COMMONWEALTH OF THE BAHAMAS

IN THE SUPREME COURT

Common Law & Equity Division

Claim No. CLE/GEN/00362 of 2023

Claim No. CLE/GEN/00363 of 2023

B E T W E E N

KAYLEASER DEVEAUX-ISAACS

SANDRA DUNCOMBE-KNOWLES

Claimants

AND

THE BROADCASTING CORPORATION OF THE BAHAMAS

Defendant

Before:	**The Hon. Acting Justice, Robert K. Adams, KC**
Appearances:	**Mr. Kahlil Parker KC with Ms. Robertha Quant for the Claimants**
	Ms. Nicholette C.A. Burrows for the Defendant
Heard on the papers:	**Written Submissions on behalf of Claimants dated 26 October, 2026 and Written Submissions on behalf of Defendant dated 15 October, 2026**

RULING

Introduction

1. This Ruling concerns the First and Second Claimants' Notice of Application filed on 10 August 2026 in these consolidated proceedings ('the Application').

2. The Application raises three distinct questions. First, should the Broadcasting Corporation of The Bahamas ('the Defendant') give specific disclosure under Rules 28.5 and 28.6 of the Supreme Court Civil Procedure Rules, 2022 as amended ('CPR')? Secondly, should it be compelled under Rules 34.1 and 34.2 to answer the request for information made by the Claimants' attorneys on 3 July 2026? Thirdly, should the Court make an order that the Defendant preserve documents and records potentially relevant to the proceedings?

3. For the reasons which follow, I grant the application for specific disclosure in part, but refuse the applications for a separate order compelling information and for a preservation order. The Defendant must disclose specified documents and undertake a defined search. I refuse the application for a preservation order. Neither the grounds nor the affidavit evidence establishes an objective reason to apprehend that the Defendant will destroy, alter or otherwise make relevant material unavailable. That refusal, however, does not affect the Defendant's existing disclosure obligations, or prevent a renewed application by the Claimants supported by evidence of a material change in circumstances.

Background and Procedural History

4. The claims arise from the termination of the Claimants' employment and a dispute over their contractual and statutory entitlements. A central question is whether an Executive Management Conditions of Service & Benefits Entitlement Agreement dated 1 July 2021 ('the Agreement') is valid and enforceable. There are also separate disputes about salary, leave, allowances and pensions, and allegations of retaliation and premature publicity concerning the dismissals. The Defendant disputes liability. It relies on an absence of Board approval for the Agreement, established executive employment practices, and says that the sums lawfully due have been paid.

5. The Claimants each commenced proceedings by Standard Claim Form filed on 18 May 2023. The Defendant filed their Defences in each action on 21 June 2023.

6. By an order entered on 12 December 2023, the actions were consolidated and directions given for disclosure, inspection, an indexed bundle and exchange of witness statements.

7. Both sides filed Lists of Documents on 17 February 2024. An agreed and non-agreed bundle followed on 7 October 2024. The first trial date was vacated, further case management hearings took place and directions were varied.

8. On 22 April 2025, the Court gave additional directions concerning, among other matters, witness statements and pre-trial applications. The Claimants filed their witness statements on

23 January 2026. The Defendant filed the witness statements of Dr Shianne Rolle and Patric Walkes on 22 June 2026.

9. On 3 July 2026, the Claimants' attorneys served a request invoking Rules 34.1 and 34.2 of the CPR. It sought: (i) Board minutes, resolutions and papers for meetings between November 2019 and November 2021; (ii) Board correspondence for that period; (iii) particulars of the separation packages of four executives whom left after the Claimants; and (iv) executive salary, benefit and policy documents and information, beginning in November 2019 and extending to the letter's date ('the Request for Information').

10. The Defendant did not provide a written reply.

11. At the case management conference on 8 July 2026, the Defendant, through counsel, objected to the Request for Information. The Court directed the Claimants to file a formal application and for that application to be determined on the papers unless a hearing was subsequently required.

The Application

12. The relief sought by the Claimants in the Notice is reproduced below. I retain its terms because the scope of each request is material to this ruling -

> "1. ....
>
> a. An Order pursuant to Rules 28.5 and 28.6 of the Supreme Court Civil Procedure Rules, 2022 ("*SCCPR*"), and further to paragraph 2 of the Order of this Honourable Court made herein and dated the 22nd day of April A.D. 2025 and filed the 16th day of May A.D. 2025 ("*Case Management Order*"), and under the inherent jurisdiction of the Court that the Defendant do, within twenty-one (21) days of the date of this Order, give specific disclosure to the Claimants by List of Documents, identifying each document by date, author and description, and do thereafter forthwith permit inspection of and provide copies of all documents within the following classes or categories which are or have been in the Defendant's possession, custody, power or control:
>
> i. **Board records**: the signed Minutes of all meetings of the Board of Directors of the Defendant held between the 1st day of November A.D. 2019 and the 31st day of December A.D. 2022, together with all resolutions passed and all board papers, board packs, agendas, and attachments associated therewith, whether such meetings were convened in person, by telephone or by videoconference;
>
> ii. **Board correspondence**: all emails, letters, memoranda, notes, minutes of sub-committees, and other correspondence passing between, or issued by, members of the Board of Directors of the Defendant between the 1st day of November A.D. 2019 and the 31st day of December A.D. 2022, insofar as the same relate to: the Executive Management Conditions of Service & Benefits Entitlement Agreement dated the 1st day of July A.D. 2021 ("*the Agreement*") or to any predecessor, successor or related policy; the terms of service, salary, increments, terminal benefits or separation entitlements of the Claimants or of

any Executive Manager of the Defendant; or the termination of the employment of the Claimants;

iii. **Approval and implementation of the Agreement**: all documents relating to the negotiation, drafting, consideration, approval, authorization, ratification, execution, adoption, circulation and implementation of the Agreement, including without limitation all records, notes, agendas and recordings of the meetings held during the years 2020 and 2021, whether in person or by videoconference.

