

Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

WITNESS STATEMENT OF ANDREW LARGE

1. I, Andrew Large, of CPB Contractors Pty Ltd (**CPB**), headquartered at 520 Wickham Street, Fortitude Valley, in the State of Queensland, affirm as follows:

Background

2. I make this Statement in response to notices issued by Stuart John Wood AM KC, Commissioner of the Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry, appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.
3. Attached to this Statement is a Bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of that Bundle.
4. I am currently employed as a Project Director with CPB.
5. Until recently, I was the Project Director for the CBGU Joint Venture (CPB, BAM International Australia Pty Ltd, Ghella Pty Ltd and UGL Rail Services Pty Ltd (**UGL**)) (**CBGU JV**) working on the Public-Private Partnership (**PPP**) – Tunnel, Stations, and Development (**TSD**) contract of the Cross River Rail Project (**the Project**). I started with the Project when CPB first expressed its interest in tendering for it and was involved in the tender process as the bid manager and later the Project Director.
6. Towards the end of 2025, I stepped away from my role as Project Director on the Project. However, I still assist the CBGU JV in the day-to-day dealings on the Project and reporting to the CBGU JV Board.
7. Prior to starting work on the Project, I was working as Project Director on the Logan Motorway Enhancement Project and prior to that the Moreton Bay Rail Project and Airport link, which were all CPB projects.
8. I have worked with CPB, in various capacities for 33 years.
9. As the CBGU JV Project Director my responsibilities included:
 - (a) ensuring that CPB's safety management system was implemented and observed on the Project (I would consider this my paramount responsibility);
 - (b) ensuring the Project was delivered on time and on budget; and
 - (c) ensuring quality on the delivery of the Project.
10. I reported directly to the CBGU JV Board, who oversaw the PPP-TSD subcontract.

The Cross River Rail Project

11. The tender process for the Project began in April 2018.
12. On 4 April 2019, the CBGU JV as part of the Pulse Consortium was advised that they were the preferred tenderer for the Project, relating to the PPP-TSD contract.

Enterprise Bargaining Process

13. CPB was to be the employing entity for the TSD contract, with UGL in the future for Mechanical Electrical works on the Project.

14. After receiving preferred tenderer status, and as we were working towards financial close, we were required by the Cross River Rail Delivery Authority (**the Authority**) to actively engage with all unions with a commitment to demonstrate "best endeavours" towards reaching an enterprise agreement prior to financial close. Financial close was due to occur by 30 June 2019 and we understood from the Authority that the Government's expectation was for enterprise agreements to be signed prior to financial close occurring.
15. In addition, the Government introduced the Best Practice Principles (**BPP**) around the time we were awarded preferred tenderer status, which we were obliged to comply with as part of the new Government procurement policy and incorporate into our contracts and negotiations with other parties.
16. We began progressing discussions with all relevant unions shortly after being notified that we were preferred tenderer in April 2019.
17. I was on annual leave from 17 June 2019 to 25 July 2019, so did not personally attend meetings in that period. However, I attended two bargaining meetings with the unions, prior to taking leave and was kept up to date as to the progress of other meetings via emails I received. I believe my secretary may have been the person sending out meeting invites throughout the negotiation process. For this reason, meeting invites may appear to indicate that I was present at meetings which I did not actually attend.
18. I and Don Johnson, then Executive General Manager – NSW & Act, Major Projects & Tunnelling of CPB (**Mr Johnson**), also met with representatives of the Authority, including Graeme Newton, CEO of the Authority (**Mr Newton**), on a number of occasions to provide updates on negotiations.
19. Through my participation in meetings and the updates I received, I observed that the Authority was taking quite an active interest in the enterprise bargaining process. Throughout the negotiation process the Authority sought to be kept up to date as to negotiations and attended many bargaining meetings in an observer role. This was not something I had observed on other projects that I had been involved with in the past. I presumed that the Authority was obliged to report back to the Government as to the implementation of the BPPs and that this went some way to explaining their level of interest.
20. During the bargaining process, the Building Trades Group (**BTG**) of unions insisted on bargaining as a group. Discussions on their behalf were mainly led by Jade Ingham of the **CFMEU (Mr Ingham)**. Speaking generally, there was a consistent and unwavering push by the BTG to have CPB agree to a single enterprise agreement that covered all unions and all workers (including subcontractors) who would be engaged on the job. They insisted that the agreement should be based upon the agreement that they had negotiated on the Queen's Wharf project. For the reasons I explain below, this arrangement would have been unworkable for CPB on a major civil and tunnelling infrastructure project.

