

MANTISPUB00902
19/06/2024

MANTIS
pp 00902-00960

PUBLIC
HEARING

COPYRIGHT

INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE HELEN MURRELL SC
COMMISSIONER

PUBLIC HEARING

OPERATION MANTIS

Reference: Operation E22/1852

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 19 JUNE, 2024

AT 10.00AM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

This transcript has been prepared in accordance with conventions used in the Supreme Court.

MR SUTTON: Good morning Commissioner. May I formally put on the record that the direction your Honour issued under section 35 yesterday was complied with this morning to the extent it could be in that tax records for Mr Cossu for 2021 and 2022 were provided.

THE COMMISSIONER: For PMLV?

MR SUTTON: Sorry, PMLV.

10 THE COMMISSIONER: Yes.

MR SUTTON: But 2023 is not within his grasp because he didn't own that company at the relevant time to complete those records.

THE COMMISSIONER: Yes, thank you Mr Sutton. That's been drawn to my attention. Thank you for that and thank you to Mr Cossu. So what I plan to do is to issue a notice to produce under section 22 to Mr Ivan Webb, who I understand to be the director of the company from that, or for the period 30 June 2023 to produce and that will be done as soon as possible, so
20 thanks for that.

MR SUTTON: Thank you, Commissioner.

THE COMMISSIONER: While we're on sort of housekeeping matters, and before I forget, the two schedules that were circulated, one in relation, or tables, in relation to recruitment and the other in relation to procurement, they were circulated on the basis that if there were any disputes or corrections in relation to the material in them, they should be brought to the attention of the Commission and, as I understand it, nothing has been
30 brought to the attention of the Commission, so they will be tendered when Ms Huxley considers appropriate.

MS HUXLEY: I intend to tender them tomorrow.

THE COMMISSIONER: Yes, all right.

MS HUXLEY: So if there are any corrections, if we could be notified by this afternoon.

40 THE COMMISSIONER: Yes, yes, thank you. Good. Is there anything further, Ms Huxley, before we proceed with the next witness?

MS HUXLEY: No, Commissioner.

THE COMMISSIONER: All right then. So Mr Webb.

MR PARARAJASINGHAM: He is at the rear of the hearing room, Commissioner. I confirm that Mr Webb seeks the section 38 declaration.

THE COMMISSIONER: Yes, thank you.

10

MR PARARAJASINGHAM: And could I also just inquire, I appreciate we're starting at 10.30 but I would ask that we take a break after about an hour, an hour and half or so.

THE COMMISSIONER: Yes. If you just jump up or whatever.

MR PARARAJASINGHAM: I will do that, thank you.

20 THE COMMISSIONER: Yes. So just take a seat for a moment. Now I am sure this has been explained to you by your barrister, however just to ensure the position I will just give you a bit of advice. At the public inquiry, you must take an oath or an affirmation to tell the truth. You must answer all questions that you are asked. You must produce any document or other thing that you are required to produce by your summons or that I require you to produce. You must answer and produce even if the answer or production might tend to incriminate you. You can take an objection and you can take it as a blanket objection at the outset and Mr Pararajasingham has indicated that you wish to do that. You can object to the answers and that will mean that they can't be used against you in criminal proceedings and, I am not sure that it's relevant, but it may well be relevant, in
30 disciplinary proceedings. But that protection won't extend to proceedings for an offence against the ICAC Act or for contempt of ICAC. Probably most notably the material could still be used against you in a prosecution for giving false or misleading evidence for example. So I declare that all answers given by the witness and all documents or other things produced by the witness will be regarded as having been given or produced on objection by the witness.

40 **DIRECTION AS TO OBJECTIONS BY WITNESS: I DECLARE THAT ALL ANSWERS GIVEN BY THE WITNESS AND ALL**

**DOCUMENTS OR OTHER THINGS PRODUCED BY THE
WITNESS WILL BE REGARDED AS HAVING BEEN GIVEN OR
PRODUCED ON OBJECTION BY THE WITNESS.**

THE COMMISSIONER: Now I am sure you're aware, Mr Webb, it's very important that you understand the question you've been asked, so if you need clarification, seek it. If you haven't heard, please ask for the question to be repeated.

10

MR WEBB: Thank you.

THE COMMISSIONER: We've also had quite a bit of trouble with volume, both from some of the questioners, but more significantly some of the witnesses, so if you could keep your voice up, that would be very helpful. If you need a break, let me know, but I think Mr Pararajasingham is going to indicate when he thinks it may be appropriate to take a break, but by all means you can as well. Is there any information you need before we commence?

20

MR WEBB: No thanks, Commissioner. All good.

THE COMMISSIONER: All right. Would you like to take an oath or affirmation?

MR WEBB: An oath, thank you.

THE COMMISSIONER: Would you please stand and I will ask my associate to administer the oath.

30

THE COMMISSIONER: Right, Ms Huxley.

MS HUXLEY: Mr Webb, can you tell the Commission a little bit about your qualifications and work experience?---I have been in the project management construction industry for 25 years. I have project management qualifications.

10

What are those qualifications?---I've done some, a, PMI, Project Management Industry courses.

THE COMMISSIONER: Keep your voice up, please, Mr Webb.---Project Management Industry courses.

MS HUXLEY: Do you have any university degrees?---No, I didn't complete my degree. I moved from architecture to project management.

20 THE COMMISSIONER: Sir, right, let's try to start right from the outset of keeping your voice up, please.---Okay.

So sorry, you were saying that your qualifications were what?---I started off studying and I moved from architecture to project management.

MS HUXLEY: I'll take you to volume 31.1, page 162.

30 THE COMMISSIONER: Yes, my associate is just suggesting that if you get closer to the microphone, yes, well there are two of them so, yes probably the one that has you facing counsel is probably, probably going to be better. It's up to you which one.

MS HUXLEY: Page 162.---Thank you.

THE COMMISSIONER: All right, sorry what page are we on?

MS HUXLEY: Volume 31.1, page 162. This was the resume that you provided in relation to the role at council. Do you recall that?---Yes.

40 And it says there, a Bachelor of Architectural and Environmental Design, University of Canberra.---Yeah.

So you're saying you didn't actually obtain that?---I didn't complete that, no.

And so why did you have that listed as your educational history?---Well I did study but I didn't complete the degree.

But by including it there, you were indicating that you did receive the bachelor.---No, I don't, I don't think so, but yes, it could be read that way.

10

Well you don't say there that you withdrew from the course.---No, it doesn't say that there, no.

So it's misleading.---I wouldn't accept that, but - - -

You don't accept that listing a Bachelor of Architectural and Environmental Design on your resume suggests that you obtained a bachelor?---I did study it, I didn't finish it.

20 So how did you come to work at the Canterbury Bankstown Council?---I was approached by a recruitment firm. I think I made an enquiry as to an advertisement and they reached out to me after that and went through a series of interviews both with the recruiter and then with council.

And you were ultimately successful in getting the job of Manager of Works and Projects?---That's correct.

30 I'll take you to volume 31.152, page 152. Do you recognise that as your position description at the council?---It looks, yes, together it looks like it, yeah.

Did you receive that in the course of recruitment for the position?---Yes, I would have.

And do you see there accountabilities, it says "leader multidisciplinary team of staff to design, procure, administer and project manage the delivery of council's Capital Works Program?---Yes.

40 So you were in charge of council's Capital Works Program?---Yes, amongst other things.

And the other, another accountability there is to lead the recruitment of permanent contract staff as part of the approved realignment?---Yes.

What was the approved realignment at that time?---There wasn't one.

Was council in the process of finalising a restructure during your time at council?---Yes. So I understood that they had started that restructure prior to me arriving and then it continued through that, through my period there, so it, it hadn't been finalised.

10

Was that process, that restructure, was that subject to a number of rounds of consultation within the different areas at council?---I'm sorry, what do you mean by the different areas?

I mean was the human resources part of council responsible for that restructure and the realignment?---I think there was a number of people that needed to have input to it. I think Anthony Vangi, the director, was ultimately responsible, but there was number of inputs required. Human resources was one. There was a large, you know, the large element of uncertainty on the correct way to deliver the Capital Works Program at the time.

20

Were you consulted in relation to how the employment staff should be structured in your, at least in your unit?---Was I consulted. There was ad-hoc meetings around, around the, the restructure. It certainly wasn't a planned restructure. It wasn't scheduled and planned in sequence. You know, they had, they had sort of understood that they'd continually under-delivered what was required and part of my role was to try and work out the right way to do that.

30

At the time that you started, was there an increase in the capital works budget?---So I don't think, at the time of starting there wasn't an increase but they had continually under-delivered in years previous. In moving into my role there, there was an increase in capital works, yes.

And was there a focus at the time that you started and in that first year that you were at council, an increased pressure to deliver the projects under the Capital Works Program?---There was huge pressure to deliver. The General Manager himself told me that it had to occur because they were seeking a special rate variation.

40

A special rate variation.---Yes.

And what does that mean?---Well they were looking to charge more rates.

Okay.---And part of that was to be able to deliver the Capital Works Program.

And in order to justify that, there was pressure put on your group to deliver that program.---That's correct.

10

So you could justify the increase in rates.---That's, sorry, that wasn't the only pressure, but that was one of them, yes.

What were the other pressures?---Oh, there was political pressure, councillors and general history of under-delivery.

When you started, was it your view that the resourcing in relation to staff at your disposal was inadequate?---Yes, for the, for the size of the program it was inadequate and a number of the team members were inadequate.

20

And so there had to be, was it your view that there had to be an increase in just the number of staff in your unit to be able to deliver - - -?---Well yes, they - - -

- - - the Capital Works Program?---Sorry.

Oh, no, so I just wanted to finish the question. So there needed to be an increase in staff in your unit in order to deliver the Capital Works Program?

30

---Yes. The program suffered from a lack of certainty and a lack of detail coming from other areas of the, the council, to enable it to deliver. There would be things that would come that were not completely scoped and in order to do that, the resources need to be increased to achieve the, the budget that was to be delivered.

If I can take you to page 156, there's a reference there to code of - - -

THE COMMISSIONER: Sorry, what folder is this?

