



**IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMON LAW DIVISION
GROUP PROCEEDINGS LIST**

No. S ECI 2023 00969
Case: S ECI 2023 00969
Filed on: 23/03/2026 12:49 PM

BETWEEN

JARED MAXWELL ROOKE

Plaintiff

- and -

AUSTRALIAN FOOTBALL LEAGUE

-and-

First Defendant

GEELONG FOOTBALL CLUB (ACN 005 150 818)

Second Defendant

-and-

HUGH SEWARD & Ors According to the Schedule

First Third Party

DEFENCE OF ELEVENTH THIRD PARTY

Date of document: 17 March 2026

Filed on behalf of the Eleventh Third Party

Prepared by:

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To the third party notice dated 18 September 2025 (**TPN**), the Eleventh Third Party (**Dr McGivern**) says as follows.

She adopts defined terms from the TPN without making any admission.

Parties and the Proceeding

1. She admits paragraph 1.
2. She admits paragraph 2.
3. As to paragraph 3:
 - (a) She admits the allegations in subparagraph 3(k)(i);
 - (b) She admits the allegations in subparagraph 3(k)(ii);

- (c) She says that she was engaged as a Medical Officer (**MO**) for the Geelong Football Club (**GFC**) during the McGivern Period and that in that role she provided medical advice, treatment, care and management to some Geelong Players that presented to her with injury or suspected injury from time to time;
- (d) She otherwise denies the allegations in subparagraph 3(k)(iii);
- (e) She does not admit paragraphs 3(b) - (j) and (l) inclusive as they make no allegation against her.

Claims by the plaintiff and Geelong sub-group members

4. As to paragraph 4 she:

- (a) admits the plaintiff has made the allegations referred to therein;
- (b) adopts and relies on each denial and positive defence contained in:
 - (i) the defence of the first defendant (AFL) dated 17 December 2024 (**AFL Defence**);
 - (ii) the defence of GFC dated 20 December 2024 (**GFC Defence**);

save for any allegations made against her (direct or indirect) in those defences.

5. As to paragraph 5 she:

- (a) admits the plaintiff has made the allegations referred to therein;
- (b) says further that the McGivern Period of her engagement by GFC concluded in 2005 and that any allegations by the plaintiff outside of that period are not relevant to her;
- (c) adopts and relies on each denial and positive defence contained in:
 - (i) the AFL Defence;
 - (ii) the GFC Defence;

save for any allegations made against her (direct or indirect) in those defences.

6. As to paragraph 6 she:

- (a) Admits that GFC advance the allegations in paragraph 6 in the circumstances described in paragraph 6;
- (b) Denies that GFC (or the AFL) is entitled to any contribution or other remedy from her.

Other Club Doctors

- 7. She does not admit paragraph 7 as it makes no allegation against her.
- 8. She does not admit paragraph 8 as it makes no allegation against her.
- 9. She does not admit paragraph 9 as it makes no allegation against her.
- 10. She does not admit paragraph 10 as it makes no allegation against her.
- 11. She does not admit paragraph 11 as it makes no allegation against her.
- 12. She does not admit paragraph 12 as it makes no allegation against her.
- 13. She does not admit paragraph 13 as it makes no allegation against her.
- 14. She does not admit paragraph 14 as it makes no allegation against her.
- 15. She does not admit paragraph 15 as it makes no allegation against her.
- 16. She does not admit paragraph 16 as it makes no allegation against her.
- 17. She does not admit paragraph 17 as it makes no allegation against her.
- 18. She does not admit paragraph 18 as it makes no allegation against her.
- 19. She does not admit paragraph 19 as it makes no allegation against her.
- 20. She does not admit paragraph 20 as it makes no allegation against her.
- 21. She does not admit paragraph 21 as it makes no allegation against her.
- 22. She does not admit paragraph 22 as it makes no allegation against her.
- 23. She does not admit paragraph 23 as it makes no allegation against her.
- 24. She does not admit paragraph 24 as it makes no allegation against her.
- 25. She does not admit paragraph 25 as it makes no allegation against her.

