

6

273

7-22-7013
Stefano Lafave

7-2

an
black

[REDACTED]

[Signature]

35

2/1/12 — 358873

7-2-13
Norm Centre

[REDACTED]
[REDACTED]

[Signature]

7-
Steve [REDACTED]
[REDACTED]
[REDACTED]

[Signature]

35673

Standard Costs Agreement

DATE:	11 th October 2012
TO:	Ivan Petch
ADDRESS:	[REDACTED]

A. This document is an offer to enter into a costs agreement with you.

B. The work we have been instructed to do is:

Provide you with the following professional services:

- ongoing general legal advice regarding the Local Government Act and Regulations
- all other general legal advice.

C. The disclosure requirements which we are required to provide you under the Legal Profession Act 2004 are contained in annexure A (the Standard Costs Disclosure), which forms part of this document.

D. **Acceptance of offer**

If you accept this offer you will have entered into a costs agreement. This means you will be bound by the terms and conditions set out in this document, including being billed in accordance with it. You may accept this offer in any of the following ways:

- signing and returning a copy of this document
- giving us instructions after receiving this document
- oral acceptance.

Failure to accept our offer within seven days of dispatch of this document can result in the immediate withdrawal of our offer to act on your behalf.

E. **Termination of Agreement**

E.1 We will not continue to do the work:

- if you fail to pay our bills
- if you fail to provide us with adequate instructions within a reasonable time
- if you give instructions that are deliberately false or intentionally misleading
- if you fail to accept an offer of settlement which we think is reasonable
- if you fail to accept advice we (or counsel) give you
- if you engage another law practice to advise you on this matter without our consent

- if we, on reasonable grounds, believe that we may have a conflict of interest, or if you indicate to us that we have lost your confidence; or
- for other just cause.

We will give you at least fourteen (14) days' notice of our intention to terminate our agreement, and of the grounds on which the notice is based.

E.2 You may terminate this agreement at any time.

E.3 If the agreement is terminated either by you or us, you will be required to pay our professional fees and charges for work done, and for expenses and disbursements incurred, up to the date of termination. For lump sum fee matters, you must pay the part of my/our lump sum fee that we reasonably estimate has been incurred in respect of the legal services provided to you up to the date of termination, plus charges, expenses and disbursements, subject to your right to a costs assessment. You will be liable to pay our costs whether or not the other party to any court proceedings has to pay your costs of the proceedings.

On termination, I we are entitled to retain possession of your papers and documents while there is money owing to us for our charges and expenses, unless, and until security is provided for our costs.

F. Lien

Without affecting any lien to which I we are otherwise entitled at law over funds, papers and other property of yours in our possession:

- F.1 we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to the firm have been paid;
- F.2 our lien will continue notwithstanding that we cease to act for the client.

G. Retention of your documents

We will, on completion of the work, retain any papers to which you are entitled, but leave in our possession (except documents deposited in safe custody) for no more than seven (7) years. This will be done on the undertaking that we have your authority to destroy the file, seven years after the date of the final bill rendered by us in this matter. If the documents need to be retrieved for any reason then a retrieval fee shall apply of \$150.00 plus GST.

H. Privacy Protection

Personal information about you, provided by you and other sources, is protected under the Privacy Amendment (Private Sector) Act (Cwlth) 2000. Disclosure of such information may be compelled by law (e.g. under the Social Security Act). You also

authorise me/us to disclose such information where necessary to others in furtherance of your claim/matter (e.g. within the law practice; to the Court; the other party or parties to litigation; and to valuers, experts, barristers etc).

I. Payment / Money on Account

We may ask you to pay us, in advance, some money on account of payments which will be made to others and our costs.

Trust Account Details are as follows:

Account Name: AJL Legal
Account BSB:
Account Number:

J. Authorisation to transfer money from trust account

You authorise us to receive directly into our trust account any judgment or settlement money, or money received from any source in furtherance of your work, and to pay ourselves our costs, disbursements and expenses in accordance with the provisions of clause 88(3)(a)(i) of the Legal Profession Regulation 2005.

