

Royal Commission into Institutional Responses  
to Child Sexual Abuse

**Supplementary Statement of Liam Joseph Whitley**

**YMCA NSW**

**Name:** Liam Joseph Whitley

**Address:** [REDACTED]

**Occupation:** General Manager of Children's Services

**Date:** 28 October 2013

1. My full name is Liam Joseph Whitley. I am 47 years old.
2. This is the second statement I have made in relation to the Royal Commission's Case Study No 2. The defined terms in this statement have the same meaning as in my first statement dated 22 October 2013.

**Responses to sections 5 and 6 of the Royal Commission's 27 September 2013**

**Letter**

3. In relation to sections 5 and 6 of the 27 September 2013 Letter, I respond as follows.

*(5) Advice received by the YMCA NSW from the NSW Police from 30 September 2011 to 18 January 2013*

4. As General Manager of Children's Services (**GMCS**), I was the primary point of contact during the period 30 September 2011 and 18 January 2013 between YMCA NSW and NSW Police and, in particular, the Joint Investigation Response Team (**JIRT**) and the Joint Investigation Response Squad (**JIRS**). Upon being contacted by JIRS (as set out at paragraph 48 below), I initially liaised with Detective Senior Sergeant Glyndwr Baker of JIRS, then with Detective Inspector Anthony Holton. I also spoke with



Detective Superintendent Maria Rustja, Commander of the JIRS Child Abuse Squad.

5. The Police did not contact me frequently and mostly did so only to request information. In the initial six months following 30 September 2011, I called the Police frequently for information and updates on the investigation. In the first approximately four weeks, I called the Police every day or nearly every day. In the following three months, I called them weekly. In the remaining approximate six months prior to Mr Lord's sentencing, I contacted the Police approximately every month.

(a) allegation made against Jonathon Lord on 30 September 2011

6. On 30 September 2011, in the late afternoon I received a telephone call from Shane Demir, Centre Manager at Caringbah.
7. Mr Demir informed me that two parents of children who attended the vacation care program at the Laguna Street Vacation Care Centre had come to the YMCA Caringbah Centre and informed him and Jacqui Barnat (Children Services Coordinator) that they wished to make a complaint. The complaint related to sexually inappropriate behaviour by Jonathon Lord towards a child on a bus that day (**September bus incident**). Mr Demir also told me that the parents had said that they were going to report it to the police.
8. I understand that while Mr Demir spoke with me, Ms Barnat telephoned Ms Nolan about the incident.
9. I was then involved in several telephone conversations concerning the incident during which the following took place:
  - (a) Ms Nolan and I spoke and agreed that Mr Lord should be stood down on full pay whilst Police investigated the allegations.



- (b) I telephoned Mr Demir and asked him to ask Mr Lord to come to the Caringbah Centre to give his version of events in relation to the complaint.
- (c) I asked Ms Minos to attend the Caringbah Centre to provide support.
- (d) Mr Demir called me and told me that the Police had asked him not to speak to Mr Lord about the allegations. I told Mr Demir to let Mr Lord leave the Centre. I told him that Ms Minos was on her way to the Centre and we would all regroup and discuss the situation by telephone when she got there.
- (e) I contacted the Miranda Detectives office by telephone and was told by a Detective that a complaint had been made against Mr Lord and was of a sexual nature. The Detective whom I spoke to told me that, due to the long weekend and rostering, the Detective who had taken the statement (whom I now know to be Detective Constable Jones) would not be available until Tuesday 4 October 2011. I requested and arranged to attend the Miranda Police Station at 7.30 am on Tuesday 4 October 2011 when that Detective was next on shift.
- (f) I spoke with Ms Minos, who informed me that Mr Lord had left the Caringbah Centre. Ms Minos also told me that Mr Demir and Ms Barnat were shocked and wanted to know the best course of action to take in relation to the incident.
- (g) During the same conversation, Ms Minos and I discussed the allegations and agreed that, based on the conversation I had already had with Ms Nolan, Mr Lord must be stood down on full pay. It was

  
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agreed that Ms Minos would contact Mr Lord and inform him that he had been stood down.