iv. **Comparator separation packages**: all documents evidencing or recording the particulars of the separation packages calculated and paid by the Defendant to the following former Executives of the Defendant who left the employ of the Defendant following the termination of the Claimants, including without limitation all documents evidencing the basis of, and the calculations underlying, those packages, and all approvals given in respect thereof:

   a. Joan Davis Rolle;

   b. Beverly Curry;

   c. Linda Sands; and

   d. Natalie Martinborough;

v. **Executive Managers' contracts**: the contracts of employment of all Executive Managers of the Defendant in force at any time during the period from the 1st day of November A.D. 2019 to the date of this Order, together with all documents relating to the termination provisions thereof, the Defendant having averred at paragraph 10(d) of its Defence that "*the termination provisions of other executive managers contract of employment is identical to the provisions of the Employment Act for employees in supervisory or managerial positions*";

vi. **Executive management policies**: all policy documents, manuals, schedules, conditions of service, salary scales, and other documents outlining the salary, benefits, allowances, and entitlements which Executive Managers of the Defendant receive as at the date of this Order, together with all predecessor versions of the same in force at any time during the period from the 1st day of November A.D. 2019 to the date of this Order, and all documents relating to the Defendant's "*established business practices for executive employees*" pleaded at paragraph 9 of its Defence;

vii. **Documents underlying the Claimants' own entitlements:** all documents relating to the calculation and payment of the sums of $116,750.00 and $98,548.98 tendered to the 1st and 2nd Claimants respectively, including all working papers, schedules, computations, instructions, and approvals in respect thereof, and all documents relating to the increments referable to the year 2021 and any approval sought from or given by the Minister responsible for Broadcasting or the Minister of Finance in respect thereof; and

viii. **Documents relied upon by the Defendant's Witness**: all documents referred to in, relied upon in, or reviewed for the purposes of the Witness Statement of Dr. Shianne Rolle, dated the 19th day of June A.D. 2026, and filed the 22nd day of June A.D. 2026, including without limitation:

a. the personnel records, payroll records and salary change reports, and the minutes and resolutions of the Defendant's Board of Directors, for the period 2003 to 2022, reviewed by the said deponent as stated at paragraph 7 thereof;

b. the Salary Changes Report or Reports relied upon at paragraph 9 thereof, and all documents relating to the approval or refusal of salary increments for either Claimant in the years 2021 and 2022;

c. all documents relating to the approval of bonuses and *ex gratia* payments to Executive Managers of the Defendant during the period from the 1st day of November A.D. 2019 to the date of this Order, as referred to at paragraph 10 thereof;

d. all vacation entitlement, utilization, accrual, and carry-over records of the Claimants, and all documents recording the Defendant's policy and practice as to approval of carry-over of vacation leave, as referred to at paragraph 11 thereof;

e. all payroll records evidencing the payment of the car or vehicle allowance to the Claimants, as referred to at paragraph 12 thereof;

f. the Defendant's group health insurance policy documents, plan rules, and all documents recording the policy said at paragraph 13 thereof to apply "*uniformly throughout the organisation*", together with all documents evidencing the treatment of health insurance coverage upon the departure of any Executive Manager of the Defendant during the period from the 1st day of November A.D. 2019 to the date of this Order;

g. all records of COVID-19 leave and lieu days of the Claimants, and all documents relating to the verification referred to at paragraph 14 thereof;

h. the Defendant's Pension Scheme and Employees' Pension Trust documents and rules, all documents evidencing the calculation of the 2nd Claimant's pension entitlement in the sum of $210,407.74 and the invitations to collect the same referred to at paragraph 15 thereof, and all documents relating to the 1st Claimant's eligibility to participate in the said scheme and to any retroactive application of eligibility to her, as referred to at paragraphs 16 and 17 thereof;

i. all documents relating to the engagement of the said deponent as a Human Resources consultant to the Defendant, including the terms of engagement, scope of works, instructions, and all reports, memoranda, findings and recommendations produced by her in that capacity insofar as the same relate to the benefits and entitlements of executive management staff or to the Agreement, as referred to at paragraphs 2, 18, 19, and 20 thereof; and

j. all documents recording the inquiries made of other Government Departments and public corporations referred to at paragraph 22 thereof, and all responses thereto.

b. An Order pursuant to Rules 28.5(1)(c) and 28.7 SCCPR and under the inherent jurisdiction of the Court that the Defendant do carry out a reasonable and proportionate search for all documents falling within the classes and categories set out in paragraph (a) hereof, such search to extend to all electronic documents and records, including email accounts, servers, shared drives, mobile devices, archived and backup media, and to all documents held on the Defendant's behalf by its officers, employees, agents, consultants or advisers, and do disclose all documents within the scope of paragraph (a) located as a result of that search.

c. An Order pursuant to Rules 34.1 and 34.2 SCCPR and under the inherent jurisdiction of the Court that the Defendant do, within twenty-one (21) days of the date of this Order, provide to the Claimants in writing, verified by Affidavit sworn by a duly authorised officer of the Defendant, the information requested at paragraphs 1 to 4 of Counsel for the Claimants' letter dated the 3rd day of July A.D. 2026, including in particular full particulars of: the separation packages calculated and paid to the Executives named at paragraph (a)(iv) hereof and the basis of and calculations underlying the same; and the salary, benefits, allowances, and entitlements payable to Executive Managers of the Defendant as at the date hereof and at all material times.

d. An Order pursuant to Rules 34.1 and 34.2 SCCPR and under the inherent jurisdiction of the Court that the Defendant do, within twenty-one (21) days of the date of this Order, provide to the Claimants in writing, verified by Affidavit sworn by a duly authorised officer of the Defendant, the information requested at paragraphs 1 to 4 of Counsel for the Claimants' letter dated the 3rd day of July A.D. 2026, including in particular full particulars of: the separation packages calculated and paid to the Executives named at paragraph (a)(iv) hereof and the basis of and calculations underlying the same; and the salary, benefits, allowances, and entitlements payable to Executive Managers of the Defendant as at the date hereof and at all material times.

e. An Order that, in default of compliance by the Defendant with paragraphs (a) to (e) of this Order within the time therein limited:

i. the Defendant be debarred, pursuant to Rule 28.13(1) SCCPR, from relying upon or producing at trial herein any document not so disclosed or made available for inspection;

ii. the Defendant be debarred from adducing the evidence of Dr. Shianne Rolle insofar as the same depends upon, refers to, or is derived from any document not so disclosed or made available for inspection; and

iii. the Claimants be at liberty to apply for such further or other relief pursuant to Rule 28.13 SCCPR, including an order that the Defence or any part thereof be struck out.

f. An Order that, insofar as may be necessary, the Claimants have permission pursuant to Rules 26.1 and 26.9 SCCPR to make this application

notwithstanding paragraph 9(a) of the Case Management Order, and that the case management timetable be varied accordingly, the circumstances giving rise to this application having arisen upon the filing of the Witness Statement of Dr. Shianne Rolle on the 22nd day of June A.D. 2026 and thus after the Pre-Trial Review provided for by paragraph 14 of the Case Management Order.

g. An Order that, following compliance by the Defendant with paragraphs (a) to (e) of this Order, there be liberty to the Claimants to file and serve supplemental Witness Statements and a Supplemental Bundle of Documents, and that the matter be listed for a further Pre-Trial Review at which such consequential directions as may be necessary, including as to any notices of evidential objection, be given.

h. An Order that the Defendant do pay the Claimants' costs of and occasioned by this Application, to be assessed if not agreed.

i. Such further or other relief as to this Honourable Court may seem just."