26. She does not admit paragraph 26 as it makes no allegation against her.
27. She does not admit paragraph 27 as it makes no allegation against her.
28. She does not admit paragraph 28 as it makes no allegation against her.
29. She does not admit paragraph 29 as it makes no allegation against her.
30. She does not admit paragraph 30 as it makes no allegation against her.
31. She does not admit paragraph 31 as it makes no allegation against her.
32. She does not admit paragraph 32 as it makes no allegation against her.
33. She does not admit paragraph 33 as it makes no allegation against her.
34. She does not admit paragraph 34 as it makes no allegation against her.
35. She does not admit paragraph 35 as it makes no allegation against her.
36. She does not admit paragraph 36 as it makes no allegation against her.
37. She does not admit paragraph 37 as it makes no allegation against her.
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42. She does not admit paragraph 42 as it makes no allegation against her.
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48. She does not admit paragraph 48 as it makes no allegation against her.

49. She does not admit paragraph 49 as it makes no allegation against her.
50. She does not admit paragraph 50 as it makes no allegation against her.
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95. She does not admit paragraph 95 as it makes no allegation against her.
96. She does not admit paragraph 96 as it makes no allegation against her.
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100. She does not admit paragraph 100 as it makes no allegation against her.
101. She does not admit paragraph 101 as it makes no allegation against her.
102. She does not admit paragraph 102 as it makes no allegation against her.
103. She does not admit paragraph 103 as it makes no allegation against her.
104. She does not admit paragraph 104 as it makes no allegation against her.
105. She does not admit paragraph 105 as it makes no allegation against her.
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107. She does not admit paragraph 107 as it makes no allegation against her.
108. She does not admit paragraph 108 as it makes no allegation against her.
109. She does not admit paragraph 109 as it makes no allegation against her.
110. She does not admit paragraph 110 as it makes no allegation against her.
111. She does not admit paragraph 111 as it makes no allegation against her.
112. She does not admit paragraph 112 as it makes no allegation against her.
113. She does not admit paragraph 113 as it makes no allegation against her.
114. She does not admit paragraph 114 as it makes no allegation against her.
115. She does not admit paragraph 115 as it makes no allegation against her.
116. She does not admit paragraph 116 as it makes no allegation against her.
117. She does not admit paragraph 117 as it makes no allegation against her.

- 118. She does not admit paragraph 118 as it makes no allegation against her.
- 119. She does not admit paragraph 119 as it makes no allegation against her.
- 120. She does not admit paragraph 120 as it makes no allegation against her.
- 121. She does not admit paragraph 121 as it makes no allegation against her.
- 122. She does not admit paragraph 122 as it makes no allegation against her.
- 123. She does not admit paragraph 123 as it makes no allegation against her.
- 124. She does not admit paragraph 124 as it makes no allegation against her.
- 125. She does not admit paragraph 125 as it makes no allegation against her.
- 126. She does not admit paragraph 126 as it makes no allegation against her.

Dr McGivern

- 127. As to paragraph 127 she:
 - (a) Denies paragraph 127(a);
 - (b) Admits that on each occasion that she provided medical advice, treatment or management (**Medical Care**) to a Geelong Player in her capacity as a MO she owed that player a duty to exercise reasonable care and skill in accordance with reasonable medical practice at the relevant time and otherwise denies subparagraph 127(b).
- 128. As to paragraph 128 she:
 - (a) Refers to and repeats paragraph 127 above;
 - (b) Otherwise does not admit paragraph 128.
- 129. As to paragraph 129 she:
 - (a) Admits that during the McGivern Period, GFC relied on her medical expertise at those times that she was providing Medical Care to individual Geelong Players in her capacity as a MO and otherwise denies subparagraph 129(a);

- (b) Admits that during the McGivern Period, individual Geelong Players relied on her medical expertise at those times that she was providing Medical Care to them in her capacity as a MO and otherwise denies subparagraph 129(b).

130. As to paragraph 130 she:

- (a) Does not admit subparagraph 130(a);
- (b) Denies subparagraph 130(b);

131. As to paragraph 131 she:

- (a) Refers to and repeats her denial in subparagraph 127(a);
- (b) As to subparagraph 131(b):
 - (i) By operation of s 58 of the *Wrongs Act* 1958 (Vic) or at common law, the relevant standard of care is to be assessed as at the date of the alleged negligence and not at a later date.
 - (ii) The McGivern Period covers the time period from 2000 to 2005;
 - (iii) The state of medical knowledge about the risk of permanent brain injury from concussion has changed significantly since the conclusion of the McGivern Period;
 - (iv) She refers to and repeats paragraph 130 above;
 - (v) At all times during the McGivern Period she provided Medical Care to Geelong Players in accordance with the rules and regulations made by the AFL from time to time;
 - (vi) At no time during the McGivern period did the rules and regulations made by the AFL from time to time require the reasonable precautions;
 - (vii) The reasonable precautions, as described in paragraphs 30(a), (h), (i) and (j) of the plaintiff's Amended Statement of Claim (**ASOC**) are not properly particularised;
 - (viii) What was reasonably required in the provision of Medical Care to individual Geelong Players, on each occasion, depended on the clinical presentation of the player at that time;

(ix) She otherwise denies subparagraph 131(b).