- (h) A short while later, I telephoned the Caringbah Centre and spoke by speakerphone with Mr Demir, Ms Barnat and Ms Minos again and asked them what had happened and to prepare a detailed report. I also told them that I would be attending the Miranda Detectives office on 4 October 2011.
  - (i) I telephoned Mr Hare and informed him about the allegations and that Mr Lord had been stood down with pay. During this conversation, Mr Hare asked me to contact the Police again on the next day.
10. It is in accordance with the Child Protection Policy, as it was in 2011 and in its current form, and with usual practice at YMCA NSW that, whenever a serious allegation is made against a staff member, that staff member should be stood down on full pay while the allegation is investigated. I have been involved in applying this practice on at least five occasions in the last ten years.
11. A report provided by Mr Demir on 1 October 2011 in respect of the incident is at **Annexure A**.
12. On the next day, Saturday 1 October 2011, I called the Miranda Detectives office again. The Detective I spoke to repeated that because the statement had been taken by a particular detective, the investigation would be continued by that detective when he returned to work on Tuesday 4 October 2011.
13. On Tuesday 4 October 2011 at 7.30 am, I attended the Miranda Detectives office and met with Detective Constable Daniel Jones and Scott Craddock. They confirmed that allegations of a sexual nature had been made against

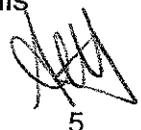


Mr Lord and that the case would most likely be picked up by the JIRT at Kogarah. They told me that an officer from JIRT would contact me.

14. I asked Detective Constable Jones what "JIRT" was. Detective Constable Jones said that "JIRT" was the "Joint Investigation Response Team" which was set up by the police to investigate child abuse allegations.
15. It is my firm recollection that at some point, the police asked me to prepare a report on behalf of the YMCA in relation to who was on the bus and where they were sitting, along with their contact details. I have reviewed my records and located a document titled 'Information for Police Regarding YMCA Excursion on Friday 30<sup>th</sup> September' dated 4 October 2011. A copy of that document is at **Annexure B**.

*(b) subsequent police investigation into Jonathan Lord and criminal proceedings*

16. I was first contacted by JIRT on 5 or 6 October 2011 when a female officer, whom I now believe to have been Senior Constable Leanne Kelly, telephoned me and told me that JIRT was commencing investigations into the allegations against Mr Lord. She told me that JIRT was attempting to interview Mr Lord about the allegations. I have never met Senior Constable Kelly in person and have only ever spoken with her by telephone.
17. During the next few days, I called JIRT and spoke with Senior Constable Kelly (**Second Kelly Conversation**) to ask for an update on the investigation. She told me that the Police had had difficulty getting Mr Lord to attend the station for an interview.
18. To the best of my recollection, it took the Police approximately 24 to 36 hours to get Mr Lord to attend the Police Station for an interview. I learned of this



when I called the Police one or two days after my Second Kelly Conversation to request a status report. Senior Constable Kelly told me that they had interviewed Mr Lord once and were going to have him come in for a second interview.

19. I subsequently had a further conversation with Senior Constable Kelly during which she said words to the following effect:

*"We have interviewed [Mr Lord]. We are going to take him to the docks. He won't be going home."*

*(c) confidentiality agreement entered into between the YMCA NSW and its staff on or around 12 October 2011*

20. On 10 October 2011, Jacqui Barnat called me by telephone and told me that she had been asked by Senior Constable Kelly to provide a list of staff who were on the bus during the September bus incident and where they were sitting.
21. I sent to Senior Constable Kelly an email attaching the report appearing at Annexure B and also the two diagrams appearing at **Annexure C**.
22. Later that day, I received a telephone call from Senior Constable Kelly.
23. It is my recollection that Senior Constable Kelly said that JIRT wanted to interview the staff who had been on the bus during the September bus incident.
24. Senior Constable Kelly also requested that the staff be required to sign a document saying that they would not talk to each other about the September bus incident or the content of their interviews with the Police. I thought at the time that this was a 'big ask'. At this time, I was unaware that the YMCA had a standard confidentiality clause which could require staff members to sign a



confidentiality agreement. I recall that Senior Constable Kelly also said to me words to the following effect:

*"We want the individual view of each staff member, not the group view."*

25. After Senior Constable Kelly made her request regarding the staff signing a document about not talking to each other, she and I then exchanged words to the following effect:

ME: *"This is a big ask. You really haven't given us a lot of notice."*

KELLY: *"I understand, but we need to start interviewing the staff from Wednesday afternoon because the investigation is moving at a rapid pace."*

26. From what Senior Constable Kelly was saying during the conversation, I formed the impression that it was very important to the Police that the YMCA enter these agreements so as not to hinder the Police investigation.
27. The day after my conversation with Senior Constable Kelly, I spoke with Mr Hare. I told Mr Hare that I had been contacted by Senior Constable Kelly regarding the Police needing to interview all the staff who were on the bus during the September bus incident.
28. I also told Mr Hare that Senior Constable Kelly had requested the staff to sign documentation indicating that they would maintain confidentiality around what they had seen and heard and around their police interview. I asked Mr Hare what would be required to do that. Mr Hare referred me to Adam Blatch, the People and Systems Manager, for this documentation.

29. After speaking with Mr Hare, I then spoke to Mr Blatch. I repeated to him what I had told Mr Hare. I told Mr Blatch that the Police wanted the staff to sign something that maintained confidentiality around the information being provided to them. Mr Blatch said to me words to the effect that there was a confidentiality clause in our employment contract. I was not aware of, or familiar with, the confidentiality clause at the time of this conversation. I did not doubt the accuracy of Mr Blatch's statement.
30. A copy of the pages of YMCA of Sydney standard form Employment Contract as in use from October 2010 containing the standard confidentiality clause is at **Annexure D**.
31. Mr Blatch then said words to the effect that YMCA Sydney had a standard stand-alone confidentiality agreement and showed me a document on his laptop computer which I understood to be the document he was talking about. Mr Blatch emailed me a copy of the document on the same day.
32. Mr Blatch and I then agreed that someone would go to Caringbah Centre on Wednesday 12 October 2011 and meet with staff, explain the reasons for the confidentiality agreement and seek their individual signatures. Because Ms Nolan and I were unable to be in Caringbah on the Wednesday it was agreed that Mr Blatch would request Ms Pearson to deliver the confidentiality agreement.
33. Later that day, Ms Pearson, Mr Blatch and I had a conversation during which Ms Pearson said that she was not comfortable undertaking this task because she did not know enough about the situation at that time to be able to stand in front of those staff and explain the confidentiality agreement.

  
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34. Mr Blatch said that he was able to deliver the confidentiality agreement instead of Ms Pearson as his place of residence was in the Sutherland Shire where the Caringbah Centre is located.
35. I told Mr Blatch to tell the staff that the Caringbah Confidentiality Agreements were to protect the integrity of information to be provided by those staff, as witnesses to the incident on the bus, to investigating officers.
36. I recall that some minor changes were made to the confidentiality agreement Mr Blatch had sent me on 11 October 2011 referred to at paragraph 31 above (**Caringbah Confidentiality Agreement**) to match it to what I understood to be Senior Constable Kelly's request. In particular, the agreement was localised to YMCA Caringbah and referred to an investigation. I cannot recall whether I made these changes or whether Mr Blatch made them.
37. It is my understanding that, on the morning of 12 October 2011, Mr Blatch presented copies of the Caringbah Confidentiality Agreement for signing by those staff who were on the bus at the time of the September bus incident.
38. A copy of the Caringbah Confidentiality Agreement in the form executed by staff on 12 October 2011 is at **Annexure E**.
39. I note that the Caringbah Confidentiality Agreement refers to an "Internal Investigation" in its subject heading, and to "an investigation being conducted at YMCA". I did not notice these words at the time the document was prepared and presented to staff. I did not have any prior experience with confidentiality agreements or their implications.
40. I understood the words "*an investigation being conducted at YMCA*" to be a reference to the police investigation. There was no investigation being conducted internally at YMCA or within Children's Services at that time. There

was no discussion amongst the CS Management Team of investigating any staff in relation to the September bus incident.