Best Practice Principles

21. The contract that the CBGU JV, as part of the Pulse Consortium, ultimately signed with the Government, contained a high-level commitment to apply the BPPs on the Project and in negotiating any enterprise agreements. This was reflected in Schedule 4 of the Project Agreement.
22. The terms of the Project Agreement did not delve into the specifics of what the BPPs required. Rather, the statements made in the State Procurement Policy at the time seemed aspirational and unremarkable linked to safety, apprentices and training, and best practice industrial relations. For example, we agreed to "*bring a world class, continuously improving safety culture to the project...*". As a tier one contractor, CPB always strives to enact best practice health and safety policies and achieve the best possible health and safety outcomes.
23. Other requirements, such as "*best practice industrial relations*" seemed to me to be highly subjective and open to interpretation. By way of example, the Project Agreement included a

term that we would “focus on maintaining relationships with all relevant unions and providing a workplace and terms and conditions of employment that attract and retain employees, as well as delivering value for money for the State”. These sorts of commitments did not seem to me to be problematic and, indeed, would be normal on any large project.

24. However, the signals we ultimately received from Government suggested that they had a much more prescriptive idea of what this commitment might involve.
25. For example, I recall we were issued a copy of a letter that the Authority had received from the Deputy Premier, the Honourable Jackie Trad dated 1 February 2019. A copy of that letter is at **Annexure AL-1 at pages 2 to 4** of the Bundle.
26. In discussing the requirement for the Project to comply with the BPPs, the Deputy Premier explicitly referred to the Queen's Wharf Project, “Another important example of competitive rates in the construction market in South East Queensland at the moment is the Queen's Wharf project.”

Meeting 18 April 2019

27. The first meeting I attended was with the AWU on the 12 April 2019 as an introductory start up meeting planned with each union individually. Each of the members of the BTG advised they would only meet as the combined BTG, not individually.
28. The Authority requested that CPB set-up a kick-off meeting with all unions on the 18 April 2019, however only the AWU ultimately attended.

Meeting 8 May 2019

29. The first substantive bargaining meeting occurred on 8 May 2019. I attended this meeting along with:
 - (a) Vince Sanfilippo, CPB – General Manager, Qld & PNG (**Mr Sanfilippo**);
 - (b) Ian Ward, Project Director – Rail, Integration and Systems Alliance (**RIS**) (**Mr Ward**); and
 - (c) Doug Moss, Managing Director of UGL (**Mr Moss**).
30. Representatives of each of the BTG unions attended. I also recall that a representative from the RTBU may have attended this meeting. For the BTG, negotiations were led by Mr Ingham.
31. CPB presented to the group a proposal for three enterprise agreements to be negotiated and ultimately agreed for the Project. The three agreements we proposed were:
 - (a) an agreement to cover tunnelling and shaft works – with the AWU;
 - (b) an agreement for the remaining civil and structural work – with the AWU and CFMEU;
 - (c) an agreement for mechanical and electrical work for tunnel fit out and surface rail structures – with the ETU and the AMWU.
32. Mr Ingham stated that the BTG were insisting that a single agreement be made with all unions, to cover all work on the Project similar to Queen's Wharf conditions and rates. They insisted that they should be a party to any tunnelling works agreement. Tunnelling works are ordinarily delivered under AWU coverage.
33. Mr Ingham also stated that the BTG wanted a “jump-up clause” in the agreement, whereby all workers would be engaged on the same terms and conditions and subcontractors were

obliged to provide these terms and conditions to any of the workers they engage on the Project.