[Emphasis Supplied]

Claimants' Affidavit Evidence

13. The Application is supported by the First Affidavit of Mrs Deveaux-Isaacs, filed on 10 August 2026. She gives evidence on behalf of both Claimants, in substance as follows:

(i) She was employed by the Defendant from November 2007 until June 2022, including her appointment as General Manager. She is familiar with the Defendant's board procedures and its human resources, payroll, pension and policy records.

(ii) Both actions substantially rely on the Agreement, which she says was executed on 26 August 2021. She directly disputes the Defendant's case that the Agreement lacked board approval. She says the Agreement was prepared with assistance from a former Director of Labour, discussed at meetings involving board members and both Claimants, and executed with the board's approval.

(iii) She seeks the separation package particulars and supporting records of four former executives employed by the Defendant. She also seeks the Defendant's working papers underlying the calculation of the payments tendered to her and the Second Claimant, respectively, together with pension calculation and eligibility records.

(iv) She emphasizes that Dr Shianne Rolle was not employed by the Defendant at the material time. She identifies assertions requiring examination of underlying records concerning board approval and implementation of the Agreement; salaries, increments, bonuses, ex gratia payments and vacation carry-over; car allowances and health insurance; pension calculations and eligibility; consultancy inquiries, public-sector comparisons and union arrangements. Her complaint is that the Claimants cannot fairly cross-examine Dr Shianne Rolle without those sources.

(v) She says disclosure is necessary for a fair trial and proportionate because the records were ordinarily maintained, are retrievable and fall within Dr Rolle's access and oversight.

Defendant's Affidavit Evidence

14. Defendant relies on Dr Rolle's affidavit filed on 19 October 2026. Her evidence, in substance, is as follows:

(i) She is the Defendant's Deputy General Manager of Human Resources and Training, appointed on 28 April 2026. Her evidence comes from personal knowledge, corporate records and identified information or legal advice.

(ii) She disputes the Claimants' allegation that none of the supporting records has been disclosed. She refers to the indexed bundle of documents filed since 7 October 2024 containing 73 documents: 67 agreed and six non-agreed, together with the Claimants' List of Documents filed 17 February 2024. These identify contracts, salary reports, increment records, leave records, allowances, insurance, pensions and termination correspondence. The Defendant objects to producing duplicate copies but acknowledges its continuing disclosure obligations.

(iii) She accepts that she was not employed by the Defendant when the Agreement was executed or when the Claimants' employment contracts were terminated. Her review, however, found no resolution approving, authorizing or ratifying the Agreement. She contrasts this with other employment decisions expressly recording board approval and refers to Mr. Patric Walkes' witness statement supporting non-approval. She also says that the relevant form was blank and that she found no completed declaration signed by an executive employee.

(iv) She opposes wholesale disclosure of board records and correspondence, while offering directly relevant minutes and resolutions and accepting that any further search should have defined subjects, periods, custodians and sources.

(v) She objects to disclosure of the four named former executives' complete separation packages because they left after the Claimants, no payment under the Agreement is identified, and their files contain confidential information. If disclosure is ordered, she proposes relevant terms, calculations and approvals with unrelated information redacted. She takes a similar position on disclosure of executive contracts and later policy versions.

(vi) She identifies existing records concerning the termination payments tendered to the Claimants. She, however, acknowledges that a salary report is distinct from its underlying payroll entries, instructions and approvals.

(vii) She identifies the disclosed pension scheme and individual entitlement records, refers to the Second Claimant's calculated entitlement, and offers the board records reviewed concerning the First Claimant's retrospective pension eligibility.

(viii) She explains that the 2003–2022 reference concerned employment history, rather than every board record during that period. She found no recorded approval for the additional bonuses, ex gratia payments or vacation carry-over claimed. She acknowledges that her review did not cover every system and custodian specified in the application. She objects to unrestricted electronic searches and the consultancy and public-sector inquiry requests as framed.

(ix) She acknowledges that no written reply was sent to the 3 July letter, but says objections were communicated at the 8 July hearing. She notes that the application was filed on 10 August, after the ordered 24 July deadline, and identifies ways in which it enlarged the original letter.

(x) She acknowledges the Defendant's preservation obligations and says the supporting affidavit identifies no act or threat of destruction, alteration or deletion. She requests narrowly defined disclosure, redaction, 45 days for compliance, corresponding permission to answer supplemental evidence, refusal of the debarring relief and costs of resisting the wider requests.

Claimants' Submissions

15. Distilled, the Claimants' position is -

(i) The Defendant now accepts that board minutes and resolutions relevant to its Defence exist, that its witness has reviewed them, that they have not been disclosed, and that the Defendant "*will produce*" them, see the Rolle Affidavit at paragraphs 9 and 29. The dispute is therefore not whether disclosure should be ordered, but how far it should extend.

(ii) Every class of document sought goes to an issue that the Defendant itself has pleaded: whether the board approved the Agreement; whether the procedure for finalizing it was followed; whether it falls outside the Defendant's "*established business practices for executive employees*"; and whether other executive managers' termination terms differ from it, see the Defence, paragraphs 8, 9 and 10(d), (f) and (g).

(iii) The Defendant has chosen to prove those matters by evidence that its witness searched its records and found nothing. The records said to be silent are therefore documents on which the Defendant intends to rely and are "*directly relevant*" within Rule 28.1(4)(a) of the CPR. Insofar as they are not silent, they support the Claimants' case and are directly relevant under Rule 28.1(4)(c) of the CPR.

(iv) The Defendant's Lists, certified by its General Manager in February A.D. 2024, disclose only the Claimants' own personnel, payroll, and termination documents, the Industrial Agreement, and the Agreement itself. They list no board minute or resolution, no board paper, no contract of any other executive, no policy, no calculation, and no Ministerial approval. Yet, the Defence, filed eight months earlier, already relied on what those records do not contain, and the Defendant's witnesses now rely on having reviewed them. The certificate that the Lists contain every relevant document cannot stand with the Defendant's own evidence, and no supplemental list has been served under Rule 28.12 of the CPR.

(v) The Walkes witness statement confirms the point. On Mr. Walkes' own account, an agreement of this kind "*would have required formal Board approval and recording in the Board's minutes*", see paragraph 11. The minutes are therefore, on the Defendant's own evidence, the decisive record. Yet his evidence of non-approval is expressed only as what he can "*recall*" or is "*aware*" of, and he does not say that he has looked at the minutes, see paragraphs 10, 12 and 13. Where a witness summarizes, or draws inferences from, records that the other side has not seen, "*the document itself is the best evidence of what it says*" (*Tweed v. Parades Commission for Northern Ireland* [2007] 1 AC 650, paragraph 4).