Letter to parents

41. During the period over which the Caringbah Confidentiality Agreement was being prepared and presented to staff, Ms Nolan and I were preparing a letter to the parents or carers of children attending the Caringbah CS Centres (**Caringbah parents**) for the purposes of informing them about the two allegations that had been made at that time and the police investigation (**13 October Parent Letter**). The letter was sent on 13 October 2011.
42. A copy of the 13 October Parent Letter is at **Annexure F**.
43. We had been preparing the letters in the following context:
  - (a) After my telephone conversations with Senior Constable Kelly I had a number of conversations with Mr Hare regarding what action YMCA NSW would take in relation to the 30 September 2011 incident. During those conversations, Mr Hare expressed his clear view that we should communicate with parents to advise them what was happening.
  - (b) On 11 October 2011, Ms Nolan and I met with Vesna Stevanovic, a consultant to the Department of Community Services, to seek advice on communicating with parents, and the most appropriate form for doing so. Ms Stevanovic's advice was that we should not write to parents. However, Mr Hare said that he felt strongly that we needed to communicate with the Caringbah parents.

(d) Referral of parents to the Child Protection Helpline

44. In the 13 October Parent Letter, Children's Services told parents: "*If you have any concerns about the serious misconduct of staff we encourage you to contact Miranda Detectives on 9541 3875.*"
45. We did not use the contact number for JIRT because of my previous interactions with JIRT and its officers. Based on my interactions, I formed the view that the JIRT officers would not wish to be contacted by a number of parents about their concerns because they were investigators not general duties officers.
46. We used the Miranda Detectives number, because we felt that it was important that there was some point of Police contact. I was particularly concerned to ensure this because of the emphasis that the various Police officers I had previously spoken with had placed on the YMCA not talking to people about the incident or the investigation.
47. At the time of drafting and sending the 13 October Parent Letter, the CS Management Team were not aware that there was a telephone "helpline" which was in place to receive and filter phone calls of this nature so as to collect information relevant to the investigation or refer people to the appropriate contact as appropriate. Had we been aware that this role was performed by the Child Protection Helpline, we would have used that number on the 13 October Parent Letter instead of the Miranda Detectives number.
48. On Friday 14 October 2011, the day after Children's Services sent out the 13 October Parent Letter, I received a telephone call from JIRS Child Abuse Squad Commander, Detective Superintendent Maria Rustja. We spoke for about 15 to 20 minutes. It sounded as though she was calling from a car



phone or a speakerphone. She said that putting the Miranda Detectives number was incorrect and that they had not yet briefed the Child Protection Helpline. By the end of the conversation, it was agreed that there should be a meeting to facilitate working together in accordance with normal police protocols. Although I cannot say for certain, I believe that the meeting was suggested by Detective Superintendent Rustja.

49. I, along with James Ellender (Marketing and Communications General Manager), Brittany Pennings (Media and Communications Officer) attended the JIRS Headquarters in Parramatta and met with Detective Superintendent Rustja on the afternoon of Monday 17<sup>th</sup> October 2011. Also present were a JIRS Media Liaison officer and Detective Senior Sergeant Baker.
50. During this meeting, Detective Superintendent Rustja outlined the role of JIRS, updated us on the progress of the investigations and said words to the effect that *"it's never over until it's over"*. Detective Superintendent Rustja explained that by this she meant that it was important that YMCA NSW worked with the Police to ensure that the investigation stage of the matter could reach its full conclusion. She said that by sending the 13 October Parent Letter, we had caught the Police "off guard" and that the Police had not yet briefed the Child Protection Helpline or activated the Helpline protocols.
51. We then discussed how YMCA should deal with the media and parents or carers of children attending YMCA NSW's centres. We also discussed how YMCA NSW would liaise with JIRS and the Police and it was agreed that Detective Senior Sergeant Baker would be the primary point of contact.
52. Prior to my 17 October meeting with Detective Superintendent Rustja and the other JIRS officers, I was not familiar with JIRS or what its role was. Had I

known about JIRS earlier (and, in particular, when I first learned that the incident related to possible child sexual abuse), the first Police contact I would have made would have been JIRS. I would have done so in order to work with the Police to take a common approach and to work as a team.