34. After the meeting Mr Johnson sent an email to me, and others, which summarised the outcomes. A copy of the email I received on 8 May 2019 is at **Annexure AL-2 at page 5** of the Bundle. Mr Johnson's outline of the meeting accords with my recollection.
35. Even at this early stage, I saw significant problems with the proposal for a "jump-up" clause. It was my view that agreeing to such a clause would have seen CPB breach the *Code for Tendering and Performance of Building Work 2016* (Cth) (**the Building Code**). Additionally, a singular agreement similar to Queen's Wharf conditions and rates was a major issue for a major civil infrastructure project.

Meeting with the BTG - 16 May 2019

36. A further bargaining meeting was held on 16 May 2019. After the meeting Mr Sanfilippo again sent around a summary. I received the summary. A copy of the email I received on 16 May 2019 is at **Annexure AL-3 at page 6** of the Bundle.
37. At the meeting Mr Ingham made it very clear that the BTG position was an all-in project agreement with Queen's Wharf rates and conditions, and for all subcontractors to have the same rates and conditions. The summary of the meeting makes clear that the BTG position had not meaningfully changed, they were seeking a single agreement aligned to Queen's Wharf with a "jump-up" clause for all subcontractors.
38. Additionally, it seems that the BTG wanted this single agreement to mirror the terms which the CFMEU had negotiated for the Queen's Wharf Project.
39. I was aware generally of the terms of the Queen's Wharf agreement. At the time, I understood it to have the highest rates of pay in Queensland for construction workers. It also contained many restrictive conditions that were not suitable to major civil infrastructure projects, such as the Project. I discuss the reasons for this below.

Meeting with the Authority – 16 May 2019

40. As foreshadowed at the end of Mr Sanfilippo's email, Mr Johnson and I met with Mr Newton later on 16 May 2019.
41. The purpose of the meeting was to update Mr Newton as to how the bargaining meeting went and keep him appraised as to what was happening in the ongoing negotiations. By this time, it was clear that the Authority was taking an interest in the negotiations. CPB wanted to give Mr Newton an understanding of the complexity of trying to reach an agreement or agreements with so many unions, on a complex project, in the short period of time before financial close was due to occur.
42. At the meeting we advised Mr Newton as to the limited progress that had occurred in bargaining to date and noted the divergent positions of CPB and the BTG. We expressed the view that it was going to be difficult to reach an agreement by financial close, noting the respective positions of the parties, but that this remained our goal.

Meeting with BTG - 27 May 2019

43. On 27 May 2019, I attended a further bargaining meeting. From CPB, the attendees were:
 - (a) me;
 - (b) Mr Sanfilippo;
 - (c) Mr Ward; and

- (d) Mr Moss.
44. The BTG attended, along with the RTBU. The AWU did not attend. Discussions on behalf of the BTG were led by Mr Ingham.
45. It was notable that, at this meeting, the BTG upped the ante on their previously stated position. Mr Ingham began the meeting by advising that the BTG had reviewed their position and that they were seeking:
- (a) a single agreement to cover the whole project; and
 - (b) parity for all subcontractors ("*jump-up*" clause).
46. He also stated that Queen's Wharf rates and conditions were not adequate and that the BTG wanted better for the Project.
47. Mr Ingham did not outline precisely which terms and conditions he thought were inadequate. The meeting was very short. Mr Ingham led the CFMEU out after approximately 10 minutes.
48. After Mr Ingham outlined the BTG position, we explained that Queen's Wharf conditions were not going to be workable on the Project. That was a building construction job, this was a civil job, there were different requirements. We did advise the BTG that we would be willing to change our proposed structure, such that we negotiated two agreements. One would be a tunnel and shafts agreement (with the AWU) and the other would involve the rest of the work and be signed with all relevant unions.
49. It was upon us advising that Queen's Wharf was not going to work for the Project, that Mr Ingham stormed out of the meeting with his people.
50. After the meeting Mr Sanfilippo sent a summary around to CPB management. I was copied in. A copy of the email is at **Annexure AL-4 at pages 7 to 8** of the Bundle. Mr Sanfilippo's summary accords with my recollection of the meeting.