(vi) The objection that the Application duplicates the Bundle misreads it. The Claimants do not seek further copies of documents already in the Bundle. They seek the underlying records which the Defendant accepts are "*separate records*", see the Rolle Affidavit, paragraphs 27 and 30.

(vii) Confidentiality is not a ground for withholding directly relevant documents. It is met by redaction and by the restriction on collateral use in Rule 28.17 of the CPR.

(viii) The authorities relied upon by the Defendant concern speculative applications, un-pleaded issues, judicial review, originating applications, and foreign letters of request. None of them answers an application of this kind. The more recent authorities considered below, including *Terre Neuve SARL v. Yewdale Ltd* [2023] EWHC 677 (Comm) and *Triumph Controls UK Ltd v. Primus International Holding Co* [2018] EWHC 176 (TCC), support the orders sought.

(ix) In the alternative, and without prejudice to the primary position, the Claimants put forward below a narrower form of order which takes up the limits that the Defendant itself proposes.

Defendant's Submissions

16. Summarized, the Defendant's position is -

(i) The Application follows three years of unexplained delay and enlarges the Claimants' Request for Information presented in the letter dated 3 July 2026.

(ii) Most of the documents sought by the Claimants are already in the Agreed and Non-Agreed Bundle or the Claimants' Lists of Documents;

(iii) The remaining categories are either not directly relevant, or amount to a fishing expedition, and fail the test of necessity and proportionality in Part 28 of the CPR; and

(iv) The Defendant has offered to disclose the board minutes and resolutions which Dr. Rolle has reviewed on each issue. Nothing further is necessary to dispose fairly of the claim.

The Relevant Rules

Specific Disclosure

17. Specific disclosure applications are governed by Rules 28.5 and 28.6 of the CPR, which provide –

> **"28.5 Specific Disclosure**
>
> (1) An order for specific disclosure is an order that a party must do one or more of the following things –
> (a) disclose documents or classes of categories of documents specified in the order;

(b) disclose documents relevant within the principles relating to discovery of documents, or alternatively, directly relevant, to a specified issue or issues in the proceedings; or
(c) carry out a search to the extent stated in the order for –
(i) documents relevant, in the sense indicated in paragraph (b), or directly relevant to the proceedings or to a specified issue or issues; or
(ii) documents of a particular description or class or in a particular category or identified in any other manner, and disclose any documents within the scope of the order located as a result of that search.
(2) An order for specific disclosure may be made on or without an application.
(3) An application for specific disclosure is to be made on notice and unless in special circumstances at a case management conference.
(4) An application for specific disclosure may identify documents – (a) by describing the class to which they belong; or
(b) in any other manner.
(5) An order for specific disclosure may require disclosure only of documents which are directly relevant to one or more matters in issue in the proceedings.

28.6 Criteria for ordering specific disclosure

(1) When deciding whether to make an order for specific disclosure, the Court must consider whether specific disclosure is necessary in order to dispose fairly of the claim or to save costs.
(2) The Court must have regard to –
(a) the likely benefits of specific disclosure;
(b) the likely cost of specific disclosure; and
(c) whether it is satisfied that the financial resources of the party against whom the order would be made are likely to be sufficient to enable that party to comply with any such order.
(3) If, having regard to paragraph (2) (c), the Court would otherwise refuse to make an order for specific disclosure it may nonetheless make such an order on terms that the party seeking the order must pay the other party's costs of such disclosure in any event.
(4) If the Court makes an order under paragraph (3) it must assess the costs to be paid in accordance with rule 71.6.
(5) The party in whose favour such order for costs was made may apply to vary the amount of costs so assessed."

18. Rules 28.5 and 28.6 of the CPR confer a discretion on the Court to make a specific disclosure order. There is no entitlement to disclosure merely because a document may be relevant. The Court must ask whether the document or class specified is 'directly relevant' to a matter in issue and whether ordering its disclosure is necessary for fair disposal of the claim or to save costs. It must then weigh the likely forensic benefit against the burden and cost of compliance, taking the respondent's resources into account. A properly confined order may be justified where the records are the primary source of an assertion on which a party relies. An application for material whose possible significance is only speculative will ordinarily not be justified.

19. The question is thus not whether further documents could conceivably be useful. It is whether the evidence identifies a sufficient connection between the proposed class and a real issue in the pleadings, and whether a proportionate search or production order is warranted. That assessment must be made separately for each category, with due regard to documents already disclosed, the sources reasonably accessible to the Defendant and any proper claim to privilege.

20. The applicant must also adduce sufficient evidence that the directly relevant document, or class of documents, exist, but has not been disclosed and is within the control of the opposite party. The application must not be based on speculation.

Requests for Information

21. A separate and distinct power governs requests for information. Rules 34.1 to 34.4 of the CPR provide:

> **"34.1 Right of parties to obtain information**
> (1) This Part enables a party to obtain from any other party information relevant to the determination of any matter which is in dispute in the proceedings.
> (2) To obtain the information referred to in paragraph (1), the party must serve on the other party a request identifying the information sought.
>
> **34.2 Orders compelling reply to request for information**
> (1) If a party does not, within fourteen days, give the information or agree to give such information within a reasonable period thereafter which another party has requested under rule 43.1, the party who served the request may apply for an order compelling the other party to do so.
> (2) An order may not be made under this rule unless it is necessary in order to dispose fairly of the claim or to save costs.
> (3) When considering whether to make an order, the Court must have regard to –
> (a) the likely benefit which will result if the information is given;
> (b) the likely cost of giving it; and
> (c) whether the financial resources of the party against whom the order is sought are likely to be sufficient to enable that party to comply with the order.
>
> **34.3 Information obtained under part 34 not to be used in other proceedings.**
> A party may use information obtained –
>
> (a) in compliance with an order under rule 34.2; or
>
> (b) in response to a request to under rule 34.1, only in the proceedings in which the request or order was made unless otherwise ordered by the Court.

34.4 Statement of Truth
Any information provided under this Part must be verified by a statement of truth in accordance with rule 3.8."

22. The tests in Rules 28.6 and 34.2 of the CPR are similar in requiring necessity and attention to benefit, cost and resources. Their subject matter is different. Part 28 requires a decision about documents; Part 34 requires a decision about a defined factual answer.

23. The Overriding Objective requires the Court to deal with the case justly and proportionately. A disclosure order should therefore be no wider than is reasonably needed to resolve the material disputes. Breadth of description, the period covered, the likely repositories, duplication, confidentiality and privilege all bear on that judgment. Equally, proportionality cannot be used to withhold the very records on which a pleaded assertion rests when their production is needed for a fair trial.