40

MS HUXLEY: I'm sorry. This is in volume 31.1, page 156. It's part of the position description. And there it says, "Code of conduct, all staff are required to adhere to the code of conduct."---Yes.

So you understood that council had a code of conduct?---Yes.

And you were required to conduct yourself consistent with that code of conduct?---Yes.

Do you recall what your financial delegation was during your time at council?---It was on a two-tier basis, so there was a tier to adhere, to approve a purchase order and there was a tier to approve an invoice. I can't recall exactly, it may have been 50 and 100 or something to that effect. It might have been, yeah.

And you were what's called the superintendent.---Yeah, so yeah, that's correct on a number of us.

And what does that role entail?---So the superintendent in the contract has what should be an impartial role between contractor and the principal, so council being the principal and the contractor to administer the contract.]

20 What do you mean there by an impartial role?---Well the superintendent should act in a way that is impartial to both parties, not, not favour one or the other.

But how does that work when you're employed by council and your obligations to council?---It doesn't.

So was it a role within the Canterbury Bankstown Council procedures? ---Yeah. Was it a role within their procedures?

30 Yeah.---No, there wasn't a lot of procedures around this. Well there was no procedures around it.

But so what happened if a decision that you made as a superintendent conflicted with what was in the best interests of council when you were employed by council? I'm just trying to understand how you could be impartial in a role where you're working for an entity but mean to be impartial to that entity.---And a number of councils work this way and my understanding, based on my experience, is that that role should look at both sides of the contractual discussion and make a fair decision.

40 Your, who is your supervisor?---Anthony Vangi.

And did you have next level supervisor after him?---Yes, so he was the director and the General Manager, Matthew Stewart, was my next level.

Okay. And did you understand also as part of your employment contract that a condition of your employment was to comply with the council's code of conduct?---Yeah.

10 Do you recall what your remuneration was at the time?---180 something.

180 - - ?---Plus, you know, some allowances.

And it was a full-time position?---It was, 38 hours.

38 hours per week.---Yeah.

And you often worked longer than that?---I never worked 38 hours. I was always on.

20 When you started at council did you receive a kind of, was there an onboarding procedure conducted in relation to you?---My first day I was taken or I arrived and met one of the HR people with a number of other people that were starting on that day. We sat in a room. We were shown a video. If I recall correctly there were some things put in front of us to sign and the HR person left and I had to find my way to where I was working.

Did that include any information about the code of conduct?---Look, I can't recall but I presume it may have.

30 I'll take you to volume 31.1, page 223. This is an email from Mr Anderson to you on 11 May 2020, so about three months, or just under three months after you started at council.---Right.

Do you know why you requested the code of conduct?---No.

Okay. Did you read through it when you received it?---I'm not sure what I needed it for. I may have just forwarded it to someone else or, not sure.

40 But you've read the code of conduct?---Well, I would have signed it at some point so I would have read it, yes. Whether I read it at this point in time, I'm not sure.

Yeah, but likely within three months of starting at council you read the code of conduct?---Likely.

I'll take you to page 234.

MR PARARAJASINGHAM: Same volume?

10 MS HUXLEY: Yes. So this is that code of conduct that was sent to you, and it sets out, part 4 deals with pecuniary interests.---Yes.

And I'll take you down to page 236, "This includes the obligations on designated persons or staff members to disclose pecuniary interests." Do you remember reading this part of the code?---I don't remember reading it, but I'm sure I did at the time.

Did you understand that you were a designated person at the time?---Yes, I understand from reading that, yeah.

20 And you were required to submit, prepare and submit returns of interests in accordance with the code of conduct. See that's at 4.9.---Yes.

And you did in fact submit two returns, two written returns of interest during your time.---Possibly, yeah.

And you also must disclose any interests in accordance with clause 4.10. That's 4.9, subparagraph (b).---Right.

30 And then if you look at 4.10 that required disclosure of a pecuniary interest in any council matter with which the person is dealing as soon as practicable after becoming aware of the interest.---Yes.

So there was an obligation, and I'll take you to clause 4.21, which required the disclosure of interests and written returns, down the bottom there. And that essentially, and if you then go to page 238, that clause essentially required a written disclosure yearly. Do you understand that to be the case?---Just one second. Yeah. Yes.

40 And someone would actually send you that to complete as required?---Yeah, it was little, it was a little ad hoc. People would come and ask you for them from time to time.

Yeah, and it also required a disclosure of interest in a written return within three months after becoming aware of an interest that had not been disclosed. That's subparagraph (c), and the reference to within three months is in a page before.---Yes. Okay.

10 I'll take you back up to page 234. And it sets out at 4.1 what a pecuniary interest is, "Is reasonable likelihood or expectation of appreciable financial gain or loss to you or a person referred to in clause 4.3." Did you understand that at the time that required a disclosure if there was an expectation of a financial gain from a particular person?---Yes. Look, I hadn't really ever considered it, but yes. Can I add, when you're given these no-one walks you through these. No-one, you know, you're expected to read it. That's, I accept that, but - - -

Okay. So what was your understanding of your obligations to disclose pecuniary interests - - -?---No. No. I, sorry.

20 What were your understandings of your obligations to disclose pecuniary interests during your time at council?---Look, I accept that there was a responsibility to do so.

And what did you understand you had to disclose?---Anything that may have you receive a financial gain.

And that included - - -

30 THE COMMISSIONER: Sorry, would you mind saying that again. ---Anything that, where you may receive a financial benefit.

Okay.

MS HUXLEY: And that included disclosure of interests in real property. I can take you to the page if you like.---Sure.

Page 261. So this is an interest that had to be disclosed in those written returns.---Right.

40 And there's a reference there to real property.---Okay.

Do you understand you had to disclose in those written returns real property that you owned?---Okay. Yes.

And do you accept that you understood at the time that you had to disclose if you'd received any gifts?---Yes.

Page 262 there refers to interests or positions in corporations. That was a requirement that you had to disclose.---Yes.

10 And I'll take you down to page 264. There's sources of income.---Yes.

And that required each source of income to be disclosed in those written returns.---Yes.

And then debts. You had to disclose any liability to pay a debt.---Right.

Did you understand that at the time?---No, I didn't really, but yes, I accept that's there.

20 You didn't understand that you had to disclose if you owed someone money?---Well, no, I didn't understand that, but I accept that it's in the document.

Did you understand that if an interest was disclosed in relation to a particular matter, that that generally meant, or under the code that required the General Manager or supervisor to refer the matter to another person to deal with?---No, I didn't, but I accept that.

30 Well, what was your understanding as to what would happen if you disclosed a pecuniary interest in something at the time you were in council?
---I don't know. Council had never, never lent my mind to it.

Do you understand that under the code there were obligations to disclose nonpecuniary interests?---Yes. I understand there's a pecuniary and nonpecuniary.

And what was your understanding of what a nonpecuniary interest was?---A relationship of some sort.

40 Like a close friendship or business relationship?---Close friendship, yes.

I'll just take you to part 6 which is at page 246. And then in relation to gifts and benefits at clause 6.3 it says, "You must avoid situations that would give rise to the appearance that a person or body is attempting to secure favourable treatment from you or from the council through the provision of gifts, benefits or hospitality of any kind to you or someone personally associated with you?---Yes, I accept that's - - -

Did you understand that at the time?---Look, at the time I never really thought about it, but I accept it's in the document.

10

But do you understand in your role you were required to act in the best interests of council?---Yes.

And to avoid situations that would give rise to the appearance of favourable treatment to someone.---Yes, I accept that.

I'll take you to volume 2.1, page 7. This is an email from Ms Smith to you. Sorry, from you to Ms Smith, attaching a disclosure of interest form.---Mm-hmm.

20

And if we go down to page 8, you actually told Ms Smith that you'd filled one out when you commenced. Do you recall filling one out when you commenced?---No

Okay. And then attached to this document or attached to this email is, at page, the attachment is at page 12 and then the part that's filled in is at page 14. So this covers the period from 1 July 2019 to 30 June 2020 and in that return, you've disclosed no interests in real property. See that?---Yes, that's unsigned.

30

And then, well this is the document that was attached to the email - - -?
---Right, okay.

- - - to Ms Smith.---Right, sorry.

And then in the next part, you put "Manager of Works and Projects" as a source of income.---Yes.

Was that your only source of income at that time?---Yes, at that time.

40

At page 15 you disclosed another source of income from a trust.---I, I didn't think that was a source of income, it was just a relationship to a trust, yeah.

Yeah. And then at 3 you disclose no other sources of income.---That's right.

And then no gifts.---No.

No contributions to travel.---No.

10 No interests in, or positions in corporations?---Correct.

No close association or you weren't a property developer or a close associate of a property developer.---That's right.

Positions in trade, no positions in trade unions or associations.---Correct.

And then with debts you've put "Nil".---Yes.

20 At the time you filled this out, were you an undischarged bankrupt?---Yes.

And did you still have debts associated with that bankruptcy?---I had an obligation to my trustee. I don't know that that is a debt. I'm not sure how that is defined.

Well, at that time did you have any debts that you had to pay in accordance with that trustee relationship?---There's a contribution I need to make, yes.

Did you ask the trustee if you needed to disclose any debts?---No I didn't.

30 Page 17, there was nil dispositions of property and nil discretionary disclosures.---Yes.

And I'll take you to volume 2.1, page 42. And this is the second written disclosure of interest form that you filled out on 15, or you sent to Mr Rossi on 15 September 2021.---Right.

And again we go to page 45, that's the first page of the attachment.---Okay.

40 And then to page 47. This is in respect of the period 1 July 2020 to 30 June 2021.---Yes.

And then again in relation to real property, nothing is disclosed in relation to your ownership of real property.---Yes.

Your sources of income identified are the Manager of Works and Projects.
---Yes.

And then on the next page you again list the trust as a potential source of income.---Yes.

10 And then point 3, no other sources of income.---Yes.

C, gifts, no gifts received.---Correct, yeah,

And no contributions to travel.---Yes.

And the next page, 49, no interests or positions in corporations.---Yes.

You weren't a property developer or a close associate of a property developer.---Correct.

20

No trade unions and professional business associations.---Yes.

And no debts.---Correct.