PowerPoint Presentation

51. Mr Johnson and I were due to meet with Mr Newton again on 7 June 2019. The purpose of this meeting was to give him a further update as to the progress of the negotiations and step him through some of the difficulties inherent in the position being taken by the BTG.
52. To this end, I arranged for a PowerPoint presentation to be put together. Mr Johnson emailed this presentation to Mr Newton prior to our meeting. A copy of Mr Johnson's email to Mr Newton, along with the attached PowerPoint slides is at **Annexure AL-5 at pages 9 to 31** of the Bundle.
53. Within the presentation I attempted to set out the bargaining positions of both CPB and the BTG and reasons that CPB could not acquiesce to propositions being put forward by the BTG. My hope was to demonstrate that CPB was making a real effort to reach agreement and to help the Authority understand the difficulties we faced. I was aware that the Authority would likely be briefing the Government on the negotiations and wanted to be sure our position was understood.

The One Agreement Issue

54. I note in the slides that the single agreement model proposed by the BTG:
- (a) had never been used before on an infrastructure (civil) project;
 - (b) was not aligned to proposed direct wage employment expectations. Unlike a building project that is generally subcontract and trade based, to deliver TSD the CBGU JV

would employ our own direct labour for traditional tunnelling and support activities under an agreement with relevant conditions and rates. Other elements would be undertaken under subcontract, with those subcontractors employing their own staff via their own existing industrial arrangements; and

(c) would be complicated, difficult to negotiate and administer.

55. The negotiation would be difficult as it would require many unions to agree to a single set of terms. Different elements of the project (for example, tunnelling vs surface works) had different needs and would require different types of conditions. It was going to be very difficult to get one agreement, agreed to by everyone, that adequately addressed the unique needs of the various work types. Even if an agreement was reached, administering such an agreement, which would have necessarily had different rates of pay and different conditions regarding shift entitlements (by way of example) for different areas of work, would have been burdensome.

Differences between Building Projects and Infrastructure Projects

56. As outlined above, building projects and civil infrastructure projects (particularly tunnelling projects) have different needs. Trying to import a building agreement such as Queen's Wharf, onto a civil project such as the Project is trying to put a square peg in a round hole.
57. Generally speaking, building projects involve limited shift work, with the bulk of the work occurring during the day, Monday to Friday. The footprint of the works is relatively limited, usually limited to the particular block of land that a building is being erected on.
58. By contrast, major civil infrastructure projects require significant flexibility to manage the scope and constraints. There are a number of reasons for this. Firstly, the projects are often spread out (as with the Project), they impact public amenities and often require road and rail closures that impact significant areas. Secondly, tunnelling works, once they begin, operate 24 hours a day, 7 days a week and this was the basis of our program to deliver the project on time. Thirdly, as the 'Rail, Infrastructure and Systems' (**RIS**) work of the Project is occurring on and near live Queensland Rail tracks, regular "rail possessions" are necessary at various stages. This involves shutting down a section of the rail network for periods of time whilst work is conducted on or very close to the tracks. To minimise disruption to the public, these rail possessions are timed to occur during low peak times such as public holidays.

Issues with Fixed RDOs

59. As detailed in the PowerPoint, the Queen's Wharf agreement contains 26 fixed rostered days off (**RDOs**) for workers. Such inflexibility in the rostering of RDOs is unworkable on a project such as the Project. The Project requires flexibility to have the workforce on deck during periods such as rail possessions, tunnelling, PUP relocations and cut overs, as discussed above. Under the Queen's Wharf terms, a contractor is required to obtain union approval to have workers work on a fixed RDO and then is required to pay 300% loading. Again, this would not be workable on a project involving rail possessions and around the clock tunnelling.

