

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMON LAW DIVISION
MAJOR TORTS LIST

S CI 2010 2316

BETWEEN:

NICOLA MAREE GOBBO

Plaintiff

and

STATE OF VICTORIA, SIMON OVERLAND AND CHRISTINE NIXON

Defendants

TERMS OF SETTLEMENT

RECITALS:

- A. In about January 2009 the plaintiff agreed to make a statement and to give evidence in criminal proceedings contemplated against one Paul Dale.
- B. Paul Dale was subsequently charged with the murder of Terence Hodson.
- C. Victoria Police has considered, and remains of the view that, in order to reduce the risk of harm or injury to the plaintiff, it is necessary for the plaintiff to engage the provisions of the *Witness Protection Act* 1991, change her identity [REDACTED]
[REDACTED]
- D. The plaintiff and Victoria Police have been unable to agree terms on which the plaintiff would receive witness protection, and disputes have arisen between the plaintiff and the defendants.
- E. On 29 April 2010 the plaintiff commenced this proceeding against the defendants seeking damages in respect of allegations of personal injury and related wrongdoing in connection with causes of action relating to her status as a witness in the prosecution of Paul Dale. The causes of action are more particularly set out in the statement of claim filed in the proceeding.
- F. The defendants have filed a defence to the proceeding in which their defence to the plaintiff's claims is more particularly set out.
- G. Victoria Police no longer proposes to call the plaintiff to give evidence in any proceedings, no longer seeks the plaintiff's assistance in relation thereto, and accordingly the second defendant himself or by an authorised officer –
 - (a) will direct that members of Petra Taskforce do not contact the plaintiff;

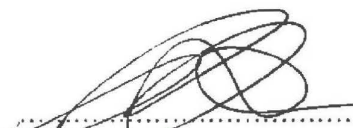
- (b) will remove the current prohibition on the Head of the Source Development Unit or his delegate communicating with the plaintiff; and
- (c) will remove surveillance equipment installed by Victoria Police at the plaintiff's residence as part of Operation Loris.

H. In order to avoid the cost and inconvenience of litigation, the plaintiff and the defendants have agreed to compromise the proceeding on the following terms.

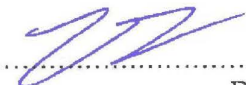
TERMS:

1. The plaintiff enters into these terms for herself and, for the purposes of clause 6, as agent for her sister Catherine Gobbo.
2. The defendants enter into these terms for themselves and, for the purposes of clause 4, as agent for their servants and agents and individual current and former members of Victoria Police.
3. The first defendant shall pay by bank cheque payable to the plaintiff and delivered to the plaintiff's solicitors, Piper Alderman, on or before 11 September 2010 the sum of [REDACTED] inclusive of costs and any GST, less any amounts payable by the defendants to Medicare Australia in consequence of these terms pursuant to the *Health and Other Services (Compensation) Act 1995* (Cth).
4. The plaintiff hereby releases and forever discharges the defendants, their servants and agents and individual current or former members of Victoria Police of and from –
 - (a) all causes of action relating to the subject matter of the proceeding; and
 - (b) without limiting (a) above, all causes of action which have accrued as at 12 August 2010 arising from or in any way relating to the plaintiff's contact, communication or dealings with Victoria Police or its members.
5. The defendants hereby release and forever discharge the plaintiff of and from all causes of action relating to the subject matter of the proceeding.
6. These terms of settlement are confidential to the parties, their legal advisers, and the plaintiff's sister, Catherine Gobbo, and the terms, or the substance of the terms, shall not be communicated to any other person except as required by law.
7. Upon payment of the sum referred to in clause 3 above, the parties shall consent to orders that the proceeding be dismissed with no orders as to costs, and the parties shall take all reasonable steps to procure the making of such consent orders by the court.

8. The defendants agree and acknowledge that the plaintiff is released from any agreement arrangement or understanding that she provide any support or assistance for Victoria Police in relation to any matter.
9. The second defendant, by himself or his authorised officer, shall issue a direction to the Subpoena Management Unit of Victoria Police that, if it is lawful to do so, until 11 August 2020, notice shall be given as soon as practicable to the plaintiff c/- her sister Catherine Gobbo by e-mail cgobbo@ [REDACTED] and by pre-paid post addressed to Catherine Gobbo, c/- Foleys List, 205 William Street, Melbourne, of any lawful request or order for production of –
 - (a) audio recordings of conversations between the plaintiff and members of the Petra Taskforce; and
 - (b) draft statements of the plaintiff given to the Briars task force.



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Nicola Maree Gobbo



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David Ryan
Victorian Government Solicitors Office
for and on behalf of the Defendants

DATED: 11 August 2010.