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**From:** Jonathan Gribben [GRO]  
**Sent:** Fri 22/02/2019 4:32:08 PM (UTC)  
**To:** Anthony de Garr Robinson [GRO]; Andrew Parsons [GRO];  
[GRO] Owain Draper [GRO]; 'Simon  
Henderson' [GRO]  
**Subject:** Parker 3 [WBDUK-AC.FID123822914]  
**Attachment:** \_DOC\_154418863(2)\_Third Witness Statement of Steven Paul Parker v3.DOCX

Dear all,  
Please find attached a draft of Parker 3, which incorporates comments from Steve.

All comments welcome.

Kind regards  
Jonny

**Jonathan Gribben**  
Managing Associate  
Womble Bond Dickinson (UK) LLP

d: [GRO]  
m: [GRO]  
t: [GRO]  
e: [GRO]  
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**From:** Anthony de Garr Robinson [GRO]  
**Sent:** 22 February 2019 14:16  
**To:** Andrew Parsons; Owain Draper; 'Simon Henderson'  
**Cc:** Jonathan Gribben  
**Subject:** RE: JM2 schedule

Good grief, and good.

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**From:** Andrew Parsons [GRO]  
**Sent:** 22 February 2019 13:27  
**To:** Anthony de Garr Robinson [GRO]; Owain Draper [GRO]; 'Simon  
Henderson' [GRO]  
**Cc:** Jonathan Gribben [GRO]  
**Subject:** RE: JM2 schedule

Further update from Robert.

Coyne is still being a pain.

RW asked him straight up whether he thought Horizon was robust, and Coyne refused to answer the question!

Coyne is focusing on there being little evidence of PO remediating branches after a bug. RW's response (entirely unprompted by me) is that this is missing the point and he intends to put the following in the joint memo:

- Whether the SPM is remediated has a bearing on whether the branch accounts are accurate but has no bearing on the reliability of Horizon.
- Horizon is reliable if the bugs are fixed so that they don't reoccur.

- One would not expect to see evidence of remediation in the Peaks and KELs because that was not their purpose so Coyne's point about a lack of evidence misunderstands the evidence he has.

This very neatly aligns with what Parker 3 will say.

A

**Andrew Parsons**

Partner

Womble Bond Dickinson (UK) LLP

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**From:** Anthony de Garr Robinson **GRO**  
**Sent:** 22 February 2019 12:27  
**To:** Owain Draper; 'Simon Henderson'; Andrew Parsons  
**Cc:** Jonathan Gribben  
**Subject:** RE: JM2 schedule

He's not an idiot, he's biased.

Can you bounce over a copy of the document?

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**From:** Owain Draper **GRO**  
**Sent:** 22 February 2019 12:25  
**To:** Anthony de Garr Robinson **GRO**; 'Simon Henderson' **GRO**  
'Andrew Parsons' **GRO**  
**Cc:** Jonathan Gribben **GRO**  
**Subject:** Re: JM2 schedule

Found it. The answer is that the document that Coyne cites at Coyne 2/5.404(c) does not say what he says it does. It is fairly clear! The amount settled centrally WILL be treated as a debt UNLESS it is disputed.

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**From:** Anthony de Garr Robinson **GRO**  
**Date:** Friday, 22 February 2019 at 12:13  
**To:** 'Simon Henderson' **GRO**; 'Andrew Parsons' **GRO**  
**GRO**, Owain Draper **GRO**  
**Cc:** Jonathan Gribben **GRO**  
**Subject:** RE: JM2 schedule

I do agree – although as RW made Simon's points forcefully to JC in an email a few days ago, I doubt much needs to be

said – it's more a matter of gently reminding him about what he knows already. I strongly suspect that RW will end up there anyway. I don't think there is anything more we can or should do. I am at least pleased that RW is determined to produce something in a form, which is useful to the court. The other side's mucking about with his inputs when they have control, is remarkable and troubling, but this is all WP and each expert can do what he wants. The only sanction is if it becomes apparent that one expert is trying to help the court and the other is not. We've no idea if the final document will demonstrate that we are in this territory.