And then on page 50, no dispositions of property or other discretionary disclosures.---That's right.

Was that accurate at that time?---Sorry, what was that date again?

30 Well was this disclosure, this written interest disclosure accurate at the time you sent it?---Yes, sorry, the date of that?

I will take you back up to page 42. 15 September 2021.---No, it wouldn't have. I wouldn't, I hadn't declared my relationship with Mr Cossu.

And what do you say that relationship was?---Well we were developing some software together at the time. He had taken an equity stake.

40 And so why didn't you disclose that?---I hadn't lent my mind to it. I didn't think it was relevant, but I accept that - - -

Well it's not a matter for you to determine what's relevant. This requires you to disclose the nature of your pecuniary interests.---I accept that, counsel, yes.

Was there any source of income that you didn't disclose?---I've been made aware that some consulting I did prior to my engagement at council that lapsed over should have been disclosed but - - -

10 Well was it actually payments that had lapsed over or was it payment for work done during that period that you were working at council?---No, the, sorry, I may have phrased that incorrectly. The project had lapsed over. So it was a discussion I had at my interview that I was finishing up another project and that was, seemed to be okay with everyone and I probably, I thought that role was before my council role. The role did lapse over into my role at council, so yes, it probably should have been put in too. I think I amended that later on.

20 So at the time you were also doing consulting work with another entity?
---Yes, and I think I amended that document later on once I was aware of that.

If I can take you to volume 2.1, page 23. That's an invoice, is Structural Projects Holdings Pty Ltd a company that you controlled or you had an interest in at the time?---My, my dad controlled it, but yes.

And that invoice is in relation to work that you had done at that recreation centre?---Yes.

30 And the dates listed for the work done, they were dates that was during you period of time in employment at council?---Yes, yeah.

So how was it the case that you were able to do two roles at the one time?
---I didn't believe there was anything that could, that stopped me doing so. My contract didn't stop me doing so.

Well you were engaged to work fulltime at council, weren't you?---I don't, that's correct, but it would be, okay, yes, that's correct.

40 Well, so did you get paid from council for this period of time as well?
---Yes, I did and I fulfilled my role at council in that period of time.

In 2022, was there a restructure in council which changed whether you had to provide written disclosures of pecuniary interests?---Not that I am aware of.

Okay. Do you recall completing one for the year, sometime in 2022?---I don't recall with council, no.

Do you know of a person called Mr Cossu?---I do.

10 How do you know him?---I've known him for ten years. We've, we met each other working on a project and become good friends.

And he eventually started working at Canterbury Bankstown Council with you?---Yes.

Can you tell us how that came about?---Yeah. I was actively looking for people to, to help deliver the program, the Capital Works Program and I can't recall whether he called me or I called him at the time but I understood he was looking for a role, and yeah, we managed to bring him onboard.

20

So you made the decision to hire him?---Yep.

And how was he hired?---He was hired through a contingent workforce scheme through Randstad, I believe.

And was that something that you coordinated with him - - -?---Yes.

- - - and Ms Kielty.---Yes.

30 What role was he hired to do?---Hired as a construction manager.

Did you disclose your relationship with him to Mr Vangi at the time that you hired him?---Yes, I spoke to Mr Vangi before I hired him, that I had a friend who we had worked with previously that we're bringing onboard.

And you were involved in confirming the pay rate with Ms Kielty.---Yes.

40 How did you assess what an appropriate rate of pay was for Mr Cossu?---I don't recall at the time but I would have, my usual course would have been to look at the market generally and assess a reasonable rate of pay.

Do you remember what his rate of pay was at the time?---No, I don't.

I take you to volume 3.1, page 52. So on 29 April you had emailed Ms Kielty asking her to send through any suitable team leader construction CVs.---Mm-hmm.

When you sent that email did you intend for it to be an apostrophe S or did you intend for there to be a plural CVs?---No. I'm not quite sure of your question, if it's correcting my grammar.

10

Oh no. I'm just wondering were you asking her to send through multiple CVs or just one CV?---No, I was looking for multiple people.

Okay, but yet she only sent through Mr Cossu's CV.---Oh potentially at that time but I'm sure I got others.

Is that because by the time you sent this email you, Mr Cossu and Ms Kielty had already spoken about Mr Cossu being engaged through Randstad at council?---Possibly. That wasn't uncommon.

20

Pardon?---That wasn't uncommon.

The next email is from Ms Kielty to you saying, "Could you confirm the pay rate for this role and what would be the start date."---I see that trail, yeah.

And there was a phone call. I'll take you to volume 3.1, page 29. And do you see on 30 April, oh, the first phone call on 30 April is only two seconds long, so we'll disregard that, but there's another one that's 45 seconds long.-

30

--Mm-hmm.

Did you tell Ms Kielty in that conversation what you wanted the pay rate to be?---I probably told her what, the pay rate I would accept would be. That's a normal discussion with recruiters.

And I'll take you back to page 52. She emails you, "Hi Ben, please see attached candidate for the position of team leader construction."---Yes.

And then if you go to page 54 one of the attachments identifies the pay rate there as \$125.56 plus GST.---Yes.

40

And that was the pay rate that you'd agreed.---I can't recall but it would assume so, looking at the documents.

Do you recall that you were the person who approved Mr Cossu's first invoice?---Oh possibly.

And that invoice is at page 65. That shows Mr Cossu being paid \$3,314.78 for his first week at council. That was for three days' worth of work.

---Potentially, yeah, unless - - -

10

I'll take you to page 66. So that's based on three days of work.---Right.

That seems like a lot to pay a construction team leader.---No, not at all.

Well, what was your weekly pay at the time?---I don't know what my weekly pay was, so, but, yes, it would be less than that. This is a contingent workforce scenario.

20 And this person's reporting to you. Was there any restriction on hiring full-time employees at the time?---Yeah, I think there was. You couldn't hire anyone full-time whilst this restructure was occurring.

Did you ask for the invoices to be sent to Mr Anderson instead of you at any point in the first couple of months of Mr Cossu's engagement at council?

---At some point I asked for all of them to go to Mr Anderson because they were just, I had far too much on and I wasn't being able to keep up with what was coming through.

30 Was Mr Anderson able to approve those invoices?---Most of them, yes.

Because they're weekly invoices, so they'd be within his financial delegation?---I don't know if they come weekly or not.

Did he have a lower financial delegation than you?---I'm sorry.

Did Mr Anderson have a lower financial delegation than you?---He did. Did I, the question around weekly, I don't know.

40 At council was it your responsibility to raise purchase orders?---No.

So whose responsibility was it to raise the purchase order?---I could have raised a purchase order. I rarely did, I think. I'd normally send them to Procurement or to, we had a couple of contract administrators that would raise them.

But would you give them an instruction to raise a purchase order?---I could do, yeah.

10 I'll take you to volume 3.1, page 71. So this is an email from Mr Vangi to you approving a request from you on 3 November 2020.---Yeah.

That's in relation to Mr Cossu's contract.---Yes.

Can I take you down to page 72. So that was an order for 1,040 hours, which is about six months at \$125.56 per hour excluding GST. And the order total there is in the order of \$130,000 excluding GST. And he'd already used about six months worth of work, which totalled \$127,820. When Mr Cossu was engaged was the purchase order raised for that, for the hours used? See that reference there to the hours used?---I see the reference,
20 yes. Was the purchase order raised? I don't know. I assume so.

And so then there needed to be another purchase order raised, and Mr Humberstone required your approval to increase the hours.---Yes.

Why didn't you approve that?---It was above my delegation, I think.

Is that because if you combine the two of them together it's more than your financial delegation?---No.

30 Or did you think \$130,000 was above your delegation?---No. Well, I don't know. I sought to have it approved somewhere else, so I assume there's a reason for that. Actually, sorry, could you go back to the earlier page.

Yeah, page 71.---No. No. I think I asked Mr Vangi there. So the context of that is that maybe it was within my delegation. I was checking in with Mr Vangi to see if he was okay with it before I approved it.

But why is that?---Sorry?

Why?---Because I knew that I'd spoken to Mr Vangi regarding Pietro being a friend of mine. I just said, "I wanted to check with you." The last line of that says, "I wanted to check with you before I extend."

See there you say, "We brought Pietro in for three months to assist on site," but as at that time Mr Cossu had been employed for six months.---Yeah.

Had been engaged for six months.---Yes.

10 You didn't mention that in that email?---Sorry?

You didn't mention that in the email to Mr Vangi.---Didn't mention what, counsel, sorry?

Well that he'd already stayed an extra three months longer than what he'd initially been brought in to assist.---I don't, I probably had no reason to. Mr Vangi knew that Mr Cossu was working for the period he was there.

20 And then you say, "I can see a benefit in him staying for another three months."---Yeah.

But the order, the purchase order is for more than three months.---Sorry, scroll down. I didn't, that, that didn't come from me.

Okay.---That come from someone else, so it's not uncommon for people to stay longer than what's expected.

And in fact Mr Cossu did stay well, well beyond that extra three months?---Yes.

30

And it was extended, his contract was extended a year later for another six-month period. Do you remember that?---I don't recall exactly, but yeah, I'll, I'll take it that that occurred. It's certainly not a long period of time for a contractor to be at council.

I'll take you to page 3.1, sorry, volume 3.1, page 77. Do you see by that stage, this is in 7 October 2021, that the order total there is in the order of \$391,000?---Yes.

40 So that means Mr Cossu had already been paid some of that money and then the purchase order, the extension would bring it up to \$391,000.---Right.

Do you think that represented good value for money for council?---Yes, that's a reasonable rate for a contingent workforce, yes. What, what's not explained there is, is a number of these contractors, particularly those in my team, whilst only billing for an eight or ten hour day, whichever was agreed with them, quite often they're at night. Quiet often they're 6 o'clock in the morning, depending on what was going on on site, so - - -

Well Mr Cossu certainly billed for extra hours worked.---Right.

10

And some of the other contractors, particularly ones that had been engaged through PMLV also billed for hours outside the 30 or 40 hour agreement. Do you remember that?---No, I don't, but depending on what the agreement was with each of them that's, that could be the case.

