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22 September 2010

Ken Fowlie  
Slater and Gordon  
GPO BOX 1584  
SYDNEY NSW 2001

***By Email: kfolwie@slatergordon.com.au***

Dear Sirs,

**Re: CRAIG THOMSON and HSU**

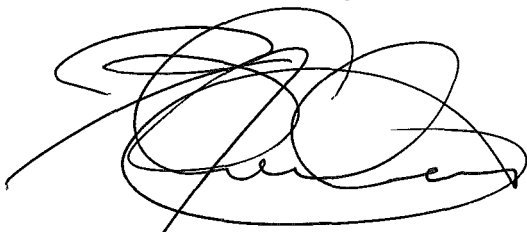
We refer to your email of 21 September 2010 enclosing amended Deed of Release.

We now enclose herewith the Deed of Release duly executed by our client.

Please let us know when your client proposes to deposit into our trust account the monies payable pursuant to the Deed.

We look forward to hearing from you.

Yours faithfully,  
**KALANTZIS, Lawyers**



BILL KALANTZIS  
Principal

# Deed of Release

Health Services Union  
**Union**

Craig Thomson  
**Employee**

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## Deed of Release made at Sydney on

2010

### Parties

**Health Services Union of 208-212 Park Street  
SOUTH MELBOURNE VIC 3205 (Union)**

**Craig Thomson c/- Kalantzis Lawyers, 55 Stanley St, East  
Sydney NSW 2010 (Employee)**

### Recitals

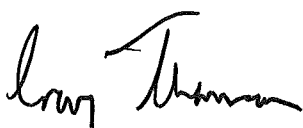
- A. The Employee commenced employment with the Union on or about 4 October 1988 as an Industrial Officer. On 16 August 2002 the Employee was elected to the office of National Secretary of the Union. The Employee resigned his office as National Secretary on or about 14 December 2007 thereby terminating his employment relationship with the Union (**Employment**).
- B. Since the termination of the Employment, the Employee has made various claims against and demands on the Union and its Officers connected with or related to the Employment including:
- accrued but untaken annual leave and long service leave (**Entitlements**); and
  - breach of privacy, breach of employment contract, denial of natural justice, breach of confidence, interest and legal costs (**Other Claims**).
- C. The Employee has also commenced proceedings against the Union and its National Secretary in the Supreme Court of New South Wales seeking damages for defamation (File No 87412 of 2010) (**Proceedings**).
- D. The Union denies it is liable to the Employee as asserted in the Other Claims and the Proceedings or otherwise.
- E. Without admission of any liability, the parties have agreed that the Proceedings will be discontinued and that the Entitlements and Other Claims will not be pursued by the Employee having regard for the matters set out in this Deed.

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## 1. Interpretation

In this Deed unless the context indicates a contrary intention:

- (a) words denoting the singular number include the plural and vice versa;
- (b) any expression defined in the Recitals shall bear the same meaning herein;
- (c) headings are for convenience only and do not affect interpretation;
- (d) references to clauses and sub-clauses are references to clauses and sub-clauses of this Deed;
- (e) where any of the parties hereto comprises more than one person any covenants, agreement or obligation undertaken, or benefits received by virtue of this Deed, shall be undertaken or received by all of them jointly and each of them severally, and the claims the subject of the release or indemnity as the case may be include all claims by or against those persons or any one of them;



- (f) words denoting the male gender include the female gender and vice versa;
- (g) reference to any legislation or any section or provision thereof includes any statutory modification or re-enactment thereof or any statutory provision substituted therefore and any ordinances, by-laws, regulations or other statutory instruments issued thereunder;
- (h) "Employment" has the meaning referred to in Recital A;
- (i) "Payment" is the amount referred to at clause 3 of this Deed.
- (j) "Officer" means officers of the Union, including the members of the National Executive and National Council of the Union and includes any former members of those bodies.

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## 2. Entitlements

Within fourteen (14) days of receipt by the Union of a copy of this Deed executed by the Employee, the Union will pay the Employee \$129,955 gross less tax of \$45,194 (i.e. \$84,761) representing the balance of all accrued but untaken annual leave and long service leave payments owing to the Employee.

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## 3. Payment

Without any admission, within fourteen (14) days of receipt by the Union of a copy of this Deed executed by the Employee, the Union will pay the Employee \$30,000.

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## 4. Payment Details

The Union shall pay all monies due to the Employee pursuant to this Deed by way of Electronic Transfer to:

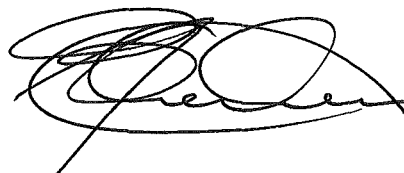
Account name: ***Kalantzis Lawyers Law Practice Trust Account***  
Bank: ***ANZ Haymarket, NSW***  
BSB: ***012 071***  
Account No: ***4832 81627***

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## 5. Acknowledgement and Release by the Employee

Save for any statutory or common law workers compensation claims, the Employee acknowledges that this document fully satisfies the rights that the Employee, and anyone who claims through the Employee, has or may have against the Union or any of its members, Officers, servants and agents directly or indirectly out of or connected with the Employment or its termination, the Entitlements, Other Claims and the Proceedings including but not limited to any termination payments, or any other payments.