K. Briefing Counsel (Barrister)

- K.1 We are authorised by you to brief counsel to appear, confer, advise and draw and/or settle documents provided that:
 - K.1.1 except in circumstances of urgency or where it is otherwise impracticable, we shall discuss with, and take into account your wishes when briefing counsel; and
 - K.1.2 wherever practicable, we will provide the client with a copy of counsel's fee agreement. If you object to the fees of counsel, as set out in such a fee agreement, then you shall forthwith notify the firm.
- K.2 You shall pay all counsel fees which are billed to us, which you acknowledge exceed any scale rates.

L. Retaining expert witnesses (accountants, handwriting etc)

- L.1 We are authorised by you to retain expert witnesses (e.g. psychologists, medical practitioners, accountants, valuers) to advise, report, confer and/or appear at Court, provided that, except in circumstances of urgency or where it is otherwise impracticable, we shall discuss with and take into account your wishes when retaining expert witnesses.
- L.2 You shall pay all expert witness fees which are billed to us in accordance with the expert's retainer, and which terms and conditions may differ from our own.

M. Retaining agents (including investigators)

- M.1 We are authorised by you to retain an agent, if necessary, provided that, except in circumstances of urgency or if it is otherwise impracticable, we shall discuss with and take into account your wishes when so engaging an agent.
- M.2 You shall pay all agent fees which are billed to us, which you acknowledge may exceed any scale rates.

Signed:

Client

Date



Stefano Laface
Principal Solicitor

11 October 2012

Date

Standard Costs Disclosure

(Annexure 'A' to Costs Agreement)

DATE:	11 th October 2012
TO:	Ivan Petch
ADDRESS:	[REDACTED]

This document, and the Form attached, discloses information about the costs of our legal services, and your rights, as required by the Legal Profession Act 2004 (NSW), hereafter referred to as ["the Act"].

1. GST

All rates, charges and disbursements in this document are GST inclusive unless otherwise stated

2. Costs – how calculated

2.1 Professional Fees

We will charge you professional fees for the work we do either:

- | | | |
|-----------|--------------------|-----------------------------------|
| 2.1.1 (a) | an hourly rate of: | \$440.00 for a partner. |
| (b) | an hourly rate of: | \$385.00 for a senior solicitor |
| (c) | an hourly rate of: | \$330.00 for a junior solicitor. |
| (d) | an hourly rate of: | \$165.00 for a para-legal |
| (e) | an hourly rate of: | \$88.00 for a clerk |
| (f) | an hourly rate of: | \$55.00 for secretarial services. |
| (g) | Travel time: | \$250.00 per hour |

These rates will be proportionately charged for work involving shorter periods less than an hour. Our charges are structured in 6 minutes units. For example, the time charged for an attendance of up to 6 minutes will be 1 unit and the time charged for an attendance between 6 and 12 minutes will be 2 units.

Please note: All work, including but not limited to phone calls, emails, faxes, meetings and travel times performed outside of ordinary work hours will be charged at the above rates plus a loading of 25%. Ordinary hours are Monday to Friday 8:30am to 5.30pm.

**NSW ICAC
EXHIBIT****2.2 Charges**

We will charge you for services we use or supply. Our rates are:

2.2.1 photocopying: \$0.70 per page

2.2.2 faxes: \$0.70 per page

2.3 Disbursements

We may incur disbursements (being money which we pay or are liable to pay) to others on your behalf. These may include:

- search fees
- enquiry fees
- court filing fees
- process servers
- clinical records from hospitals
- medical reports
- experts' reports
- witnesses expenses
- travel expenses
- transcripts
- barrister's fees (see cl. 9) and others.

We will inform you of these expenses and disbursements, as well as any other payments required to be made, as soon as is reasonably practicable.


3. Estimate of Costs

As the work done will be ongoing advice there is no estimate.