I'll take you to volume 31.3, page 257. Sorry, we just found your financial, the documents setting out your financial delegation, so I'll take you to that to refresh your memory. So the general financial transaction is \$150,000. ---Right.

20

So you could certify, authorise, enter into, vary, or accept a financial transaction or expenditure.---And what date was this, counsel? Because I think it changed throughout my period there.

Does this look like it was towards the end of it or the beginning?---I'm not sure. That's why I'm asking.

We'll just get the date for you.---I think Mr Vangi at one, at one stage sought to increase it.

30

Okay. Whilst we find the date out of this document, so \$150,000, so you could accept, approve a quotation for \$150,000.---Yes.

And kind of commit to council to agreements that went up to \$150,000 of expenditure?---Yes.

40

And so once you, once you had approved that expenditure and then there was an invoice that was, say, \$10,000, but related to that expenditure that had already been approved, was it the case that someone like Mr Anderson could approve that invoice because you'd already approved the expenditure?---Sorry, I'm not following the question there.

So, okay, I'll try it this way. So that's 150,000 to enter into or authorise a quotation.---Yeah.

Or accept a quotation of up to 150,000.---Agree, yeah.

But then see underneath it's the general financial expenditures?---Yes.

10 So you're able to authorise payments of up to \$300,000 arising out of F2 subject to contract terms completion credit card payments up to an amount of \$300,000, why is there a difference there? Does that relate to a separate - -?---So one, the top one relates to entering into an agreement and the second one relates to the approval of payment.

But see how, so at approval of payment, let's say you had a \$300,000 invoice and it was sent to you to approve to be paid, would Mr Vangi have had to have authorised that expenditure already before you could authorise the payment of \$300,000?---I'm not following your question, but I don't believe so.

20

Okay.

THE COMMISSIONER: Well as I understand it, Mr Webb, correct me if I'm wrong, supposing Vangi had approved a tender for \$300,000 and then you got an invoice as part of that project for \$140,000, you could sign off on that, couldn't you?---I, I - - -

Or you could even sign off on one for \$299,000.---Yes, on an invoice, yes.

30 Because he had approved the project up to \$300,000.---Yeah, that would be the case.

Okay.

MS HUXLEY: Mr Webb, I understand this is a 6 December 2022 document.---Right.

So is it the case that earlier on in your time at council that you had a lower financial delegation?---I, I think that's the case, counsel, yes.

40

You've given evidence about this increase in pressure in the capital works unit and expectations from management on pressure to deliver the Capital Works Program and was there also time pressures to deliver these projects?
---Absolutely.

And were you given kind of a broad discretion to hire contract workers so as to meet those pressures?---Yes.

10 And you were able to do so, so long as, within your financial delegation without approval from Mr Vangi?---Yes, that's correct.

And so how would that work? You would engage with Randstad or Spinifex about a particular candidate?---I would engage with all of the recruitment consultants that were coming into council. There were others, not just Randstad and Spinifex.

And so they would send you, those agencies would send you a bunch of CVs?---Yeah. Some - - -

20 Either as requested or - - -?---Well we - - -

- - - they would send it to you constantly?---Yeah, some you would get constantly, some seemed to be un-vetted. You know, the ones that were proactive and come out to council regularly and met and understood the needs would have a standing sort of set of needs that we had.

Yeah.---Yeah.

30 And you'd review those CVs?---Yeah.

And see if any of them were suitable?---Yeah.

If there were suitable candidates, what would be the next step in hiring them?---The contingent workforce would, so the recruitment agencies would send through the CV and we'd get them put on board.

40 But so they'd send through the CV and then presumably you would communicate back to the agency to say I'd like to engage with this person?
---Yeah, most of the time, yeah.

And that came from you?---Yeah, not always, but yeah.

Well who else would it come from?---There was, I had two coordinators, one for design and one for delivery, and they could also do so.

What were their names?---Peter Anderson and Assad Assaduzzaman.

Okay. And so then Spinifex or Randstad would send you an agreement in relation to that person?---Not just Spinifex or Randstad but a recruitment consultant.

10

Sorry. Yeah, the agencies would send an agreement and you would enter into that agreement.---They'd sent a CV and a rate. The agreement is a fixed agreement.

But there were some times when you would need to sign an agreement in relation to the engagement of a worker.---Maybe sign the approval but I don't know about an agreement. The agreement was a contract or a, what's the correct word, an overarching contract for the supply.

20

But in relation to that particular worker that was going to be engaged, at least with some of the agencies, were you required to sign a document in relation to that specific worker?---I can't recall but possibly.

And then in terms of the approvals within council, how would that work? Did you have to issue a purchase order for the engagement of any of the staff?---Once I found someone suitable I let the contracting guys that deal with procurement get that organised.

30

But that would come with your approval - - -?---Yeah.

- - - for that expenditure.---My approval for that person.

Yeah.---If there was an expenditure issue, Procurement would come back and raise an issue.

So like we just saw with Mr Cossu - - -?---Correct.

- - - it got to the point in the contract where it was over, they might notify you and then you would - - -?---That's right.

40

- - - either if it was within your delegation approve it, or if it needed Mr Vangi's approval, you would put a recommendation to Mr Vangi.---That's right, yeah.

In early 2021 do you recall that council started engaging a number of agency workers in order to deliver the Capital Works Program?---I think it's earlier than that, yeah.

10 Did you and Mr Cossu speak at some point about contracting agency workers with council?---Yes, we had a discussion at some point that Pietro could find some people because it was very difficult at the time to find staff.

Did he offer to find some people or did you ask him to go and find some people?---No, I can't recall exactly the context of that discussion, but I, I know that there was a discussion had around that. Yes, I can't elaborate on that.

20 Well, when you had that initial discussion was there any discussion about how it would actually operate in practice?---No, not really.

So at that time there was no conversation about workers being engaged through PMLV.---No, not directly. Pietro had people that worked for him, as I understood it, and he had a long, you know, 40-year network in the construction industry. You know I was looking for people that had private sector experience because that was the level of delivery we were trying to deliver, given the scope of the program. And we were struggling during that period to find people given the infrastructure boom at the time.

30 I'll just go back a step. When did you first become aware of a company called PMLV?---Oh Pietro did some work through PMLV on a project I was managing some years ago at Sydney Zoo.

So you understood that PMLV was Mr Cossu's company?---Yeah, I did, yeah.

THE COMMISSIONER: So did you say at Sydney Zoo, did you?---Yes.

Right.---Yeah.

MS HUXLEY: You said a moment ago that you knew that he had some people working for him. Was that at the time that he was engaged at council?---That was my assumption, yes, my understanding.

And what were they working on?---Oh I don't know.

And so Mr Cossu could source some workers for council?---Yes.

10 And then after that conversation did Mr Cossu come back and present people to you to engage?---Yeah, at various times, yes.

Was it only people that Mr Cossu had sourced that were engaged by council?---No, there was a couple of people that I had managed to reach out to as we were all trying to find people at the time, but yes.

20 And so when you reached out to these people did you refer them to Randstad and Spinifex or other agencies that were providing labour hire to the council?---Some people I referred to Randstad and Spinifex, other people that I referred to Cossu.

And so why did you refer them to Cossu?---Because they required full-time work.

So they required full-time work as opposed to - - -?---Full-time employment, as opposed to contractor employment.

But the intention when you referred them was to engage them to work at council.---Yes.

30 And so how did you understand that Mr Cossu was able to provide full-time work to these people?---I didn't have an understanding. I just, he had told me that he could do so.

So Mr Cossu had said, "I can employ these people full time."---Yes.

And then they could be contracted through council through Randstad or Spinifex.---Yes.

40 And did Mr Cossu talk to you at this time or tell you anything about what he would be paying these workers?---No.

Did you have any discussions with him at that time about what the charge rate to council might be for some of these people?---There was probably some discussions about what would be acceptable, yes.

Did Mr Cossu tell you at the time that he was going to engage them through his PMLV company?---I don't think so, no.

10 Well, when did you first become aware of that?---Well, I knew he was engaging through his company but I, I don't know that we discussed any specifics.

So you knew that they were going to be engaged through PMLV.---Well, no. Like I said, counsel, I knew that he was engaging them through a company somehow. I didn't, I didn't - - -

You didn't know the identity of the company.---We didn't discuss that, no, I don't think so.

20 But a company owned by Mr Cossu.---Yes.

Did Mr Cossu tell you that he was going to take a percentage of what Randstad or Spinifex would pay him?---No. He didn't tell me that, but they're operating a business. I assume they'd take something.

Well, you wouldn't do this for free, would you?---Well, no, you wouldn't think so.

30 Did you provide Mr Cossu with a contract template to use to hire these people?---Not these people specifically but Mr Cossu did ask me if I had an old employment contract and I stripped out the personal details and I give him a copy of one.

So did you understand that he used those contracts in the course of engaging these workers?---I do now.

Did you introduce Mr Cossu to Mr Trapman?---Yes, I probably did.

40 So that Mr Trapman through Spinifex could facilitate this arrangement.---I don't know if I introduced him for that specific purpose, but I introduced the two of them.

Well, why else would you introduce Mr Cossu to Mr Trapman?---They were two people working in the industry, but, you know, possibly.

Well, you wouldn't want to introduce a good worker to a recruitment agency in a labour shortage crisis, would you?---Sorry, counsel, I don't understand the question.

Well, you weren't just introducing them to each other because they worked in the same industry, were you?---I don't know the context of me - - -

10

Can you just explain why, again, you introduced Mr Cossu to Mr Trapman. ---I can't even recall the introduction, but I probably did, and, you know, the basis that, yeah, the basis I did, I'm not quite sure, but I'm, sorry, I'm still a bit lost on your question.

I was just asking, did you introduce Mr Cossu to Mr Trapman so that Mr Trapman through Spinifex could supply workers supplied by Mr Cossu to council?---Not specifically. Not specifically, no. I also referred other people to Mr Trapman.

20

Who were those people?---I think James Bejar I think was referred to, to Mr Trapman, I think.

And so what was your purpose in referring those people to Mr Trapman? ---Well there was some people that were looking for permanent employment and not suitable to contract roles and some that were familiar and happy to be in contract roles.

30 So you were referring them so that Spinifex could put them on their books and supply them to council?---Yes, where, where it made sense.