Subcontractors

60. I make some comments in the PowerPoint around the difficulties the BTG's proposed approach would cause for subcontractors.
61. The BTG was seeking very high rates (as in the Queen's Wharf terms) to be applied to all subcontractors. In our view, agreeing to this would have breached the Building Code. In addition, this could have significant impacts on the subcontractor market generally. It is commonplace that subcontractors work on more than one job. If a subcontractor was forced to pay these very high rates on the Project, they would likely face pressure from their workers on other projects to pass on similar rates. There was a risk this would increase the cost of subcontracted labour in Queensland across the board, including on smaller projects.

Meeting with Newton - 7 June 2019

62. Mr Johnson and I met with Mr Newton later on 7 June 2019.
63. I recall at the start of the meeting Mr Newton said something about the meeting being "off the record". I did not take this to mean that he was doing anything secretive or inappropriate, rather that he was not necessarily conveying the official position of the Authority or the Government.
64. Significantly, Mr Newton advised us that the Government was pushing for CPB to have in principle an agreement with the unions before the Project went through the Cabinet Budget Review Committee. We could not get to financial close without this first going through Cabinet Budget Review Committee.
65. Mr Newton also advised that the Government was supportive of the idea that all workers, including those engaged by subcontractors, should be on the same rates and conditions. We explained that agreeing to such a term would see us breach the Building Code. Mr Newton seemed to understand and appreciate this position.
66. On 10 June 2019, Mr Johnson circulated an email detailing the meeting. A copy of Mr Johnson's email is at **Annexure AL-6 at pages 32 to 33** of the Bundle. His comments reflect my recollection of what was discussed.
67. As noted above, I went on leave on 17 June 2019. Accordingly, I did not have any further personal involvement in the bargaining process, but I was kept up to date by those who were participating.

CFMEU behaviour on site after EA approval

68. CPB continued negotiations with the AWU and two agreements were approved by the Fair Work Commission in October 2019, both agreements were challenged by the BTG through Fair Work but both challenges were unsuccessful.
69. It became clear as works started across the TSD sites around October 2019 that the CFMEU were going to target the Project. As the Building Code was still in place, CPB administered a regimented compliant approach to right of entry. There were many attempts to bypass this which caused significant pressure on the day-to-day operations. As time moved on and works progressed, the Project was subjected to a significant number of right of entries for suspected safety breaches. During the majority of these right of entries, the CFMEU would call Work Health and Safety Queensland (**WHSQ**) to also attend. These interventions were significantly disruptive to progress on site.

Safety Reset

70. On 25 July 2023, an employee of a subcontractor was seriously injured on our Boggo Rd Cross River Rail site, after falling from some scaffolding.
71. As the Project Director, I was notified shortly after the incident occurred. I notified the CBGU JV Board and CPB management.
72. Our first concern was for the wellbeing of the injured worker, Nation Kouka, and for any other workers who were impacted. Our second priority was to ensure we cooperated with and assisted any work health and safety investigation.
73. CPB moved quickly to activate additional support on the job. This included bringing in additional personnel from around the country to enhance our employee assistance program capacity, to assist any workers who were personally impacted by witnessing or hearing about the incident. We also activated additional personnel who could assist in facilitating the WHSQ investigation.

74. We immediately shut down the Boggo Road site so that we could ensure it was safe. We also conducted a review of all scaffolding across the Project, to ensure the scaffolding was safe and that our policies relating to scaffolding were appropriate.
75. The day after the incident the CFMEU began making claims that the entire Project was unsafe and that workers should not return. They began to lock down the sites and tell workers to go home. Members of the CFMEU and ETU picketed the site entrances and placed locks and chains on the gates so that workers could not enter.
76. This lock down culminated in Mr Ingham sending a list of demands to the Authority, which the CFMEU said had to be met before work was to continue. I cannot recall precisely how I received the letter of demand, but it had begun circulating shortly after it was received by the Authority. A copy of the CFMEU list of demands which Mr Ingham sent to the Authority is at **Annexure AL-7 at pages 34 to 37** of the Bundle.
77. I reject any suggestion that the Project or its sites were unsafe or had a poor safety record. CPB took safety incredibly seriously. The Total Recordable Injury Frequency Rate for the Project was well below the average for a project of this nature.