**On RW setting out what he thinks about the 22 bugs in a table, can I repeat a point I made the other day – have we checked that what he thinks (he gave us a table a week ago) says anything radically inconsistent with what we now think about the 22 bugs and, if so, is there anything we can do about that, without giving RW material that is not available to Coyne?**

On a careful reading of the reports, there should be much more for the experts to agree about than a superficial reading suggests. Virtually all the miscellaneous operational/functional issues should be agreed (2 – Horizon alerting SPMs to bugs; 3 – how does Horizon compare its data to outside data; 8 and 9 – reporting functions available to Post Office/Fujitsu and SPMs; 14 – functionality in balancing and accepting/disputing shortfalls; and 15 – TCs).

Incidentally, one possible exception is issue 14c(ii), where JC has pointed out that our stated position in the common issues trial was that a disputed shortfall that was settled centrally was recorded as a debt due to Post Office. **I keep meaning to ask - has RW asked for any help on the point? Do you have any thoughts that might help, Owain?**

I don't think it is unhelpful for the experts to delay addressing remote access, since we may be serving useful evidence on the point in the early part of next week (he said, hopefully). I approved of the proposal to have staged joint statements, one dealing with robustness/the 22 bugs and some low hanging fruit, and the other dealing with remote access etc. But there is no more time to play with and we obviously want everything signed off by next Friday at the absolute latest.

Tony

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**From:** Simon Henderson [GRO]  
**Sent:** 22 February 2019 11:52  
**To:** 'Andrew Parsons' [GRO]; Anthony de Garr Robinson [GRO]  
Owain Draper [GRO]  
**Cc:** Jonathan Gribben [GRO]  
**Subject:** RE: JM2 schedule

Andy

I think it would be legitimate to remind Robert that this is a statement of matters agreed and not agreed and while as a general principle agreement is better than disagreement, he is perfectly entitled to record his position of disagreement in a standalone way as long as it is made clear that such sections are his views alone. In other words, he can if he wants go through e.g. the 22 issues and saying what he accepts and rejects in relation to each issue. That is perhaps a less useful way of presenting things for the Court – since the extent of agreement and disagreement may not be as apparent as it would be for example if there were to be a single table, but it is a great deal more useful than producing nothing.

Tony – do you agree?

Best  
Simon

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**From:** Andrew Parsons [GRO]  
**Sent:** 22 February 2019 11:31  
**To:** Anthony de Garr Robinson [GRO]; Simon Henderson [GRO]  
Owain Draper [GRO]  
**Cc:** Jonathan Gribben [GRO]

**Subject:** FW: JM2 schedule  
**Importance:** High

All

See below. Looks like the joint memo is not going well.

I'm not sure that there is a lot that we can do?  
A

**Andrew Parsons**  
Partner  
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**From:** robert.worden@wombledon.com [GRO]  
**Sent:** 22 February 2019 10:27  
**To:** Andrew Parsons; Jonathan Gribben  
**Cc:** 'Chris Emery'  
**Subject:** JM2 schedule  
**Importance:** High

Andy -

Producing JM2 is proving very difficult.

Jason and Siobhan made a total mess of it while they were editing it into their template, and conveniently lost a large proportion of my inputs.

Yesterday Chris did a heroic job of restoring it to a decent state, and restoring all my inputs.

However, I strongly suspect that Jason is creating confusion and delay in order to stop it being a useful document for the court. Siobhan is competent and could have produced a decent document if she had wanted to.

He and Siobhan have the baton today on the master version, and might try to make a mess of it again. (if necessary I will go back to a clean version and put in their rows and mods to agreements which I can accept)

We agreed during the meeting that getting JM2 out today was not possible, and that we would probably slip until Monday.

Jason is at a wedding most of the weekend, and Chris is tied up for most of it. Fortunately I have most of the weekend available to sort it out if necessary.

It appears that JM2 is going to cover the bugs table and selected issues - certainly 1, certainly not 3, certainly not remote access 10, probably 9, 14 and 15.

A schedule of Wednesday for JM3 is therefore looking very challenging.

Any advice gratefully received!

Robert

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