But at the time that you introduced Mr Cossu to Mr Trapman, Mr Cossu was already working at council, wasn't he?---Yes.

So you didn't need to introduce him to Mr Trapman to facilitate an engagement of Mr Cossu, did you?---No, I didn't - - -

40 So the reason you introduced Mr Cossu to Mr Trapman was so that Mr Trapman, through Spinifex, could facilitate the arrangement by which Mr Cossu would be supplying workers to council.---No, I don't accept that was the only reason, no.

Okay. Well what are the other reasons?---Well it was just a general introduction, so I don't accept that's just the case.

Well why else would Mr Cossu need to know Mr Trapman?---Well Mr Cossu already knew Ms Kielty.

That's because you put Mr Cossu in touch with Ms Kielty.---Yes.

10 So I will take you to volume 3.2, page 26. This is an email from Mr Trapman to you on 25 January 2021 and he recounts a conversation that he just had with Mr Cossu, "Who tells me his company will have one starter as of Wednesday and up to five project managers coming up in total." And then he explains that "for our accounts/payroll purposes, PMLV Consulting will be the ABN contractor with multiple candidates and CB City, the client, payrolled and invoiced through Spinifex." Then he says, "Are we basing these roles on the current pay and charge rate arrangements as we had for Mr Vertsonis at pay at \$84.85 plus GST?" And that's a pay rate to PMLV, is that correct?---Yes, it looks that way.

20

And then the charge rate is \$98 plus GST and that's the charge rate to council, isn't it?---Yeah, it appears that way.

So on 25 January, you understood that Mr Cossu would be supplying the candidates through the PMLV company?---Yes, I hadn't given it much thought, but yes.

And then at page 25 you say, "Thanks Ben. Yes, that will work. Let's transition everyone, including existing, to the electronic timesheets."---Yes.

30

When you say yes, that will work, is that a reference to, if you go back down to page 26, that arrangement with PMLV?---Well the arrangement generally, yes.

And that included that PMLV would be getting paid \$84.85 plus GST as a pay rate?---Well yes, I assume so.

Do you recall the engagement of Mr Nikolaev at council?---Yes.

40 And how was he sourced?---I can't recall how he was sourced.

Did you have any discussions with Mr Cossu about him?---Potentially. Mr Nikolaev was a surveyor. The Surveying Team for us was a particular bottleneck in that they couldn't survey, couldn't get out and do enough survey work at, at any one point in time. There was only one permanent staff member trying to survey up to, you know, 300 projects a year, so we were looking for surveyors.

10 I'll just take you to page 59 of volume 3.2, and that's an email from you to Ms Kielty with a client agreement attached in relation to Mr Nikolaev. And if you go to page, the next page and then the next page, that's the agreement that was signed by you.---Yeah.

And so that's an example of an instance where an agency would send you an agreement in respect of a particular candidate.---In, yeah, in respect of a particular assignment, correct.

And the contractor name there listed is PMLV.---Yes.

20 So you understood Mr Nikolaev was associated with PMLV?---Yeah, I wouldn't have thought about it too much at the time. I was just really looking for people, but yes.

Can I take you to volume 26.1, page 1. That's an email from Mr Cossu to you on 25 November 2020.---Mm-hmm.

That's from his PMLV address to a personal address of yours. That's not your council email address, is it?---No.

30 And so why was he sending this to you?---He probably found someone to see if they would be suitable.

Do you know why your council addresses weren't used?---No. Mr Cossu sends wide and varying things. So no, I don't know, but - - -

Well I suggest to you the reason your council addresses weren't used is because this was meant to be a secret arrangement between you and Mr Cossu.---That is not correct, counsel.

40 What did you do with this CV?---I don't know what I did at the time. That's in November of 2020. I think the, if we go back to the earlier email, I think

it wasn't until February of '21. I'm not sure what was, what occurred in that period.

He was ultimately engaged in, to start at the beginning of February 2021.

---Yeah, I assume that I'd probably spoken to the Design Team or the design coordinator or something similar to that to ask if, if there was still the need or something to that effect, yeah.

10 And you understand he, you understood at the time that it was a candidate sourced by Mr Cossu.---Yes.

And engaged by PMLV.---Well not directly, but I understood it was coming through Cossu, yes, so I'd never lend my mind to where they were coming from, counsel. I needed people.

Well I mean you signed an agreement that specifically refers to the candidate being a PMLV consulting contractor.---Yeah.

20 So you did understand it was coming through PMLV at the time.---Well, it was on the agreement that I signed, correct. That is correct. Whether I really, I didn't lend my mind to how they were being - - -

I admit, well and Mr Trapman had already sent - - -

MR PARARAJASINGHAM: Perhaps the witness can finish the answer.

THE COMMISSIONER: Yes, sorry. Sorry?

30 MR PARARAJASINGHAM: Perhaps the witness can finish his answer before my friend has another - - -

MS HUXLEY: All right. Finish your answer, please.---So I hadn't lent my mind to it, those, that assignment agreement I signed and it was sent to Procurement to raise the purchase order.

40 Well I've taken you to that email from Mr Trapman where he recounts a phone conversation he had with Mr Cossu where he describes the arrangement and you responded, "Yes, that will work." So you understood what the arrangement entailed, didn't you?---I understood that Pietro, through PMLV or otherwise, would be sourcing people, correct. Had I lent my mind to who it was or how, not really.

I'll take you to volume 3.2, page 69. Down the bottom of the page Mr Trapman had sent you two CVs.---Mm-hmm.

And then you've asked him if Matt Rafla was still available and if you could interview him.---Yes.

And then if we go up to page 68, Mr Trapman responds to you saying, "He's available," but asks, "If successful would he go through PMLV or through our previous contracting relationship?" And then he informs you that they have Ms Chaparro signed up with more expected through PMLV consulting.---Yes.

And then you respond by saying, "No, this fellow is your staff so will be through your contract."---Yes.

So you understood that there were, again, PMLV were providing candidates to council.---I understood that there was an entity providing staff to council through the contingent workforce scheme, but, yes, there's PMLV on it. Had I lent my mind to that directly, no, but yes.

But you knew that Mr Cossu owned and controlled PMLV.---Yes.

And you knew that these people were coming through Mr Cossu.---Yes, he was sourcing them, yeah.

Were you also sourcing some of these candidates?---A couple of them come to me, and as I said earlier, counsel, they had specific requirements.

And one of those candidates was Ms Chaparro.---Yes.

And you'd actually contacted her on LinkedIn.---I did and I had a discussion with her after that.

And so what did you tell her about how she could be engaged at council? ---She told me that she wanted some full-time work and that's when I pointed her to Mr Cossu.

Did you have any discussions with her about what Mr Cossu could pay her?---No, I didn't.

Did she tell you what she expected as an hourly rate?---No, not that I can recall.

So you had no discussions about pay with her?---I don't believe so. It's a long time ago.

Did you give her the option of going through Spinifex or Randstad as a contractor as opposed to full-time employment?---Yeah, I think we had a discussion around that. That's when she indicated to me she would prefer
10 full-time employment.

THE COMMISSIONER: It seems to me, Mr Webb, that there may be a confusion when the term full-time employment is used. I take it that by full-time employment you mean permanent employment, is that right?---Yes, Commissioner.

But full-time employment could also mean working a 38-hour week, couldn't it?---That's not the way I understand it, Commissioner. I understand a full-time role, a permanent role to be one and the same, a full-
20 time permanent role.

All right. So you use the expression full-time interchangeably with permanent.---Well, sorry, if I - - -

No, I'm not criticising you. I'm just - - -?---No, I understand that to be permanent employment.

Okay.---So an actual, well, again, I was going to use the word full time, but an actual permanent role rather than a contract role.
30

So if you spoke to Ms Chaparro regarding this matter you would have used the expression full time because that's the expression you use.---That's the expression I use, yes.

You wouldn't have distinguished between permanent and contract work for a 38-hour week, would you?---Well, I think I did because we had a talk about sick leave and annual leave, so in distinguishing I don't think I said full time or permanent, but I described what I meant.

All right.---I spoke to her about being a contractor you don't receive sick leave, annual leave, any of those types of benefits, and I would have used

the term full time 'cause it's what I did. I would have said without, in a full-time role you have those benefits.

Yes, Ms Huxley.

MS HUXLEY: I'll take you to volume 3.2, page 115. That's an email from Mr Qutubuddin, if I can say that probably incorrectly.---That's okay. I do too.

10 And it attaches a signed employment contract as well as his CV.---Correct.

And did you open those attachments when you received this email?---I don't, I don't recall whether I did or not.

But did you understand that Mr Qutubuddin was one of Mr Cossu's candidates?---I had pointed Mr Qutubuddin to Mr Cossu, yes.

20 So you'd actually sourced Mr Qutubuddin?---We'd had a LinkedIn discussion and my understanding was Mr Qutubuddin needed permanent employment. I would have used the word full time at the time, but permanent employment for his visa.

And so you thought you'd send him on to Mr Cossu so he could be supplied to council.---I had a discussion with Ms Kielty I believe at the time as to whether visa applicants could work. Maybe even Mr Trapman. I can't recall. I did have a discussion with an agency about whether that could work.

30 And did you know what Mr Qutubuddin was being paid?---No, I didn't.

You didn't open that employment contract?---No, I don't - - -

You didn't ask Mr Cossu?---No. I was looking for Mr Qutubuddin to start as quickly as possible because I needed a scheduler. Council at the time had no program or schedule to manage the projects that were being delivered.

THE COMMISSIONER: Now, Mr Pararajasingham, you did say that you wanted a break at some point. Do you want it or not?

40 MR PARARAJASINGHAM: Oh we can take a break now, perhaps if it's convenient.

THE COMMISSIONER: Oh it's up to you. I think Ms Huxley's - - -

MR PARARAJASINGHAM: I was going to wait a few more minutes but if there's a natural break in the questioning - - -

MS HUXLEY: There is a natural break in the questioning. I'm about to go to something else so perhaps it is a convenient time.

10 MR PARARAJASINGHAM: I'm content with that. Thank you.

THE COMMISSIONER: All right. We'll take a break then.