Safety reset meeting – 28 July 2023

78. By 28 July 2023, it was clear that we needed to do something to get people back to work. A plan was formed to call a meeting with all the Unions. This meeting occurred on 28 July 2023.
79. Prior to the meeting there were some discussions within CPB & CBGU -JV management around the CFMEU terms and goals that we could take to the meetings. We knew some of the demands in Mr Ingham's demand letter would cause problems for the Project. From my point of view, although the CFMEU used the incident at Boggo Road as the premise for their demands, a number of them had very little to do with safety or the specific incident which had occurred. Rather, their demands were wide reaching and would have been a significant change to the operating environment on the Project. The premise, which I did not accept, was that there was an overarching issue with safety on the Project.
80. It seemed to me that they were trying to take advantage of this incident to cement their influence on the Project from within, considering the existing Enterprise Agreements with the AWU were due to expire in October that year.
81. Nevertheless, we went into the meeting with an open mind. There was a collective view that we needed to take a pragmatic approach to the CFMEU demands. We had a clear goal to get the Project up and running again.
82. From CPB, the meeting was attended by:
- (a) me;
 - (b) Jason Spears (then Managing Director of CPB);
 - (c) Graeme Silvester; and
 - (d) Mr Johnson.
83. The following Union representatives were present:
- (a) CFMEU – Mr Ingham, Michael Ravbar (State Secretary) and Dean Mattis (Organiser);
 - (b) ETU – Peter Ong (State Secretary) and Chris Lynch (Assistant State Secretary);

- (c) AWU – Stacey Schinnerl (State Secretary) and Mark Raguse (Assistant State Secretary); and
 - (d) Representatives from the CEPU and AMWU.
84. Mr Johnson opened the meeting by presenting a “reset plan” we had formulated. The plan was focused on scaffolding and safety. A copy of the plan we presented is at **Annexure AL-8 at pages 38 to 40** of the Bundle.
85. There was initial discussion of the plan during the meeting. Mr Ingham took the lead for the BTG during the meeting. The tenor of his approach was “why are you going through these details, it’s clear what you have to do”. The focus was then on the demands that had been presented by the CFMEU.
86. CPB pushed back on a number of matters. We made it clear that we would not remove the turnstiles. The turnstiles had no relevance whatsoever to the incident that had occurred and were important for safe management of the sites. A number of the TSD sites (where turnstiles were in operation) were in heavily trafficked areas of the CBD. It was important that the sites were secured from the public. Further, the turnstiles, and their linked Damstra swipe on system, allowed CPB to keep track of who was on the site at any given time. Keeping track of who is on site is a common safety requirement of any worksite. Ultimately, we had an obligation to keep the site secured.
87. We pushed back on the suggestion that union organisers should be allowed unrestricted access to the sites. Whilst we were content to allow access, within legal constraints, we insisted that any organiser attending the site be subject to our sign in and alcohol and drug testing requirements and be escorted whilst they were present.
88. We gave ground on a number of the other demands. In particular, CPB agreed to employ a number of health and safety representatives (**HSRs**) directly on the Project. We did not see this as something that was necessary on site as the majority of subcontractors already had active HSRs on the project and in the site safety committees. However, we had to make concessions to get the job running. We insisted that any HSRs who were employed would have to work productively on the Project, as we were not going to have “non-working” HSRs. This was agreed to by Mr Ingham but in practice did not eventuate.
89. I recall the AWU representatives said very little during the meetings.