Preservation of Documents

24. In **Earles v Barclay's Bank plc (QBD) [2010] Bus LR 566**, Simon Brown J –

> " 28…in this jurisdiction… there is no duty to preserve documents prior to the commencement of proceedings: British America Tobacco Australia Services Ltd v Cowell (2002) 7 VR 524, a decision approved in this country by Sir Andrew Morritt V-C in Douglas v Hello! Ltd (No. 2) (Note) [2003] 1 All ER 1087, para 86. However, the leading textbook in this area, Documentary Evidence by Charles Hollander QC, 10th ed (2009), in para 10-06 suggests that "there might be cases where it was appropriate to draw inferences from a party's conduct before the commencement of proceedings" In my judgment there would have to be some clear evidence of deliberate spoliation in anticipation of litigation before one could legitimately draw evidential "adverse inferences" in those circumstances….29. After the commencement of proceedings the situation is radically different. In Woods v Martins Bank Ltd [1959] 1 QB 55, 60, Salmon LJ said: " It cannot be too clearly understood that solicitors owe a duty to the court, as officers of the court…to make sure, as far as possible, that no relevant documents have been omitted from their client's affidavit." 31. In the case of documents not preserved after the commencement of proceedings then the defaulting party risks "adverse inferences' being drawn for such "spoliation": Infabricks Ltd v Jaytex Ltd [1985] FSR 75."
>
> [Emphasis Supplied]

25. In this jurisdiction, the position is the same. After commencement of proceedings, relevant documents must be preserved and care must be taken to ensure that they are not omitted from disclosure.

26. Under Rule 17.7 of the CPR, the Court may –

> "… make a search order in a proceeding, or before a proceeding commences, with or without notice to the respondent, to –
>
> (a) secure or preserve evidence; and
> (b) require a respondent to permit persons to enter premises for the purpose of securing the preservation of evidence."
>
> [Emphasis Supplied]

Discussion

27. Two important principles must also be observed in the application of the rules here.

28. First, existing disclosure made must be credited. Requiring a second copy of an accessible document ordinarily serves no useful purpose and increases expense. The Court should require precise identification of the documents sought to avoid duplication. By itself, however, the agreed and non-agreed bundle does not establish that disclosure is complete.

29. Second, it is necessary to distinguish the Application from the request for information letter which preceded it. The period of inquiry stated in the letter ended in November 2021; the Application extends it to December 2022 and adds contracts, the Agreement's development, calculation records and ten classes linked to Dr Rolle's witness statement. Nothing is inherently improper in seeking additional material by the Application. The enlarged requests for documents must be justified on their own terms. It cannot be credibly advanced that the documents specified in the Application are disproportionate merely by reference to the narrower scope set out in the earlier request for information letter.

30. With these rules and principles in mind, I have considered the categories of specific disclosure, each information request and the bases advanced for a preservation order.

Categories of Specific Disclosure Sought

31. The categories of specific disclosure sought are addressed below.

Board records — category 1(a)(i)

32. The Defendant pleads that the Agreement lacked proper approval and that its finalization was defective. Dr Rolle says she reviewed Board records and found no approving resolution. In paragraph 9 of her affidavit, she identifies, and offers to produce, relevant minutes and resolutions on which its Defence relies, including records concerning retrospective pension eligibility identified in paragraph 29 of Rolle's Affidavit. The

documents said to support the absence of approval must therefore be disclosed. Otherwise, the Claimants cannot fairly test a central assertion in the Defence.

33. Other Board records also bear directly on the matters in dispute. The termination of the Claimants' employment contracts were Board-related events. Similarly, the Second Claimant's letter of 22 March of complaint was also a Board-related event. The Defendant asserts that the complaint was addressed. Minutes or papers recording the Board's decision to terminate the Claimants' employment and its consideration of the complaint are directly relevant and therefore concern live issues in the proceedings. These documents should also be disclosed.

34. The Claimants seek every board minute, resolution, agenda, pack and attachment between November 2019 and December 2022 without a subject limit. I do not accept that breadth is justified.

35. I hold that the documents to be disclosed in this category should be confined to the period 1 November 2019 to 30 June 2022 and include: (a) the minutes of each board meeting, or board sub-committee meeting, at which executive terms and conditions, the Agreement, the Claimants' executive salaries, increments or benefits or the approval of employment policies, the Claimants' termination and the Second Claimant's complaint were considered and addressed by the board or a sub-committee of the board, with unrelated subject-matter redacted; (b) the board papers and attachments for those items; any recordings of board meetings held by videoconference in 2020 and 2021; and the board minutes and resolutions identified at paragraphs 9 and 29 of the Rolle Affidavit.

Board correspondence - category 1(a)(ii)

36. The Claimants' request for disclosure of board correspondence is likewise directly relevant to the pleaded issues and necessary for the fair disposal of the claims. I, however, do not accept that all board correspondence over the period 1 November 2019 to 31 December 2022 about the terms of service, salaries, increments, benefits and separation of other executive managers of the Defendant are necessary for the fair disposal of the claim. Correspondence about other executive managers is relevant in this category only if the Defendant intends to rely on it to prove its pleaded practice.

37. I therefore similarly hold that the documents to be disclosed in this category should be confined to the period 1 November 2019 to 30 June 2022 and include: (a) emails, letters, memoranda, notes, and correspondence passing between, or issued by, board members relating to the executive terms and conditions, the Agreement, the Claimants' executive salaries, increments or benefits or the approval of employment policies, the Claimants' termination and the Second Claimant's complaint, with unrelated subject-matter redacted; and (b) emails, letters, memoranda, notes, and correspondence passing between, or issued by, board members relating to the terms and conditions of employment or separation

entitlements of any other executive manager of the Defendant, only if the Defendant intends to rely upon such documents to prove its pleaded practice.

Approval/Implementation of the Agreement - category 1(a)(iii)

38. The parties give conflicting accounts of the Agreement's preparation. Mrs Deveaux-Isaacs describes assistance from the former Director of Labour, discussions involving the Claimants and Board members, videoconferences and approval for Mr Gottlieb to execute the Agreement on 26 August 2021. Dr Rolle relies on the records she examined and Mr Walkes' different recollection. The Court need not resolve that conflict now. The relevant drafts, agendas, circulation records, instructions, notes, and evidence of ratification or implementation are required fairly to resolve it at trial.

39. I therefore hold that all documents relating to the negotiation, drafting, preparation, authorization, ratification and implementation of the Agreement, including all drafts, agendas, circulation records, instructions, notes, recordings of meetings held by the Defendant in person and/or by video conference, during the years 2020 and 2021 should be disclosed.

Separation packages of four former executives — category 1(a)(iv)

40. This category concerns the Claimants' request for disclosure of separation packages of four executives formerly employed by the Defendant. The Defendant relies on 'the established business practice for executive employees' at paragraph 9 of the Defences and the 'termination provisions of other executive managers contracts of employment' at paragraph 10 (d) in response to the Claims.