SHORT ADJOURNMENT

[11.46am]

THE COMMISSIONER: Yes, Ms Huxley.

20 MS HUXLEY: Mr Webb, I will take you to volume 3.2, page 190. So down the bottom of that page is an email from Ms Kielty to you on 8 March. Do you see that?---Yes.

And the subject matter is "Yavor - PMLV".---Yes.

That's a reference to Mr Nikolaev.---Yes.

And in that email, Ms Kielty says to you, "I require an email for internal compliance purposes confirming that council are aware and authorise
30 Randstad to subcontract Mr Nikolaev through PMLV."---Yes.

"And then Randstad will invoice council and PMLV will invoice us, i.e. Randstad, for Mr Nikolaev's services."---Yes.

And then she says, "Yavor will be paid by PMLV."---Yes.

And that accorded with your understanding of the arrangement for the engagement of these people.---Yes.

40 As at 2021.---Yeah.

March 2021.---That looks about right.

And you respond, sorry I apologise for interrupting you.---That's okay.

Did you say that's correct?---Yes.

Yeah. And you respond to Ms Kielty's email saying, "I am aware that Yavor is employed by PMLV and is their candidate. The process below is agreed."---Yes.

10

I'll take you to volume 28.1, page 72. This is an email from Ms Kielty to you on 3 August 2022.---Mm-hmm.

And she attaches client agreements in respect of three people.---Yes.

And they were all PMLV candidates, weren't they?---Yes, that looks like that.

20 And she says in that email, "I believe Pietro has kept you in the loop in regards to engaging contractors through Randstad from PMLV."---Yes.

So again she's drawing that arrangement to your attention.---Yes.

And so in August 2022, you knew that Mr Cossu was supplying workers through PMLV.---Yes.

And these ones were coming through Randstad.---Yes.

30 Do you recall at the beginning, when the first two candidates were employed, sorry, candidates were engaged who were sourced from PMLV, one was engaged through Spinifex, and that Mr Nikolaev?---I don't believe that's right.

You don't believe Mr, oh, was Mr Nikolaev Randstad or Spinifex, do you recall?---Randstad, based on the documents you've put before me.

40 Oh, sorry. I got it the wrong way around. So Mr Nikolaev was engaged through Randstad and Ms Chapparo was engaged through Spinifex, do you recall that?---Well Mr Nikolaev I've seen on the document, yes.

I can take you to Ms Chapparo's engagement if you'd like. At page, at volume 4.1, page 142. That's a purchase order issued in relation to Ms Chapparo. Did you cause that to be created?---I wouldn't have created it, but I would have asked for it to be created, yes.

And did you understand JHA recruitment and staff was the name of Spinifex, the formal name of Spinifex?---Oh, I don't think I did know that but I take that as correct.

10 And so Ms Chapparo came through Spinifex and Mr Nikolaev came through Randstad?---Right.

The next Randstad candidate didn't come through until that August 2022 email that I just took you to where there were three candidates. I can take you back to it if you like.---Sorry.

MR PARARAJASINGHAM: Sorry, is the question that he knew that or it's just putting it as a proposition?

20 THE COMMISSIONER: I think Ms Huxley was asking you, are you prepared to accept that?---Oh. Yes, okay. I'll accept.

MS HUXLEY: Or did you know that, at the time, that the first candidate, that in January 2021, Mr Nikolaev was engaged by Randstad, you knew that he was engaged by, you knew that Randstad had engaged Mr, sorry, that Mr Nikolaev was supplied through Randstad at the time - - -?---Yes.

- - - that he was supplied? And then the next, did you know that the next candidates from Randstad weren't supplied until August 2022?---No, I didn't know that.
30

Do you know if there was a reason why Randstad hadn't been used to supply workers from February 2021 to August 2022?---No, I believe they were, there was people from Randstad there during that period.

There were work, I mean Ms Chapparo was there but - - -?---No, no - - -

- - - were work, are you saying that you understood that - - -?---Sorry.

40 - - - workers were continuing to be engaged from Randstad?---Yes.

But were they PMLV workers or other Randstad workers?---I, I don't recall but there were numerous contractors through the business for that point in time through council.

But you knew when a PMLV candidate was coming up for consideration, didn't you?---Not always.

10 I'll just take you back to volume 28.1, 72, page 72. And the three agreements attached there at page 73, and you will see there at the top position, "project manager, PMLV engagement".---Yeah.

And the next page, page 74, again "project manager, PMLV engagement".---Yes.

And at page 75, "project manager, PMLV engagement".---Yes.

And so you knew that these were all PMLV candidates when they were engaged.---Yes. That's what the document says, yeah.

20 We've spoken about the fact that, so you've given evidence that you sourced Mr Qutubuddin and Ms Chapparo and referred them to Mr Cossu. Was there anyone else that you sourced?---I think only Mr Dankaro and he had come about through a reference from my, my dad.

And Mr Cossu sourced the remainder of the workers?---I think so.

30 And would he send you the CVs at a personal address before engaging with them further?---I don't know about before engaging with them further, but he would, from time to time, send me a CV, yeah.

I'll take you to volume 30.1, page 20 to 22. I'm sorry. I take you back up to page 18. So this is an exchange between Mr Cossu and you, and Mr Cossu says, "Hi Ben, the two guys have already signed the contract. B Trapman has activated them in the system. Is there anything else we can do or just wait?" And then at page 19 you say, "Ben Trapman needs to send the CVs from Spinifex so I can put them in the system and raise a purchase order."---Mm-hmm.

40 And then you ask if Mo's wife is still looking.---Yes.

Is that a reference to Asfia Jahan?---Yeah.

And Mr Cossu said he'd let you know.---Yes.

And then at page 20 Mr Cossu says that he'd spoken to her and she'll send an updated CV and asked what she'll be doing.---Yep.

And you said commercial/contracts and financially helping Anthony Luu. So had you already made the decision to hire Ms Jahan without having seen her CV?---No, I hadn't. I, typically I'd had a discussion with Mr
10 Qutubuddin about his wife. He had come and seen me. I understood she was looking for work and had some fairly, had some experience that was very relevant to us, and he was a very hardworking gentleman and I generally make the assumption that a hardworking working fellow, his wife would be hardworking as well. I certainly much prefer to engage with people that are dedicated.

Then at the next text message you say, "Who are the people you have ready? Ben Trapman sent me five. Are they all from you?"---Right.

20 Was that you checking with Mr Cossu who the PMLV candidates were? ---No, that's me trying to get people onboarded quickly.

Well, then at page 21 he responds, "No, I have three, the two boys and a girl, Mo's wife," and then you say, "Send me the names," and then he sends you three names.---Right.

You asked him to send you the names because you wanted to preference the PMLV candidates over the others?---No, that's not correct.

30 Well, why were you asking for the names?---I just wanted to understand who they were.

Was it the case that Najee Sumreen and Asfia Jahan were engaged by council?---I think so, yes. No. Well, yes, they were engaged, yeah.

And what about the other name there?---No, I can't recall that fellow being -
- -

40 Do you recall the reason he wasn't engaged was because he didn't want to take the vaccination for COVID?---No. I don't recall that, but that would have ruled him out.

Then at page 22, Mr Cossu says, "I'm waiting for one more CV," and then you respond, "He has sent them to me but only quotes. I need him to send me the CVs with the quote."---Yeah.

Is that a reference there to he, Mr Trapman?---Probably. It's a reference to the process.

10 Why did you need him to send the CVs with the quote?---There was a process that needed to occur.

And you wanted to make sure that it had at least the appearance of a legitimate engagement?---No, I probably - no, not at all.

See down the bottom there Mr Cossu is then saying, "Hi Ben, got another engineer. He works for Downer Roads at the moment and he's happy to join us. He lives in Campbelltown area and suit him better Bankstown. I will send to your private email his CV."---Right.

20 And then at page 23 you say, "Just send to Trapman and get him to submit" ---Yeah.

You didn't want to see his CV first.---Well, I would have seen it when Mr Trapman sent it through.

30 And then Mr Cossu says, "He will not come for \$35 per hour," and you respond, "That's okay, work out rates." So were you giving Mr Cossu permission to work out rates with this person?---Well, if Mr Cossu has sourced this person, that message is saying it's not between me, it's between you and him.

That message from Mr Cossu, "He will not come for \$35 an hour," so at that time you understood that these workers, or Mr Cossu was paying these workers significantly less than what the pay rate to PMLV was?---No.

So what did you make of Mr Cossu's message that he will not come for \$35 an hour?---I didn't give it much thought.

40 Then at page 27 you've told Mr Cossu, "Order is with Mr Trapman for all four. Angela is organising start dates for them."---Right.

Why did you tell him that?---Why did I tell him that?

Yeah.---Probably needed to organise his people.

I'll take you to volume 8.1, page 25. So that's an email from Mr Trapman to you.---Right.

And it attaches a number of documents.---Yes.

10 In the first document it identifies Asfia Jahan as PMLV Consulting.---Right.

And then there's two other resumes attached there.---Yep.

If I take you down to page 26, that's the client quote for Ms Jahan.---Right.

With the charge rate at \$98 per hour plus GST.---Okay.

And do you see there it says, "Position quoted PMLV Consulting."---Yes.

20 So you were in no doubt that Ms Jahan was a PMLV candidate.---No, that's fine. That's what the document says.

And Mr Cossu had also told you that in the text message exchange that we saw.---Yes.

And then the other documents attached are resumes for two other candidates.---Right.

30 Was there an arrangement in place or an agreement in place between you, Mr Cossu and Mr Trapman that Mr Trapman would communicate to you when he sent these CVs that would identify which was the PMLV candidate?---No.

And that's what occurred in this particular email?---Sorry? I said no there was - - -

So at page 25 - - -?---There was, there was, sorry, your early - - -

40 - - - the only quote that was sent through was for Ms Jahan.---Is that the case? I don't know. I can't recall this.

Yes, it is the case.---Well, I can't recall this email but - - -

Well, did you ask him to send through Ms Jahan's CV because that wasn't attached, or resume?---I probably already had it if that's the case. I, I'm not sure.

Did you ask him to send through quotes for the other two?---We may have had a discussion around it I'm not sure at the time.