4. Billing arrangements

We require payment in advance be deposited into our Statutory Trust Account. We will send you a bill of costs containing information of our professional fees and charges and disbursements either after completion of the work, or monthly, or at other times as agreed with you, when the work is in progress. We will draw from our Trust Account monies owed to AJL Legal in accordance with the Legal Profession Act 2004.

For your reference, our Trust Account Details are as follows:

Bank: NAB
Account Name: AJL Legal
Account BSB: --
Account Number: 

**NSW ICAC
EXHIBIT****5. Interest on unpaid costs**

If our costs are not paid within 30 days of giving you our bill of costs, we may charge you interest on the unpaid amount, at or under the maximum rate prescribed in Regulation 110A, of the Legal Profession Regulation 2005. The current rate is 8% per annum, but may vary at the time the Bill of Costs is issued.

6. Dispute as to legal costs

In addition to the rights set out in the accompanying Form you also have the right to have the costs mediated if the dispute is less than \$10,000. Referral for mediation must be made before an application for assessment is accepted by the Manager, Costs Assessment.

7. Persons responsible for your matter and legal costs

Stefano Laface will be responsible for your matter. You may contact him regarding your matter and your legal costs. Other persons may assist the above named solicitors from time to time with the conduct of your matter. Please see our disclosed charge out rates.

8. Substantial changes to disclosure

You will be informed, as soon as is reasonably practicable, of any substantial changes to anything contained in this disclosure document.

9. Engagement of another law practice (e.g. barrister)

It may be necessary for me/us to engage, on your behalf, the services of another law practice to provide specialist advice or services, including advocacy services, or to act as our agent. We will consult you as to the terms of that law practice's engagement, but you may be asked to enter into a costs agreement directly with that law practice. The law practice engaged by us will disclose costs to us in a similar manner and we will disclose those costs to you.

11. Applicable law

The law of NSW applies to legal costs regarding this matter. However, see your rights in the accompanying form.

NSW ICAC EXHIBIT

Form of disclosure of costs to clients (Clause 109A Legal Profession Regulation 2005 – Form 2)

Legal costs – Your right to know

You have the right to:

- Negotiate a costs agreement with us
- Receive a bill of costs from us
- Request an itemized bill of costs after you receive a lump sum bill from us
- Request written reports about the progress of your matter and the costs incurred in your matter
- Apply for costs to be assessed within 12 months if you are unhappy with our costs
- Apply for the costs agreement to be set aside
- Accept or reject any offer we make for an interstate costs law to apply to your matter
- Notify us that you require an interstate costs law to apply to your matter.

For more information about your rights, please read the facts sheet entitled Legal Costs – your right to know. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website)

008253



IJ PETCH

BSB number 633-000
Account number [REDACTED]
Customer number [REDACTED]
Account title IJ PETCH

Account Summary

Statement period 30 Sep 2012 - 30 Dec 2012
Statement number 29
Opening balance on 30 Sep 2012 \$22,138.32
Deposits & credits \$257,614.35
Withdrawals & debits \$268,688.06
Closing Balance on 30 Dec 2012 \$11,064.61

Do you find managing
your finances puzzling?

Puzzle: Move one piece
to make a square.

It's not a puzzle
which you know how.

Ask us for this solution today on 1300 018 018.

www.bendigobank.com.au/financialplanning

Any questions?

Contact your Branch Manager, Pat Italiano
at Shop 14, 203-213 Cox's Rd, North Ryde 2113
on 02 9878 5559, or call 1300 BENDIGO
(1300 236 344).