The Employee hereby releases and forever discharges the Union, its members, Officers, servants and agents or any of them from all actions, suits, claims, demands, costs and other liabilities of any nature which the Employee now or at any time may have, or but for the execution of this Deed, could or might have had against the Union and/or its members, Officers, servants and agents or any of them arising out of or in connection with the Employment or its termination, the Entitlements, Other Claims and



the Proceedings including but not limited to any termination payments, or any other payments.

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**6. Notice of Discontinuance**

The Employee undertakes to file and serve a Notice of Discontinuance in the Proceedings within seven (7) days of receipt of the Payment.

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**7. No costs order**

The parties agree that the Proceedings will be discontinued with no order as to costs.

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**8. Non-Disparagement**

The Employee will not disparage the Union and its members, Officers, servants and agents or any of them.

The Union will not authorise and will use its best endeavours to prevent any of its Officers, servants or agents from making any disparaging statement to any person or entity regarding the Employee.

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**9. Binding effect of this Deed**

This Deed shall bind the parties hereto and any executor, administrator, transferee, assignee, liquidator or trustee in bankruptcy appointed in respect thereof.

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**10. Confidentiality**

Subject to this Deed the parties agree not to disclose to any third party the terms of this Deed except as required by law save that:

- (i) both parties may disclose the terms of this Deed to their accountants, auditors and legal advisers; and
- (ii) the parties may release a statement to the following effect in response to a request made of them in relation to the matters the subject of this Deed.

"The Health Services Union has resolved all claims asserted against it by Mr Craig Thomson on terms that are not to be disclosed"

- (iii) within seven (7) days of receipt by the Union of a copy of this Deed executed by the Employee the Union shall write to Fair Work Australia in the terms of the statement set out at (ii), above.

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**11. Bar to proceedings**

The Employee covenants not to sue the Union, its members, Officers, servants and agents or any of the them in connection with any of the matters referred in this Deed, including but not limited to the Employment or its termination, the Entitlements, Other Claims and the Proceedings.

This Deed of Release may be pleaded as a full and complete defence by the Union and its members, Officers, servants and agents to any actions, suits, or proceedings commenced, continued or taken by or on behalf of the Employee in connection with

any of the matters referred in this Deed, including but not limited to the Employment or its termination, the Entitlements, Other Claims and the Proceedings.

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## 12. General

The construction, validity and performance of this Deed shall be governed in all respects by the law of New South Wales.

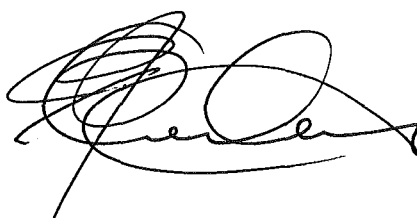
This Deed constitutes the entire agreement of the parties relating to this Deed of Release and supersedes all prior understandings, negotiations, agreements, written or oral, express or implied, in relation thereto.

This Deed may be executed in a number of counterparts and all counterparts taken together will constitute one instrument.

If any provision of this Deed is or becomes illegal, void, voidable or unenforceable, the remaining provisions of this Deed shall continue to be of full force and effect.

Each party will pay its own costs associated with and incidental to this Deed.

Each party must do anything (including execute any document), and must ensure that its servants and agents do anything that any other party may reasonably require to give full effect to this document.



**Executed as a deed.**

**Signed sealed and delivered by Health Services Union** in the presence of:

\_\_\_\_\_  
National Secretary

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

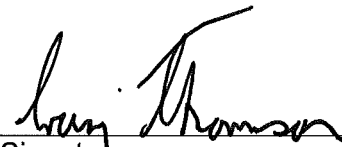
**Signed sealed and delivered by Health Services Union** in the presence of:

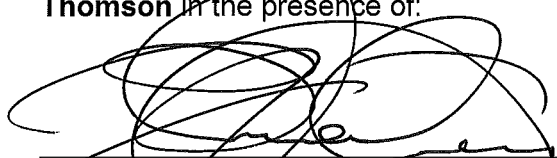
\_\_\_\_\_  
National Executive Member

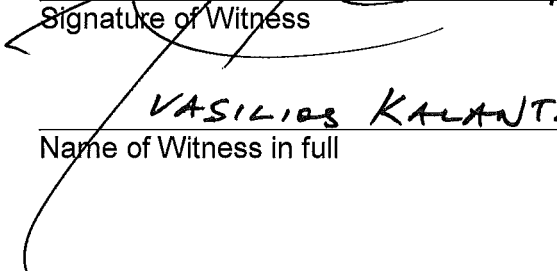
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness in full

**Signed sealed and delivered by Craig Thomson** in the presence of:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Name of Witness in full