53. On 20 October 2011, we wrote again to Caringbah parents. A copy of the letter is at **Annexure G**. This letter was drafted by the YMCA Marketing and Communications Unit in conjunction with management staff from Children's Services. The 20 October 2011 letter included the contact number for the Child Protection Helpline.
54. Further letters to parents were sent on 24 and 27 October 2011. The Child Protection Helpline contact number was included in each of these letters.

*(6) Circumstances in which staff were asked to enter into a confidentiality agreement on or around 12 October 2011*

55. I repeat paragraphs 20 to 40 above.

**Statement of Detective Senior Sergeant Glyndwr Richard Baker**

56. I have read the statement of Detective Senior Sergeant Glyndwr Baker dated 22 October 2013 (**Baker statement**).
57. In response to paragraphs 7 to 9 of the Baker statement, I repeat paragraphs 44 to 47 above.
58. In response to paragraph 19 of the Baker statement:
- (a) It is my recollection that I spoke with Detective Superintendent Rustja on the previous Friday as set out at paragraph 48 above. I believe that it was Detective Superintendent Rustja who suggested that we have the meeting. When Detective Senior Sergeant Baker called me on Monday 17 October 2011, I understood that it was to set up the

meeting that Detective Superintendent Rustja and I had discussed on Friday.

- (b) I agree that I raised the issue of the show "Undercover Boss", but recall that this was merely to make the Police aware that it was being aired in case it affected the investigation.
  - (c) I did not tell Detective Senior Sergeant Baker that it may not have been wise for the YMCA to have sent the 13 October Parent Letter.
59. In response to paragraph 25 of the Baker statement, I do not recall indicating that it was unlikely the YMCA would proceed with the community information sessions. I could not have made a decision of that nature on my own. I would have needed to brief Mr Hare before any such decision could be made. Then he, Mr Ellender and I would have agreed on a course of action.
60. In response to paragraph 34 of the Baker statement, I agree that the Police did not prohibit YMCA from, or expressly advise us against, holding the information nights, but I understood that if these information sessions were to proceed it must be about child protection generally and not the investigation or the details of the incident and must be restricted in the ways set out at paragraph 24 of the Baker statement.
61. In response to paragraphs 36 and 42 and Annexures "GB14" and "GB19" of the Baker statement, I do not recall the details of the teleconference referred to. However, my experience with the Police at this time was that, although they would not expressly forbid or advise against it, they were not favourable to the idea of public meetings and did not want them to proceed.
62. In response to paragraphs 63 and 64 of the Baker statement, I recall that in late 2011 I had two telephone conversations with Detective Senior Sergeant

Baker to consult on items which we had become aware were still in Lord's possession:

- (a) the first telephone conversation was in about November 2011, about a mobile telephone that belonged to a mother from St Patricks that Lord had offered to repair; and
- (b) the second telephone conversation was on or about 16 December 2011, about the Centre keys for the outside school hours care service at Caringbah Public School. In both telephone conversations, the reason for my call to Detective Senior Sergeant Baker was to seek Police assistance in retrieving these two items.

63. In respect of the Centre keys, I first became aware from conversations with YMCA staff at the time of the formal termination of Lord's employment by letter dated 8 November 2011 that Lord still had YMCA property, including the Centre keys, in his possession.

64. On 16 December 2011, during a performance discussion with Alicia Dellaca, who was the Centre Co-ordinator at Caringbah Public School OSHC, I had a conversation with her which included words to the following effect:

Me: *"There's another reason why it is so important for you to be on time – you're the only one with the keys".*

Ms Dellaca: *"Yes! I am the only person who has a set of keys because the other set is still with John!"*

65. At the time I said these words to Ms Dellaca, I was already aware that the assistant who was rostered on with Ms Dellaca that day had not been issued with Centre keys. I was surprised by Ms Dellaca's reply, because when Lord's employment was formally terminated by letter dated 8 November 2011,

Caringbah staff were requested to collect all YMCA property (including the Centre keys) from Lord's mother.

66. It was my understanding, prior to having the conversation with Ms Dellaca on 16 December 2011, that Lord's keys had been returned.
67. Within 24 hours of having the conversation with Ms Dellaca, I had the telephone conversation with Detective Senior Sergeant Baker referred to in paragraph 62(b) above.

Signed: .....

Liam Whitley

Dated: 28 October 2013