Bendigo Retirement Cheque Account

Date	Transaction	Withdrawals	Deposits	Balance
	Opening balance			\$22,138.32
1 Oct 12	INTEREST		46.56	22,184.88
1 Oct 12	Monthly Transaction Summary			
	CHEQUE WITHDRAWALS (3 @ 0.70)	2.10		
	Total Transaction Fees	2.10		
	ACCOUNT REBATE		2.10	
	Total Rebates		2.10	
	Net Transaction Fees for September 12	0.00		22,184.88
10 Oct 12	SALARY 7017 CITY OF RYDE 0427895416		4,324.50	26,509.38
10 Oct 12	CHEQUE 226	15,000.00		11,509.38
11 Oct 12	PERIODIC TFR 00168843637601	1,691.62		9,817.76
23 Oct 12	TRANSFER 16884363/2501		232,458.97	242,276.73
23 Oct 12	WITHDRAWAL - BANK CHEQUE 4676593 JOHN F BOOTH	235,000.00		7,276.73

...continued overleaf >

**Bendigo Bank**

Bendigo and Adelaide Bank Limited ABN 11 068 049 178. AFSL No. 237879.
The Bendigo Centre, Bendigo, Vic. 3550.

Security features included in this cheque is a microprinted signature line; the absence of which could indicate a fraudulent cheque.

Pay **JOHN F BOOTH**
The sum of
dollars

BANK CHEQUE**4676593**Date **23/10/2012**

or bearer

Millions	Hund. Thous.	Tens Thous.	Thousands	Hundreds	Tens	Units	Cents
*ZERO	**TWO	THREE	*FIVE	*ZERO	*ZERO	*ZERO	*00

\$235,000.00**4676593**

7068004 (07/08)

Not Negotiable

For Bendigo and Adelaide Bank Limited

3109**CP132**

⑈4676593 ⑈633⑈101⑈442⑈00000⑈9

61041814019
By
John F Booth
Bendigo
23/10/12

=====

BENDIGO AND ADELAIDE BANK LIMITED
ABN 11 068 049 178
AFSL No. 237879

ADMC932
Date: 23/10/2012 Time: 15:08:38

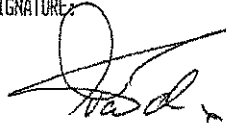
Bendigo and Adelaide Bank Limited
Shop 14
203-213 Cox's Rd
NORTH RYDE NSW 2113
Phone: 0298785559 Fax: 0298783714

TRANSACTION RECORD

Withdrawal

Account [REDACTED]
Name I J PETCH
Cheque 235000.00
Payee JOHN F BOOTH

SIGNATURE



=====



Bendigo & Adelaide Bank Ltd ABN 11 068 049 178. AFSL No. 237879.
The Bendigo Centre, Bendigo, VIC 3550

10 / 10 / 2012

Pay The Weekly Times Newspaper or bearer,

The Sum of After Councilor's address

\$15,000.00

No
Negotiable

(Drawn) COUNCILLOR IVAN J PETCH

A/C NO. [REDACTED]

Security feature included in this cheque is a microprinted signature line; the absence of which could indicate a fraudulent cheque.

#000 226 [REDACTED]

Level 1 43 Belgrave Street
MANLY NSW 2095Correspondence To
PO Box 1264
MANLY NSW 1655
T: 02 9976 3001
F: 02 9976 3007
W. www.ajllegal.com.au
ABN: 90141663041Mr I J Petch
[REDACTED]**Trust Account Statement**

For Period : All

Trust Account : AJL Legal Trust Account, NAB [REDACTED]

Matter # 100501, Advice - Loan Agreement

Mr Ivan John Petch
[REDACTED]

Date	Reference	Paid To / Received From Journaled To/From Reason	Withdrawal Amount	Deposit Amount	Balance
24/10/2012	Rec000203	Received From: Mr I J Petch [REDACTED] Reason: PETCH Loan money, Fees and Disbursments		\$235,000.00	\$235,000.00
30/10/2012	PayTP13	Paid To: EFT BSB-Ac: 062245-28017487 The Weekly Times Gladesville Reason: TWT Loan Money	\$176,144.00		\$58,856.00
31/10/2012	PayEFT TP 13	Paid To: EFT BSB-Ac: 062281-10281414 AJL Legal Reason: PETCH for TWT Disbursment to ALRAMON	\$50,000.00		\$8,856.00
2/11/2012	PayEFT TP 13	Paid To: AJL Legal Pty Ltd/PETCH Reason: Invoice # 606 Trust To Office Transfer	\$6,560.00		\$2,296.00
2/11/2012	PayEFT TP 13	Paid To: AJL Legal Pty Ltd/PETCH Reason: Invoice # 607 Trust To Office Transfer	\$121.00		\$2,175.00
Account Totals:			\$232,825.00	\$235,000.00	\$2,175.00