10 Did you review the other two resumes?---I can't recall at that time. I'd assume so.

I'll take you to volume 28.1, page 51. This is an email from Mr Trapman to you at your council address.---Yeah.

And it has attached Mr Maleko's resume.---Yes.

20 Do you recall what you did with that?---I think we looked at him originally to be an architect, a Design Team architect, and I think the Design Team didn't want Mr Maleko I think. I can't really recall but that's my recollection.

I can take you to page 55.---Sure.

Mr Kools said, "I prefer someone with more local experience."---Yep.

And then at page 56 you sent that response to Mr Trapman.---Yeah.

30 So you rejected the candidate.---Yes.

If I take you back up to page 52 that's the first page of the resume that was sent through.---Yeah.

It hadn't identified Mr Maleko as a PMLV candidate.---Right. I wouldn't have recalled that.

40 So you didn't know at this time that Mr Maleko was a PMLV candidate?
---I, I would have just looked at him as a candidate, forwarded him onto the Design Team.

When that's in June 2022.---Yeah.

And at page 56 the email rejecting him as a candidate - - -?---Sorry, could you go back. Sorry, there's an email. Just go back to the email sending it through, please. Mr Cossu's email is in that.

It's blind copy.---Oh, right. That's fine, yes.

After Mr Maleko is rejected as a candidate did you have a discussion with Mr Cossu about rejecting Mr Maleko?---I don't believe so.

10

Did he inform you at that time that that was actually a PMLV candidate?---I can't recall.

Did you then have a discussion with Mr Cossu that you would have to put him through Randstad rather than Spinifex?---No.

And at page 72 of volume 28.1 he's again, Mr Maleko's - three client agreements are sent to you, one in relation to Mr Maleko.---Yes, okay.

20

And this is now from Randstad as opposed to Spinifex.---Okay. Sorry, when was that? That's August. When was the earlier one?

This is June.---Right.

And I'll take you to his particular agreement at page 74. He's now to be engaged as a project manager.---Yeah, I'd assume there was a, we looked at him as an architect. The Design Team didn't want them. There's probably a role that had either come up or someone had left and we needed a project manager.

30

So this was a way to get another PMLV candidate onboard at council?---No, that's not the case. This is a way to get someone to deliver projects.

Well, his training was as an architect not a project manager.---I think if you go back to his CV, counsel, it talks about him being a, having construction management experience.

On the design side or the delivery side?---I'm sorry, what do you mean by that?

40

I withdraw that. I'll take you to volume 30.1, page 1. See down the bottom there's a message from you to Mr Cossu saying, "You were going to send me some CVs."---Yep.

Is that in relation to Mr Cossu sourcing workers to be presented as PMLV candidates to council?---Possibly. It's about me trying to find more workers, yes.

10 And then at page 2 down the bottom you say, "Can you get that young boy to Ben Trapman so he can send through." Do you recall who that was about?---No, I don't.

And then at page 3 Mr Cossu says, "Should I send the young man the contract or wait for Trapman?" And you say, "You can send."---Right.

So by that you're saying to him you can send the employment contract between PMLV and the young man?---Right. I don't recall that. Yeah.

20 Well, what did you think Mr Cossu was going to send to the young man?---I don't know what Mr Cossu sends to the young man.

Well, he said, "Should I send the young man the contract or wait for Trapman?" And you said, "You can send." So what did you agree Mr Cossu could send the young man?---I don't recall the conversation but he can - we probably, I probably made my mind up to onboard this fellow.

Before Mr Trapman had had an opportunity to present him?---We probably had a discussion.

30 So I suggest to you that what you're saying to Mr Cossu there is that he can send the employment contract with PMLV to the young man because it was, because you had already made up your mind to engage him.---I probably have made up my mind to engage him, yeah.

And the reason he was asking you, one of the reasons he was asking you if he should send the contract to the young man was because you were also involved on the PMLV side in the engagement of these contractors.---Not at all.

Then at page 3 at the bottom there it says "Questions from Ben" and then at page 4 there's what looks like a copy and paste from a communication from Mr Trapman to Mr Cossu. Do you see that?---Yes.

And he's asking for a position period and pay rate and you respond with, responding to those three questions.---Yeah.

10 The reference in that message is for the pay rate. That's a pay rate to PMLV, isn't it?---It would have been the charge rate to council. The same pay rate.

Pardon?---That would have been that I expected the rate to council to be the same.

Well, they're not asking for the charge rate there. He's asking for the pay rate.---Is that Mr Trapman or Mr Cossu?

20 Mr Trapman has written that.---Yeah, that would mean the same rate that was coming through to council.

I suggest to you that that's a reference and you understood that to be a reference to the pay rate to PMLV.---No, that's incorrect.

I'll take you to volume 30.1, page 85. The first message there is Mr Cossu asking you, "What should I offer to Nosa?" Do you see that?---Yes.

And Nosa is a reference to Mr Dankaro.---Yeah.

30 Who is someone that had been referred to you by your father.---Yeah.

And you sent him onto Mr Cossu.---Yes.

And then he's saying, "Same of the others or a bit more."---Right.

Was it part of the arrangement that you had with Mr Cossu that he would confirm or discuss with you what the rate would be paid to these particular workers who were engaged by PMLV?---Not at all.

40 Do you know why Mr Cossu would be asking you what he should offer Mr Dankaro?---No.

Do you remember having a conversation with him about this after he sent the text message?---No, I don't remember.

I'll take you to page 112. Mr Cossu asks you, "Hi Ben, is it possible to give Asfia a \$10 increase?" Do you recall that?---I don't recall.

At page 113 you respond, "No." And then you say, "She is on more than some engineers, I can't approve it." Were you concerned that if you had approved a pay increase, that the scheme would have been discovered?

10 ---Not at all. Can we just go back? Sorry. What's the first text message in that?

That's a resume that was sent to you by Mr Cossu.---Right, who wasn't employed.

Pardon?---That person was never engaged, yeah.

I don't believe so.---No.

20 So what position, sorry, was Ms Jahan at the time?---She was in the Commercial Team.

Was she a contract administrator?---I think she was a little bit more, she was, her title may have been contract administrator, but she was managing a little bit more than contract administration.

And then when you said she was on more than some engineers, were those engineers also contractors?---Some of them were.

30 And so she was being paid more than the engineers?---It'd appear that way, yes. There was a levelling out that we were trying to get sorted.

And was it the case at council that engineers were regarded as more qualified as contract administrators?---No. Engineers are engineers.

So what's the problem if she gets paid more than some engineers?---Only that they were, the engineers are doing a lot of site work and otherwise, so no, it just - - -

40 Well you say, "She is on more than some engineers, I can't approve it." I will take you back to it. Volume 30.1, page 113.---Yeah.

So what did you mean when you say, “She is on more than some engineers, I can’t approve it”? Why is the fact that she is on more than some engineers mean that you can’t approve it?---Well I wasn’t, I wasn’t approving a increase in rate full stop.

But why?---Well why?

10 Yeah, why didn’t you approve it?---Because I wasn’t, I wasn’t increasing her rate.

Why didn’t you approve it?---I can't recall at the time. Everything that Mr Cossu sends through I don't simply approve.

You did approve some pay rises during this time.---Yes, we were trying to keep staff consistent, correct.

20 I’ll take you to volume 30.7, page 22. This is a message in July 2021. “Ben, any chance to get an increase for James? Maybe similar to Mohammed not to pass on.” So is he asking you for a pay rise for James Magsipoc?---I'm not sure, that could be, there was a couple of James’s. Potentially.

Did you ask him what he meant by “not to pass on”?---No.

You didn’t question him at all about that?---No.

30 Well did you understand it to mean that he wasn’t going, PMLV wasn’t going to pass it on to the particular candidate?---No, I'm not sure what it meant.

Did you know if the pay rises that you approved were passed onto the workers or weren’t passed onto the workers?---No, I don't know.

I’ll take you to volume 30.1, page 15. See there Mr Cossu sends you a spreadsheet.---Right.

That’s 2 August 2021.---Okay.

40 And I will take you to that spreadsheet. It’s at page 202. See on the left-hand side there’s three names, Mel, Mo, James and Yavor?---Four names.

Is Mel, Melanie Chapparo? Well at the time that the message was sent there was Ms Chapparo, Mohammed Qutubuddin, Yavor Nikolaev, and James Magsipoc at the time at council.---Okay.

Did you read this message?---I don't recall. I don't recall seeing it.

You don't recall seeing it.---No.

10 Or did you open it?---Possibly.

Did you ask Mr Cossu why he sent it to you?---No, Mr Cossu sends a lot of things. I don't often ask.

Well on page 16, sorry, I'll get back to page 15 of that volume, 30.1. After he sends that photo at page 16, you respond, "Okay."---Right.

You didn't ask him there, why did you send this?---No.

20 You didn't say, I think you sent this to the wrong person.---No.

You just said, "Okay."---Well yes.

So what did you mean by "Okay"?---I didn't mean anything by "Okay." It's nothing to do with me.

You could have seen from that picture what the pay rates were for those people.---Yes, I see that.

30 And the profit that at least Mr Cossu was receiving from having those four people employed at council.---Yes, I assume he has costs associated with that.

And so you were aware of that as at August 2021?---Yeah.

Did you have a discussion with Mr Cossu around August 2021 after seeing that spreadsheet that council needed to engage more contractors and asked him to go and source some more workers?---Possibly, we still needed more workers, correct.

40

And that had the added benefit of giving you an opportunity to employ more PMLV workers?---No, that's not the case.

Did Mr Cossu ever tell you that he had a business partner involved in the PMLV arrangement to supply workers?---No.

I'll take you to volume 34.10.

10 THE COMMISSIONER: Sorry, what page is that?

MS HUXLEY: Page 3.

THE COMMISSIONER: So 34.10, page 3.

MS HUXLEY: Which is exhibit 67. Maybe just zoom in so it's a bit easier for the witness to see. So this is a document that was created by Mr Cossu. ---Right.

20 And it has there, see at the bottom, net per year, \$506,188.80.---Right.

And then he's split it 50% 50%?---Okay.

So did Mr Cossu ever tell you that there was a partner involved in the business that he was splitting the profits with?---No, I can't recall ever even seeing this.

