary or otherwise).

The provisions of this letter in favour of an Indemnified Person are intended to be for the benefit personally of each Indemnified Person and each such person may personally enforce the indemnity, the limitation of liability, the limitation of liability of third parties, and reimbursement arrangements for their benefit.

You acknowledge and agree that the indemnity in this clause is reasonable in the circumstances.

The indemnity, the limitation of liability, the limitation of liability of third parties, and reimbursement arrangements are continuing obligations, may have multiple applications, are in addition to any other rights of any Indemnified Person and will survive any termination or completion of this engagement and of any arrangements or other services arising out of or in connection with this engagement or the relationship established by the attached engagement letter.

### **Limitation of liability**

Our total aggregate liability to you in respect of all claims you may have against us arising in connection with this matter or any related matters (whether direct or indirect, in contract, tort, equity, under statute or otherwise) is limited to an amount equal to five times our professional fees (excluding service charges and GST).

You may not recover from us, in contract or tort, equity, under statute or otherwise, any amount with respect to any consequential, incidental, indirect or special loss (including loss of profit or data or any damage to goodwill) in connection with claims you may have against us relating to or arising in connection with this matter or related matters, whether or not the likelihood of such loss or damage was contemplated.

The limitations above will not apply to any liability arising as a result of fraud on our part nor to any liability which cannot lawfully be excluded or limited.

### **Apportionment of liability**

If we are liable to pay any amount to you in compensation for loss you have suffered and if you, any other person, party or service provider (including other advisers to you) contributed to that loss, the amount payable by us shall not exceed the amount that would ultimately be payable by us if damages were allocated between the parties in proportion to their respective degrees of fault, negligence or wilful misconduct contributing to the loss suffered, regardless of any contractual or other limitation of their liability, and/or ability to pay and/or limitation defences available to them.

### **Privacy**

Our privacy policy is available at [www.abl.com.au](http://www.abl.com.au).

### **Conflicts and confidentiality**

We comply with our obligations to keep information regarding your matter confidential and to avoid conflicts of interest.

If asked to act for a client in relation to a matter involving another client, we will only act where we have satisfied ourselves that it is proper to do so, obtained conflict waivers, and where we have established effective information barriers to protect clients' confidential information and to deal with potential conflicts of interest. Confidential information of the other client which is known to members or employees of the firm will be quarantined and not made known to those working on your matter nor used for your benefit.

### **Termination**

Either party may terminate the engagement at any time by written notice, subject to our professional responsibility requirements.

If the engagement is terminated, we will have and exercise a lien over all documents, funds, records and securities in any form whatsoever held on your behalf until you have paid in full all our bills for all matters in respect of which you have retained us. You will receive a final bill which will include all outstanding legal costs and you must pay the legal costs up until the date we ceased to act.

### **Archiving and destroying documents**

We store documents for a minimum of seven years prior to their destruction (except where longer retention periods are required by law). You may request in writing that the documents relating to your matter be stored for longer periods.

Subject to any specific request, you authorise us to destroy the documents relating to your matter at the end of the minimum retention period.

We may convert your documents (except documents in safe custody), to any format that meets relevant statutory requirements for records retention, which might include document imaging, and destroy the paper documents, before the end of that retention period.

If you wish to take possession of the documents relating to your matter, you may do so after all money owing by you to us has been paid. Duplicate documents will be kept for the remainder of the storage period to meet legal requirements.

We may agree to hold original signed or executed legal documents for you in our safe custody facility upon your request. Upon their expiry, the documents will be returned to you. If we are unable to contact you for their safe return, the documents may be securely destroyed. We do not accept liability for any claim or loss (including any consequential loss) in connection with our storage, destruction or the loss of documents that we hold on your behalf.

### **Queries or concerns**

We are confident that you will receive a high quality service from us. However, if you have any query or concern in relation to any aspect of our service,



please raise them first with the partner responsible for your matter.

We expect that we will be able to resolve with you any dispute in relation to your legal costs. In the unlikely event that we are unable to resolve a dispute, the following avenues are open to you under the *Legal Profession Uniform Law (Victoria)* ("Uniform Law"):

1. You may make a complaint in writing to the Legal Services Commissioner under Part 5.2 of the Uniform Law. Complaints must be made within 60 days after the legal costs are payable, or within 30 days after an itemised bill is requested and provided.
2. You may seek a costs assessment under Division 7 of Part 4.3 of the Uniform Law. An application must be made to the Costs Court Registrar within 12 months after the bill was given or request for payment was made; or within 12 months after the costs were paid if neither a bill was given nor a request was made.

### **Costs awarded by a Court**

Special circumstances apply to litigious matters. The usual rule is that a Court awards the costs of a proceeding to the successful party. The amount of costs awarded does not usually cover all of the costs actually incurred by a party.

If a Court makes an order that you pay another party's costs, they will be in addition to the costs payable by you to us. If a Court orders another party to pay your costs, you are still required to pay us the full amount of our bills, even if you are unable to enforce the costs order against the other party.

### **Applicable law**

This agreement is governed by and construed in accordance with the laws in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to an action being brought in those courts.

The Uniform Law as applied in Victoria is applicable to legal costs in this matter.

**From:** [Jeremi Moule \(DPC\)](#)  
**To:** [Leon Zwi](#)  
**Cc:** [Miriam Holmes \(DPC\)](#)  
**Subject:** Engagement of ABL  
**Date:** Wednesday, 9 August 2023 4:26:00 PM  
**Attachments:** [ABL Engagement Letter - SIGNED.pdf](#)

---

Leon

Please find attached a signed copy of the ABL engagement letter provided to DPC on 27 June 2023 for the initial phase of strategic advice and to assist with managing and resolving a number of key legal and commercial issues that have arisen in relation to the 2026 Commonwealth Games agreements.

The initial phase is defined as the period of time from when you were briefed by me until the conclusion of discussions in London. A second phase would take us through until the conclusion of the mediation discussions scheduled for 17-18 August. A further phase will be required beyond the mediation.

To assist in managing this engagement can you please:

- Confirm costs to date, including disbursements for the initial phase of work by providing an invoice.
- Provide a quote estimate for costs for completion of the remaining phases, noting that the third phase will be difficult to quantify at this time.

DPC would also like to finalise contractual arrangements for the remaining phases of work and alignment with our general legal services requirements such as pro bono obligations.

The DPC key contact on engagement matters is Miriam Holmes, A/General Counsel who can be contacted directly at [REDACTED] or [REDACTED]

Regards  
Jeremi

**Jeremi Moule**  
**Secretary**  
**Department of Premier and Cabinet**  
[REDACTED]

OFFICIAL