41. The Claimants contend how the Defendant, in fact, calculated and paid the separation entitlement of executives who left after the Claimants is the best evidence of what the practice was, and whether the Agreement or its terms were applied to anyone. If those packages were calculated on the Agreement terms, that tends to support the Claimants' case. If they were calculated on Employment Act terms, the Defendant would presumably wish to rely on them.

42. The Defendant contends the departures occurred after the Claimants were dismissed and are therefore irrelevant.

43. I accept the Defendant has, by its pleadings, put in issue how the separation entitlements of other executives were calculated and paid. Documents evidencing the business practice and termination provisions for other executives, in existence at the time the Claimants were dismissed, are directly relevant. How the separation packages of other executives were calculated and paid after the Claimants were dismissed might be useful. That, however, is not the test. The documents sought must be 'necessary' for the fair disposal of

the claims. I am not satisfied that particulars of the separation packages of the four former executives meet that threshold. I have reached this conclusion in light of the fact that the Claimants also seek specific disclosure of the contracts and employment policies of other executives, which are addressed below. I therefore refuse to make an order for specific disclosure in relation to this category.

Other executives' contracts — category 1(a)(v)

44. The Defendant has made affirmative factual allegations regarding its established business practices for executives and the termination provisions appearing in the employment contracts of other executive managers. These allegations cannot fairly be tested by the Claimants, and assessed by the trial judge, without the source documents showing their terms. Disclosure of the other executives' contracts is necessary to fairly dispose of the claims.

45. I therefore hold that the other executive contracts in force over the period 1 November 2019 to 30 June 2022 must be disclosed, subject to a qualification. Disclosure of irrelevant personal details and descriptions of duties may be redacted.

Executive employment policies — category 1(a)(vi)

46. The Claimants assert the Defendant has withheld their entitlement to leave, salary, allowances, insurance, bonuses and ex gratia payments. The Defendant denies the entitlements claimed and positively relies on its established business practices for executive managers. Therefore, any operative policies governing the disputed components of the Claimant's claims, and any policy on which Defendant relies, are directly relevant and necessary to a fair disposal of the claims.

47. That said, disclosure of a complete institutional policy history would add burden without a corresponding benefit. I therefore hold that specific disclosure must be made by the Defendant in relation to this category, but limited to the Defendant's policy documents, manuals, schedules, conditions of service, salary scales or documents outlining salary, benefits, allowances, termination provisions, and entitlements for executive managers, in force during the period 1 November 2019 to 30 June 2022.

Payment calculations, increments and approvals — category 1(a)(vii)

48. The records underlying the Defendant's calculation of the payments tendered to the Claimants are plainly material. The Claimants assert that their salaries differ from the Defendant's by $2,000 and $2,300 annually, respectively. Those figures feed into other claimed entitlements. The Defendant also accepts a 10 June salary cut-off but disputes payment for 13 June, while the Claimants challenge the amounts tendered on termination.

Payroll, salary-input, attendance and calculation records therefore bear directly on disputed issues.

49. I hold that the Defendant must make disclosure of all documents relating to the calculation and payment of the sums of $116,750.00 and $98,548.98 tendered to the First and Second Claimants respectively, including the Defendant's working papers, schedules, computations, instructions and approvals.

Documents Mentioned In Dr Shianne Rolle Witness Statement – category 1 (a) (viii) a. – j.

50. The Claimants seek specific disclosure of ten (10) sub-categories of documents 'mentioned' in the Witness Statement of Dr Shianne Rolle.

51. I have reviewed each sub-category of documents requested against the contents of Dr Rolle's Witness Statement. I am satisfied the specific disclosure requested in sub-categories 1 (a) (viii) a. to h. are, in fact, 'mentioned' in that Witness Statement. Therefore, under Rule 28.16 of the CPR, the Claimants are entitled to give written notice to the Defendant to make those documents available to them for inspection and copying. Separately, as those documents are being relied upon by the witness to support her testimony at trial, they should be disclosed by the Defendant to the Claimants. I hold that those documents are necessary for the fair disposal of the claims and therefore must be disclosed.

52. I am, however, not satisfied the sub-category of documents requested in paragraph 1(a) (viii)(i) of the Application are, in fact, mentioned in Dr. Rolle's Witness Statement or necessary for the fair disposal of the claims. This sub-category concerns the Claimants' request for all documents relating to the engagement of the deponent, Dr Shianne Rolle, as Human Resources consultant to the Defendant, including her terms of engagement, scope of works, instructions and all reports, memoranda, findings and recommendations produced by her in that capacity insofar as they relate to the benefits and entitlements of executive management staff or to the Agreement. Dr Rolle was not employed by the Defendant at the time of the Claimants' dismissal. In fact, she was not engaged by the Defendant until 28 April 2026, over three (3) years after the Claimants were dismissed as employees of the Defendant. I refuse to make an order for specific disclosure in relation to the documents requested in paragraph 1(a)(viii)(i) of the Application.

53. In paragraph 1(a)(viii)(j), the Claimants request all documents recording the inquiries made of other Government Departments and public corporations referred to at paragraph 22 of Dr Rolle's Witness Statement and all responses thereto. Having reviewed paragraph 22 of Dr Rolle's witness statement, I am also satisfied that this sub-category of specific disclosure is necessary for the fair disposal of the claims. The Defendant must provide the documents concerning the inquiries made and the responses. Dr Rolle relies upon that information to support her evidence that she is unaware of any comparable agreement

providing benefits of the nature claimed under the purported Agreement. I hold that those documents are also necessary for the fair disposal of the claims and therefore must be disclosed.

Reasonable and Proportionate Search Must Be Carried Out

54. This Application has established that there are a significant number of documents required to be disclosed by the Defendant for the fair hearing and determination of the claims. It is acknowledged that some of the documents have been disclosed and are contained in the agreed and non-agreed bundle. There are, however, many documents that were omitted by the Defendant from its List of Documents and have not been disclosed to the Claimants to date. In fact, at paragraph 9 of Dr Rolle's Affidavit, she has deposed –

> "The Defendant … will produce the directly relevant Board minutes and resolutions on which its Defence relies, together with the retrospective pension records identified at paragraph 29 of this Affidavit."
>
> [Emphasis Supplied].

55. The Defendant's position is misaligned with its duty under Rule 28.12 of the CPR makes it clear that the duty of disclosure in accordance with any order for standard disclosure continues until the proceedings are concluded. Rule 28.12 (2) of the CPR expressly provides that –

> "(2) If documents to which that duty extends come to a party's notice at anytime during the proceedings, that party must immediately notify every other party and serve a supplemental list of those documents. (3) The supplemental list must be served not more than fourteen days after the documents to which that duty extends have come to the notice of the party required to serve it."
>
> [Emphasis Supplied]

56. The documents the Defendant 'will produce' are documents the Defendant ought to have produced already by virtue of the standard disclosure order made in these proceedings. If the documents only came to the Defendant's attention after service of their Lists, the Defendant ought to have 'immediately' notified the Claimants of the documents and served a supplemental list within fourteen (14) days from when it came to their attention. The Defendant, however, did not notify the Claimants of the documents until Dr Rolle's affidavit was filed in response to the Application for specific disclosure.