I'm not suggesting that you've seen it. I'm just asking if you knew that there was a partner that - - -?---No.

30 If I can take you to volume 31.3, page 213? Do you recognise this document?---No.

I can take you through it.---Sure.

So there's that page, the date of it is 25 October 2022.---Okay.

And it's to Mr Vangi. The subject is extension of POs for agency staff. Is PO a reference to a purchase order?---Would be, yes.

40 See how it says "from Benjamin Webb". Would that be a reference to you? ---Yeah.

And so would you have reviewed this memo before it was provided to Mr Vangi?---Yes, I assume so.

And it contains some recommendations from you?---Yes.

And those recommendations are to approve, and then it lists a number of names and I'll take you down to page 214 "Approval required for extra hours for the agency staff on the above purchase orders"?---Okay.

10

And then it sets out what those purchase orders are?---Yes.

And it seems from that document, it was proposed by you on 25 October 2022?---Yeah.

If we go back up to page 213, do you recall Ms Wiss was a PMLV officer?
---I don't recall. She could have been.

Mr Magsipoc?---Yes.

20

Mr Qutubuddin?---Yes.

Mr Istanbuli?---I'm sorry, I meant Mr Hu.

Pardon?---Sorry. Mr Hu?

No, I was going back to, sorry, down to the next PMLV officer was number 6, Mr Istanbuli. Do you recall that he was a PMLV officer?---Sorry?
What, what - - -

30

I'm just going through this list, to identify all the PMLV candidates - - -?
---But - - -

- - - and asking if you recall that they were PMLV candidates at the time.
---What about the other ones?

Okay. Well, fine.---So what do we - - -

Okay. Mr Hu.---No, no. Sorry. I just, I - - -

40

Was Mr Hu a PMLV candidate?---Sorry, counsel. I don't understand the question.

When you proposed - - -?---I was at - sorry. I was at line 4, as we were going down the document.

Okay. So Mr Hu. Who had employed, who was Mr Hu engaged through?
---Spinifex, I think.

10 And he didn't have any role in relation to PMLV?---I don't - - -

He wasn't a PMLV candidate?--- - - - I don't believe so.

Mr Wang?---I can't recall.

Mr Istanbouli?---I can't recall.

Mr Swan?---A comms person, no, don't know.

20 Mr Missio?---He was a bit different. He come from APP.

Mr Halloum?---An environmental engineer. I can't recall, no, I can't recall where he come from.

Mr Bejar?---Yes, I, I know he come through Spinifex.

Qurat Ul Ain Butt?---I think Mr Cossu had found her.

So he was a PMLV candidate?---It's a woman.

30

Sorry. She was a PMLV candidate?---Yes. She was a structural engineer.

Ms Moore?---Rachel had come through Randstad, I think?

Is the number 13 a man or a woman?---That's a man.

Mr Hossain?---I can't recall where he come from.

Mr Cujic?---Randstad.

40

Mr Nguyen?---Not entirely sure, MCJ, maybe?

Is number 16 a man or a woman?---No, that's a female.

And where was she from?---Randstad, I think.

Was she a PMLV candidate to your knowledge at the time?---I don't know.

Mr Ozoemena?---Not sure.

10 I'll take you to volume 6.1, page 231. Do you see down the bottom there, there's a list of current staff supplied to council by Spinifex? So dated 21 November 2022.---Okay.

Just doing that exercise again, do you know if Mr Abdelhalim was a PMLV candidate?---I'm not sure. No, not sure.

The next one, Alfonsia Macintosh?---No, I don't believe so.

20 I think in relation to Mr Istanbuli, you said you weren't sure?---Yeah, I, I can't recall.

And Aline Medeiros?---She was.

Ms McEwen?---No, I don't believe so.

Ms Jahan?---Yes.

Ms Bhuiyan?---No.

30 Ms Rafili?---I don't think so.

Mr Ozoemena?---No, I don't recall.

Mr Bejar?---No, he wasn't.

Mr Magsipoc?---Yes.

40 Mr Swan?---No, I don't recall where - well, if you say he'd come from Spinifex, but I don't believe - I don't know.

Mr Hu, I think you said he wasn't?---Yeah, I don't know.

Mr Wang?---Yes, he was.

Mr Kools?---I'm not sure.

Ms - - ?---Actually, Mr Kools was.

Ms Miranda?---Yes, I think she was.

10 Mr El Halabi?---Yes.

Mr Qutubuddin?---Yes, I think so.

Mr Shafique?---Yes, electrical engineer.

Is Najee a man or a woman?---That's a man.

Mr Sumreen?---Yes.

20 Ms Weiss?---I'm not quite sure.

Mr Dankaro?---Yes.

Mr Bell?---Yes, he was.

And Ms Butt?---Yes.

And Ms Ariyaratnam?---Yeah, I'm not sure.

30 Do you accept that the majority of staff employed by Spinifex in that group were PMLV candidates?---Well, I don't know if I accept the majority. There's, some of them, yes - well, sorry - - -

Well, would you accept at least 50%?---Possibly, yeah. I haven't done the numbers, but, yes.

I take you to volume 30.1, page 57. Mr Cossu sends you a message with a screenshot and it says, "I think Angela made a mistake"?---Right.

40 And this on 30 August 2021?---Okay.

Who is Angela?---Angela's a project administrator that worked for us.

Did she work for you?---She worked in the team, yeah, worked, she reported to me.

And then you respond, "I just spoke with her"?---Okay.

And I'll take you down to the picture. It's at page 224. Do you see there, there's a picture where Mr Cossu has circled the PMLV Consulting?

10 ---Right.

And so did you go and speak to Angela about this after receiving that message?---I can't recall.

Did you understand Mr Cossu was drawing your attention to the mistake that Angela had made in putting, identifying Mr Hadad as a PMLV candidate?---No.

20 Well what did you think the mistake was?---I don't know what the mistake was.

So what did you speak to her about?---I can't recall speaking to her.

You didn't respond to Mr Cossu saying "What mistake are you talking about?" so you must have understood what he meant when he sent this message.---No, I don't believe so.

30 I suggest to you that you did and you understood that he was concerned that Mr Hadad's connection to PMLV Consulting would become widespread knowledge at council.---I don't accept that.

And he wanted, and you wanted, both of you wanted to conceal the involvement of PMLV in supplying workers to council.---Council and I have signed an agreement with them, with PMLV attached on that agreement. And engagement agreement. I'm not concealing anything.

Well where did that document go at council? Did you send that on to anyone?---It goes to Procurement.

40 So you sent those agreement onto Procurement?---They do so, yes, that's how the purchase order is raised.

Did you notify Mr Vangi?---I, I met with Mr Vangi every fortnight and I kept him updated of all the people coming on board, both through Pietro and otherwise.

So you informed him that they were a Cossu candidate?---I didn't talk to him about candidates. I talked, talked to him about people that were already on board and otherwise.

10 And so would you tell Mr Vangi, when you had these catch-ups, that, which candidates or which people being engaged by council was sourced by Mr Cossu?---Yeah, I used words to the effect of, you know, he works for Pietro.

You'd say "he works for Pietro".---Yeah, something to that effect.

And did you tell Mr Vangi that Mr Cossu was making money off that arrangement?---No, we never had a discussion like that.

Why not?---Well why would we?

20

Did you ever tell Mr Vangi that you were also receiving money from Mr Cossu during this, in 2021 and 2022?---No.

Why not?---Well there was no, I didn't believe there was a need to. It was something completely different.

Well weren't you responsible for hiring these people?---Yes.

30 And you understood Mr Cossu was profiting off this arrangement?---Well I didn't understand that. I had no visibility of that.

Well you'd been sent that spreadsheet.---That spreadsheet could have meant anything, counsel.

It could have meant anything.---Yeah.

Sorry, what could it, I'll go back to it if you like.---No, there's no need.

40 There's no need. But you understood those four people were all employed by council at the time you received that spreadsheet, didn't you?---Yes.

MR PARARAJASINGHAM: Well I object. The evidence is, he hasn't confirmed - - -

THE COMMISSIONER: Sorry?

MR PARARAJASINGHAM: He hasn't confirmed that he sighted the document so - - -

10 THE COMMISSIONER: Yes, yes, he doesn't remember that spreadsheet, Ms Huxley.

MR PARARAJASINGHAM: That's right, so the premise hasn't been established.

THE COMMISSIONER: But just getting back to this point about Cossu making money from it, I think you said a moment ago that you didn't have any visibility of that occurring, is that right? Something to that effect.
---Correct.

20 Yes, but you also, I thought, said earlier in your evidence that you assumed that PMLV was making a profit.---Yes, Commissioner I assumed but I didn't have any visibility of what they were doing or otherwise, what they were making.

But you assumed they were making a profit.---Well they're a business, so I assumed so, yes.

Yeah, you just didn't know how much.---No, correct.

30 Okay.

MS HUXLEY: So, but you also understood that, so you assumed Mr Cossu was making money from the PMLV arrangement, but you didn't know if he was?---Correct.

And you didn't know how much, if he was.---Correct, yeah.

But you were responsible for hiring the contingent staff workers?---Yes.

40 That was one of your official functions at council?---It was.

And Mr Cossu was giving you money and, sorry, you'd received money from Mr Cossu between 2021 and 2022?---Yes, for something completely unrelated.

I accept that your evidence, and we will come to it, will be that it's unrelated to the hiring.---Yes.

But that did indicate that you had a pecuniary interest at least in relation to Mr Cossu.---Yes.

10

And it was, and that was a matter that should have been disclosed because Mr Cossu was then presenting candidates to you for employment.---I accept it should have been disclosed, counsel, but it never entered my mind in making a decision.

Commissioner, I note the time.

THE COMMISSIONER: All right. Okay, we'll take the lunch break. Excuse me. Sorry, is there anything - - -

20

MS HUXLEY: Oh, I should just tender some documents.

THE COMMISSIONER: Okay.

MS HUXLEY: The schedule, sorry, I withdraw that Commissioner, not yet.

THE COMMISSIONER: All right. Well I will adjourn until 2.00.

30 **LUNCHEON ADJOURNMENT**

[1.06pm]