- 132. She denies paragraph 132 and refers to and repeats paragraph 131 above.
- 133. She denies paragraph 133 and refers to and repeats paragraph 131 above.
- 134. She denies paragraph 134 and refers to and repeats paragraph 131 above.
- 135. She denies paragraph 135 and refers to and repeats paragraph 131 above.
- 136. She denies paragraph 136 and refers to and repeats paragraph 131 above.
- 137. She denies paragraph 137 and refers to and repeats paragraph 131 above.
- 138. She denies paragraph 138 and refers to and repeats paragraph 131 above.

Other Club Doctors

- 139. She does not admit paragraph 139 as it makes no allegation against her.
- 140. She does not admit paragraph 140 as it makes no allegation against her.
- 141. She does not admit paragraph 141 as it makes no allegation against her.
- 142. She does not admit paragraph 142 as it makes no allegation against her.
- 143. She does not admit paragraph 143 as it makes no allegation against her.
- 144. She does not admit paragraph 144 as it makes no allegation against her.
- 145. She does not admit paragraph 145 as it makes no allegation against her.
- 146. She does not admit paragraph 146 as it makes no allegation against her.
- 147. She does not admit paragraph 147 as it makes no allegation against her.
- 148. She does not admit paragraph 148 as it makes no allegation against her.
- 149. She does not admit paragraph 149 as it makes no allegation against her.
- 150. She does not admit paragraph 150 as it makes no allegation against her.

Alleged Liability of the Club Doctors

- 151. As to paragraph 151 she:

- (a) Admits that GFC has and might continue to incur Costs in the circumstances alleged;
 - (b) Denies that GFC has any entitlement to recover those Costs (or any part thereof) from her.
152. As to paragraph 152 she:
- (a) Admits that in the circumstances alleged GFC might suffer loss in the amount of any Judgment Sums;
 - (b) Denies that GFC has any entitlement to recover the amount of any Judgment Sums (or any part thereof) from her.
153. As to paragraph 153 she:
- (a) Admits that in the circumstances alleged GFC might suffer loss in the amount that of any Settlement Sums;
 - (b) Denies that GFC has any entitlement to recover the amount of any Settlement Sums (or any part thereof) from her.
154. Insofar as it makes any allegation against her, she denies paragraph 154.
155. Insofar as it makes any allegation against her, she denies paragraph 155.
156. Insofar as it makes any allegation against her, she denies paragraph 156.
157. Insofar as it makes any allegation against her, she denies paragraph 157.
158. She says further that at all relevant times, withing the meaning of s 59 of the *Wrongs Act 1958 (Vic)* she:
- (a) was a professional providing a professional service;
 - (b) acted in a manner that was widely accepted in Australia by a significant number of respected practitioners in the field as competent professional practice in the circumstances.
159. She reserves the right to plead contributory negligence as against each of the plaintiff, registered Club players, and GFC following discovery by the plaintiff, and in respect of any group member's claims against GFC.

160. She says further that the plaintiff's alleged causes of action are barred by operation of s 27D of the *Limitation of Actions Act 1958* (Vic).

Ben Jellis SC

Sebastian Reid

Dated:

2026



Perry Maddocks Trollope
Lawyers for the Eleventh Third Party

SCSCHEDULE OF PARTIES

Jarad Maxell Rooke	Plaintiff
Australian Football League (ACN 004 155 211)	First Defendant
Geelong Football Club (ACN 005 150 818)	Second Defendant
Hugh Seward	First Third Party
Peter Larkins	Second Third Party
Andrew Irwin	Third Third Party
Chris Bradshaw	Fourth Third Party
Geoff Allen	Fifth Third Party
Drew Slimmon	Sixth Third Party
David Long	Seventh Third Party
James McClaren	Eighth Third Party
Peter Ryan	Ninth Third Party
Gregory Lindquist	Tenth Third Party
Jeanne McGivern	Eleventh Third Party
Kendall Brookes	Twelfth Third Party