57. Given the number of documents omitted from the Defendant's List and its failure to comply with its duty under Rule 28.12 of the CPR, I conclude that the steps taken by the Defendant to provide disclosure of all documents directly relevant to the matters in

question have been inadequate. In the circumstances, a reasonable, proportionate and defined search order is also required.

58. The search, however, must be defined by subject, period, custodian and source. I hold that the Defendant must carry out a search for all of the documents falling within the categories in paragraph 1(a) of the Application for which specific disclosure has been ordered over the period 1 November 2019 to 30 June 2022, save for the calculation of and pension records, which extend to the date of payment. The search must extend to the following custodians: Executive Chairman, Deputy Chairman, Board Secretary, General Manager, Financial Controller or Chief Financial Officer and Head of Human Resources. The sources to be searched are the board minute books and files, board papers and packs, recordings of virtual meetings, email accounts of the named custodians and the human resources and payroll systems; and where the sources are maintained in a hard copy and electronic format, the search is to be performed both manually and electronically.

59. Ancillary to carrying out the search, the Defendant must produce a supplemental list in accordance with the procedure prescribed in Rule 28.7 of the CPR with a certificate as required by Rule 28.9. In the event documents ordered to be disclosed existed, but are no longer within the Defendant's control, that position must be verified by an affidavit explaining what has happened to such documents, to the Defendant's knowledge.

Time and Manner of Compliance

60. Within fourteen (14) days from the date of this Order, the Defendant must provide the specific disclosure of board records it has indicated that it 'will produce' at paragraph 9 and 29 of the Dr Rolle's Affidavit. Within forty-five (45) days from the date of this Order, the Defendant must complete the searches to be carried out and disclose the remaining documents as ordered. The Defendant is not required to disclose any document that has been previously disclosed in its Lists or that appears in the agreed and non-agreed bundle of documents.

The Requests For Information Sought

61. The Claimants' Request for Information made by letter dated 3 July 2026 under Part 34.1 of the CPR pre-dates the Application and contains four (4) distinct document requests. Each request is also contained in the subsequently filed Application for specific disclosure at paragraphs 1 (a) (i) – (vi). Further, in determining an application under Rule 34.2 of the CPR for an order compelling a party to give information in response to a request made under Part 34.1 of the CPR, criteria to be considered are the same as those considered in an application for specific disclosure. Therefore, this Court's determination of the relief claimed in paragraphs 1 (a) (i) – (vi) of the Application also disposes of the requests under Part 34.1. At this stage, it is unnecessary for the Defendant to be compelled to provide a separate statement of information in response to the Claimants' Request for Information.

For these reasons, I refuse to make the order compelling the Defendant to provide the information requested in the letter dated 3 July 2026 as sought under paragraph 1 (c) of the Application.

The Preservation Order Sought

62. The Claimants seek an order directing the Defendant to preserve all documents and records potentially relevant to these proceedings and to prohibit destruction, deletion, alteration or disposal, including without limitation, board records, salary, separation, pension, terminal benefit schedules and calculations, human resources and payroll records; policies, manuals and conditions of service and all correspondence, emails and other electronic records relating to these matters held on the Defendant's behalf by its officers, employees, agents, consultants and advisers. It is not merely a request to identify documents or explain a completed search. The need for this additional restraint must therefore be examined separately. What is required here is an evidential foundation for the exercise of the Court's discretionary power to impose the additional restraint sought on the Defendant.

63. I have examined grounds set forth in the Notice. None of the grounds identify a threatened destruction, a deletion or retention process, a compromised repository or an event from which a present preservation risk can reasonably be inferred. The existence of a continuing duty to make disclosure and the Defendant's failure to disclose documents are material to the specific disclosure orders. They do not, without further facts, establish a need for an order enjoining the Defendant against loss or destruction.

64. Similarly, the First Affidavit of Mrs. Deveaux-Isaacs does not identify any act, threatened act, retention practice or specific circumstance objectively indicating that the Defendant will not preserve the relevant documents and information. In the 3 July letter, Claimants' attorneys put the Defendant on notice of their position regarding preservation of evidence, but that is not proof of a threatened event.

65. Also, Dr Rolle's statement that she found no approving resolution cannot itself be converted into evidence that one was removed: whether a resolution existed and whether the review was adequate are precisely the disputed matters to be examined. At paragraph 43 of her opposing affidavit, Dr Rolle says that the Claimants identify no act or threat of destruction, alteration or deletion. I agree.

66. The Claimants also contend that an order would provide certainty, given the age of the records, the 2021 changes made to the composition of board members and that it would involve no cost because the Defendant accepts its obligations. Age and changes of personnel can matter where linked by evidence to a particular retention problem. Here no such link is identified. Nor is a general restraint necessarily cost-free: potentially relevant material is wider than the defined production classes, and the order could require decisions

about storage, systems and records held by others on the Defendant's behalf. Claimant Counsel's assurance of no cost does not establish the need for additional coercive relief.

67. Taken individually and cumulatively, I am not persuaded that these matters provide a reasonable, objective basis for concern that the Defendant will fail to preserve, or will destroy, delete, alter or dispose of, potentially relevant records. I am not satisfied by the mere existence of a disclosure dispute and the general importance of the records that the additional restraint should be imposed.

68. I therefore refuse to make the preservation order requested on the present evidence. That refusal, however, does not authorise destruction, diminish existing duties, or protect any future interference with evidence. Liberty to apply remains if a specific risk or other sufficient need for preservation relief is established.

Consequential Matters

Debarring Order Sought

69. In paragraph 1(e) of the Application, the Claimants seek a debarring order in the terms that essentially mirror the provisions of Rule 28.13 of the CPR.

70. The Defendant submits the subject-matter is already governed by Rule 28.13 of the CPR. It would be disproportionate to make a debarring order as the Defendant has not breached any specific disclosure order, "offered production of the Board records relied upon" by its witness and accounted for its documents on affidavit.

71. I do not agree the Defendant has not breached any disclosure order. The evidence shows the Defendant has failed to properly discharge its duty to make proper standard disclosure as ordered and has failed to comply with its continuing duty to disclose directly relevant documents that were brought to its attention. Further, the Defendant has provided no explanation, or excuse, for its failure to make disclosure of the directly relevant documents within its control. The assertions that the Defendant 'will produce' and has 'offered production' are not explanations of why such documents were not disclosed. It is also obvious that such documents are important to the fair hearing and determination of the dispute.

