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**From:** Jim Mein  
**To:** Wendy Blacker [wblack@nsw.gadens.com.au]; Scott.Catling@allianz.com.au [Scott.Catling@allianz.com.au]; Christian Mathis [christianmathis@nsw.uca.org.au]; John Oldmeadow [johno@nsw.uca.org.au]; Weeks, John [weeksj@knox.nsw.edu.au]  
**CC:** Brianna Roach [BRoach@nsw.gadens.com.au]  
**Sent:** 12/10/2010 1:40:32 PM  
**Subject:** RE: ASD

Dear Wendy,  
I am happy with this and your previous advices.  
Regards., Jim

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**From:** Wendy Blacker [mailto:WBlack@nsw.gadens.com.au]  
**Sent:** Tuesday, 12 October 2010 1:25 PM  
**To:** scott.catling@allianz.com.au; Christian Mathis; John Oldmeadow; Jim Mein; Weeks, John  
**Cc:** Brianna Roach  
**Subject:** ASD

Good morning Gentlemen

By way of update in relation to the above matter, I have now spoken with ASD's solicitor.

ASD's solicitor reported that ASD has incurred an additional \$10,000.00 in legal fees since the mediation and, referring to an email from ASD ASD 'demands Knox pays the additional costs'. The solicitor said that he is 'raising the issue robustly'. As instructed, I said that the apportionment of costs is a matter between ASD and his solicitors, but there would be no increase in the settlement sum and I would not advise Knox to pay the additional costs incurred since mediation.

ASD's solicitor also asked that the non-disparaging clause be deleted and, if this was not acceptable, that it be re-drafted. I said the clause will not be deleted. I also said that I would not recommend to the defendants that they incur costs having me re-draft the clause; the clause is acceptable to the defendants and all the settlement documents were drafted by me and amended to reach agreement with ASD at the expense of the defendants. I said, however, if ASD wished to re-draft the clause so that it has the same effect, I would consider the re-draft and refer it to obtain instructions. The solicitor said it may be necessary to do this.

We also discussed the meeting with Dr Paterson. It will be extremely important that Dr Paterson is properly prepared for the meeting. When I last spoke with him, he agreed to attend our offices ahead of the meeting time (and declined an earlier meeting) for preparation. However, I would like to meet with Dr Paterson in the presence of John Weeks on the Friday before the meeting as well as ahead of the meeting on Monday. The meeting will, in effect, be a role reversal, whereby the headmaster is being censured by the student. It will be extremely important, if the meeting is to be successful, for Dr Paterson to remain humble and display a sense of compassion and empathy. Based on my previous meeting and various discussions with Dr Paterson, I have formed the view that he will benefit greatly if the approach to be adopted is supported by somebody he perceives to be his peer. I have spoken with John Weeks about this and arranged a tentative time, subject to Dr Paterson's agreement and availability.

Unless you instruct me to the contrary, I propose to proceed in the manner outlined above.

Kind regards  
Wendy

**Wendy Blacker** | partner | **gadens lawyers**  
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