Health and Safety Representatives

90. Consistent with our commitment to employ a number of working HSRs, Mr Johnson began emailing me the resumes of proposed candidates provided by Mr Ingham for vetting and employment on the TSD side of the Project.
91. The first tranche of emails I received was on 13 August 2023. Mr Johnson forwarded me the resumes of:
- (a) Trent Broadhurst (**Mr Broadhurst**) – Day Shift, Boggo Road and South Portal;
 - (b) Steven Amies – Day Shift, Lot 2 (Albert Street);
 - (c) Adam Langford – Day Shift, North Portal;
 - (d) Joseph Pryor – Day Shift, Roma Street;
 - (e) Sean Korostovetz (**Mr Korostovetz**) – Night Shift, Lots 1, 2 & 3 (Albert Street); and
 - (f) Ryan Rowley – Night Shift, Gabba.

A copy of the email I received on 13 August 2023 attaching the resumes is at Annexure **AL-9 at pages 41 to 61** of the Bundle.

92. I understood that Mr Johnson wanted us to move quickly to put these workers on, as their employment of the HSRs was a critical step in getting the sites back to full working capacity following the safety reset.
93. Mr Johnson was the conduit to Mr Ingham at the time. I did not have any involvement in these discussions. My role was to pass the resumes on to our Construction Director Anthony Zervaas (**Mr Zervass**) and our HR people and to oversee the onboarding of the HSRs that were sent to me.
94. On 14 August 2023, I sent an email to Mr Zervass and Shared Services Director Chris Butler (**Mr Butler**) asking for any feedback or prior knowledge they had in relation to this first batch of HSRs. A copy of my email to Mr Zervass and Mr Butler is at **Annexure AL-10 at page 62** of the Bundle.
95. Later on 14 August 2023, I received an email from Mr Zervaas in which he provided some feedback he had received as to the suitability of this first batch of HSRs. A copy of Mr Zervaas' email to me is at **Annexure AL-11 at pages 63 to 64** of the Bundle.
96. On 15 August 2023, Mr Johnson sent me a further resume for Mark McKean, who was proposed to be employed on the night shift at the Roma Street site. A copy of Mr Johnson's email to me is at **Annexure AL-12 at pages 65 to 70** of the Bundle.
97. On 21 August 2023, Mr Butler copied me into an email he sent to Mr Zervaas indicating which HSRs were already employed on the Project (by subcontractors). A copy of Mr Butler's email to Mr Zervaas is at **Annexure AL-13 at pages 71 to 74** of the Bundle.
98. On 21 August 2023, Mr Zervaas copied me into an email he sent to Mr Butler which contained a table detailing his recommendation in relation to each of the HSRs. Most notably, Mr Zervass had recommended that Mr Korostovetz and Richie Atutolu (**Mr Atutolu**) not be employed by CPB. He did not give details as to the issue with Mr Korostovetz. In relation to Mr Atutolu he stated "based on historical feedback, assume we should push back on this candidate". This was based on the known experience of Mr Atutolu as an employee of Heinrich, a form work subcontractor on the project at the Gabba site. A copy of Mr Zervaas' email is at **Annexure AL-14 at pages 75 to 79** of the Bundle.
99. On 25 August 2023, I received a table from Mr Zervaas that provided a status update as to the onboarding of each of the respective HSR candidates. On the same day, I forwarded the table to Mr Johnson. I was aware that he was in discussion with Mr Ingham as to how the onboarding was going and wanted to ensure he was kept in the loop. A copy of my email to Mr Johnson and the attached table is at **Annexure AL-15 at pages 80 to 82** of the Bundle.
100. It is noted in the table that we would not be proceeding with employing Michael Fisher (**Mr Fisher**) and that a replacement would be proposed. This was because Mr Fisher advised he would no longer be available and withdrew his application. By this time, a decision had been made to proceed with employment of Mr Korostovetz and Mr Atutolu solely in the interest of getting the project back up and running effectively.
101. On 28 August 2023, Mr Johnson emailed me the resume of Ross Love (**Mr Love**). I understood he was the proposed replacement for Mr Fisher. A copy of Mr Johnson's email is at **Annexure AL-16 at pages 83 to 90** of the Bundle.
102. On 29 August 2023, I emailed Mr Johnson a copy of an updated HSR onboarding status table. A copy of my email and the attached table is at **Annexure AL-17 at pages 91 to 99** of the Bundle