72. I am therefore satisfied that it is appropriate to make a debarring order in the proportionate terms sought in paragraph 1(e) of the Application. The debarring order, however, will only apply to those specific disclosure orders granted.

Case Management Timetable and Supplemental Witness Statements and Costs

73. In light of this Ruling, the case management timetable will have to be revisited. The parties are hereby directed to lay over brief written submissions (8 pages maximum) on variation of the case management timetable (paragraph 1(f) of the Application), filing of supplemental witness statements (paragraph 1(g) of the Application) and on the issue of

costs (paragraph 1(h) of the Application) within 14 days from the date of this Ruling.

Disposition

74. For the foregoing reasons, I make the following orders:

(1) The Defendant shall disclose the documents in subparagraphs (a)–(g) below, to the extent that they are or have been within its possession, custody, power or control and have not already been disclosed in its Lists of Documents or included in the agreed or non-agreed bundle. Nothing in this Order requires a duplicate copy of a document already so disclosed. The periods and subject-matter limits stated below govern the respective classes:

(a) Board records. For the period 1 November 2019 to 30 June 2022: minutes of meetings of the Board of Directors and its sub-committees at which executive terms and conditions, the Agreement, the Claimants' salaries, increments or benefits, approval of relevant employment policies, the termination of either Claimant's employment, or the Second Claimant's complaint were considered or addressed; together with resolutions, papers, agendas and attachments relating to those matters. The Defendant shall also disclose relevant recordings of Board meetings held by videoconference in 2020 and 2021, and the Board minutes and resolutions identified in paragraphs 9 and 29 of Dr Rolle's affidavit filed on 19 October 2026. Material dealing with unrelated matters may be redacted.

(b) Board correspondence. For the period 1 November 2019 to 30 June 2022: emails, letters, memoranda, notes and other correspondence between, or issued by, Board members concerning the matters identified in subparagraph (a), including the Agreement and the Second Claimant's complaint. Correspondence about the terms of employment or separation entitlements of other executive managers shall be disclosed only insofar as the Defendant intends to rely upon it to establish its pleaded business practice. Unrelated material may be redacted.

(c) The Agreement. Documents concerning the negotiation, drafting, preparation, consideration, approval, authorisation, ratification, execution, circulation and implementation of the Executive Management Conditions of Service & Benefits Entitlement Agreement dated 1 July 2021, including relevant drafts, agendas, instructions, notes, circulation records and recordings of meetings held in person or by videoconference during 2020 and 2021.

(d) Other executive managers' contracts. Contracts of employment of executive managers in force at any time between 1 November 2019 and 30 June 2022, including their termination provisions. Irrelevant personal information and descriptions of duties may be redacted.

(e) Executive employment policies. Policy documents, manuals, schedules, conditions of service, salary scales and other documents governing executive managers' salary, benefits, allowances, termination provisions and entitlements which were in

force between 1 November 2019 and 30 June 2022, including documents evidencing the established business practices upon which the Defendant relies in its Defence.

(f) Claimants' payments and increments. All underlying records relating to the calculation and payment of $116,750.00 and $98,548.98 tendered respectively to the First and Second Claimants, including working papers, payroll entries, schedules, computations, salary inputs, instructions and approvals, together with records relating to the disputed 2021 increments and any approval sought from or given by the Minister responsible for Broadcasting or the Minister of Finance in respect of those increments.

(g) Documents underlying Dr Rolle's witness evidence. To the extent not already disclosed, the documents referred to in, reviewed for or relied upon in the witness statement of Dr Shianne Rolle dated 19 June 2026 and filed on 22 June 2026 and described in paragraph 1(a) (viii) a. to h. and j. of the Application.

(2) The applications for specific disclosure of (a) the separation packages and supporting records of Joan Davis Rolle, Beverly Curry, Linda Sands and Natalie Martinborough, sought in paragraph 1(a)(iv) of the Application, and (b) the records concerning Dr Rolle's engagement as a human resources consultant and the reports and other materials produced in that capacity, sought in paragraph 1(a)(viii)(i) of the Application, are refused.

(3) The Defendant shall carry out a reasonable and proportionate search for the documents ordered in paragraph (1), confined by the relevant subjects and periods. Save where paragraph (1) specifies otherwise, the search period shall be 1 November 2019 to 30 June 2022; records of calculations, payment and pensions shall extend to the relevant payment or proposed payment. The search shall include, insofar as reasonably accessible and relevant, records of the Executive Chairman, Deputy Chairman, Board Secretary, General Manager, Financial Controller or Chief Financial Officer and Head of Human Resources; Board minute books and files, papers and packs, recordings of virtual meetings, relevant custodians' email accounts, and human-resources and payroll systems. Hard-copy and electronic records shall be searched.

(4) Within 14 days of the date of this Order, the Defendant shall disclose, and permit inspection and copying of, the directly relevant Board minutes and resolutions and retrospective pension records which it stated in paragraphs 9 and 29 of Dr Rolle's affidavit that it would produce, insofar as those records have not already been disclosed.

(5) Within 45 days of the date of this Order, the Defendant shall complete the search directed by paragraph (4), serve a supplemental List of Documents identifying the documents disclosed under paragraph (1) with a certificate complying with Rules 28.7 and 28.9 of the CPR, and permit inspection and provide copies in accordance with the CPR.

(6) If a document falling within paragraph (1) formerly existed or was within the Defendant's possession, custody, power or control but is no longer so held, the Defendant shall identify it so far as reasonably possible and provide an affidavit of an authorized officer stating, to the best of that officer's knowledge after reasonable inquiry, what

became of it.

(7) The application under Rules 34.1 and 34.2 of the CPR to compel a separate verified answer to the request for information dated 3 July 2026 is refused for the reasons given in paragraph 61 of this Ruling.

(8) The application for an additional preservation order restraining destruction, deletion, alteration or disposal of potentially relevant records is refused.

(9) In the event of the Defendant's failure to comply with the specific disclosure requirements in paragraphs (1), (4), (5) or (6) within the times prescribed, the Defendant shall, subject to further order of the Court, be debarred under Rule 28.13(1) of the CPR from relying at trial upon a document falling within the ordered classes which it has failed to disclose or make available for inspection, and from adducing the evidence of Dr Rolle insofar as it depends on such an undisclosed document.

(10) As to the claims for a variation of the case management timetable, permission for supplemental witness statements to be served, a supplemental bundle to be filed and the issue of costs, the parties must exchange and lodge written submissions, not exceeding eight pages per party, on those matters, within 14 days of the date of this Ruling.

(11) The parties shall have liberty to apply.

Dated: 23rd day of November 2026

Robert K. Adams, KC

Honourable Justice of The Supreme Court (Acting)