103. Later on 29 August 2023, I emailed Mr Johnson and Mr Sanfilippo a copy of a further updated HSR onboarding status table. A copy of my email to Mr Johnson and Mr Sanfilippo and the attached table is at **Annexure AL-18 at pages 100 to 104** of the Bundle.
104. On 30 August 2023, Mr Zervaas copied me onto an email containing an updated HSR onboarding status table. A copy of Mr Zervaas' email and the attached table is at **Annexure AL-19 at pages 105 to 109** of the Bundle.
105. Notably this email contained a chain of earlier emails Mr Zervaas had exchanged. Within the email chain he noted CFMEU organiser Dean Mattas had provided the feedback which resulted in Mr Fisher being replaced by Mr Love. I forwarded this table and email chain to Mr Johnson and Mr Sanfilippo the same day. A copy of my forwarded email to Mr Johnson and the attached table is at **Annexure AL-20 at pages 110 to 114** of the Bundle.
106. On 31 August 2023, Mr Zervaas copied me into an email providing a further HSR onboarding status table. A copy of Mr Zervaas' email and attached table is at **Annexure AL-21 at pages 115 to 120** of the Bundle. This table noted that a "health management plan" was required for Mr Broadhurst. I cannot find a record of me providing this version of the table to Mr Johnson.
107. On 5 September 2023, Mr Zervaas copied me into an email providing a further HSR onboarding status table. A copy of Mr Zervaas' email and the attached table is at **Annexure AL-22 at pages 121 to 127** of the Bundle. I cannot find a record of me providing this version of the table to Mr Johnson.
108. On 6 September 2023, Mr Zervaas copied me into an email providing a further HSR onboarding status table. A copy of Mr Zervaas' email and the attached table is at **Annexure AL-23 at pages 128 to 134** of the Bundle. I cannot find a record of me providing this version of the table to Mr Johnson.
109. On 8 September 2023, Mr Zervaas copied me into an email providing a further HSR onboarding status table. A copy of Mr Zervaas' email and the attached table is at **Annexure AL-24 at pages 135 to 142** of the Bundle. I cannot find a record of me providing this version of the table to Mr Johnson.
110. On 3 October 2023, Mr Zervaas emailed me an update on the remaining TSD HSRs who had not yet been onboarded. These were Mr Love and Mr Broadhurst. In relation to Mr Broadhurst, he noted that the medical documentation for Mr Broadhurst assessed him as "high risk". A copy of Mr Zervaas' email is at **Annexure AL-25 at pages 143 to 145** of the Bundle.
111. Prior to seeing this email I had seen a letter dated 6 September 2023, from occupational physician Dr Kalesh Seevnarain in which the doctor offered the opinion that Mr Broadhurst was "*at high risk of possible workplace injury and is at high risk of injury to himself or others*". A copy of the redacted letter is at **Annexure AL-26 at page 146** of the Bundle.
112. On 9 October 2023, I sent an email to Mr Johnson advising him that all HSRs, save for Mr Broadhurst, had been onboarded. I noted that there were issues with Mr Broadhurst's medical assessment and provided a copy of Mr Zervaas earlier comments. A copy of my email is at **Annexure AL-27 at pages 147 to 148** of the Bundle.
113. Ultimately a decision was made that Mr Broadhurst's conditions could be safely managed on the Project via a health management plan, and he was employed by CPB on the Project.

I affirm the contents of this statement are true.

Witness Statement of Andrew Large

Signature of Deponent



Place **MILTON - BRISBANE** Date **23 / 4 / 2026**

Before me (signature of witness)



NICHOLAS HOWARD
Full name of witness (please print)

- Justice of the Peace (JP #)
- Notary public
- Lawyer
- Another authorised person (specify)