NSW ICAC
EXHIBIT

1116
AJL
LEGAL

Level 1 43 Belgrave Street
MANLY NSW 2095

Correspondence To
PO Box 1264

MANLY NSW 1655

T: 02 9976 3001

F: 02 9976 3007

W. www.ajllegal.com.au

ABN: 90141663041

Mr I J Petch
[REDACTED]

Trust Account Statement

For Period : All

Trust Account : AJL Legal Trust Account, NAB ([REDACTED])

Matter # 100502, Advice - Loan Agreement

Mr Ivan John Petch
[REDACTED]

Date	Reference	Paid To / Received From Journaled To/From Reason	Withdrawal Amount	Deposit Amount	Balance
15/04/2013	Balance				\$0.00
Account Totals:			\$0.00	\$0.00	\$0.00

Level 1 43 Belgrave Street
MANLY NSW 2095Correspondence To
PO Box 1264

MANLY NSW 1655

T: 02 9976 3001



F: 02 9976 3007

W: www.ajllegal.com.au

ABN: 90141663041

Mr I J Petch


TRUST ACCOUNT RECEIPT

RECEIPT	THE SUM OF	PAYMENT METHOD	DATED	ENTERED
000203	\$235,000.00 Two Hundred Thirty Five Thousand Dollars	Bank Cheque	24/10/12	30/10/12
RECEIVED FROM		TRUST ACCOUNT		
Mr I J Petch 		Bank: NAB Manly Account Name: AJL Legal Trust Account Account Number:  BSB Number: (

Matter & Client	Description	Amount
Matter # 100501, Mr Ivan John Petch; Advice - Loan Agreement	PETCH Loan money, Fees and Disbursements	\$235,000.00


Received By: Johanna Laface
On Behalf Of AJL Legal Pty Ltd

Johanna Laface

From: Clr. Ivan Petch [ivan.petch@]
Sent: Thursday, 11 October 2012 1:07 AM
To: Stefano Laface
Subject: Re: Petch Advance to Weekley Times Gladesville Pty. Limited

Hi Stefano

On the Caveat document the address is Victoria road Ryde and not Victoria Road Gladesville

Regards

Ivan

Sent from my iPhone

On 11/10/2012, at 12:41 AM, "Stefano Laface" <Stefano@AJLLegal.com.au> wrote:

Ivan,

Please find attached loan documents drafted in accordance with your instructions.

As discussed, you will need to declare any interest at Council regarding any dealing with Mr Booth or The Weekly Times Gladesville Pty. Limited.

At the present moment, we are awaiting a consent to the second mortgage.

Regards,

<image002.gif>

Regards,

<image003.jpg>

Level 1, 43 Belgrave Street

MANLY NSW 2095

Ph: (02) 9976 3001 Fax: (02) 9976 3007

Johanna Laface

From: Johanna Laface
Sent: Wednesday, 24 October 2012 3:17 PM
To: 'johnfb@weeklytimes.com.au'
Subject: Settlement Figures

Importance: High

John

We refer to the advance and enclose settlement figures for your approval.

From the attached the following will be ready for you to draw on Friday, as the banks have indicated that the funds will not be able to clear until late today or tomorrow by earliest.

Kindly approve the settlement statement. In respect of the cheque the following comments are made

1. \$50,000.00 – made out to Alramon Pty Limited this is the repayment of the loan advanced to you by Norm. I understand this is to be repaid from the proceeds, however, you will need to arrange for TWT invoices to be issued in order for you to recoup back some funds for advertisement(approx \$20,000), therefore, it will be the case that a refund will be made to you in payment of these invoices, if you provide the invoices directly to me, I may be able to transfer the difference
2. \$2,500 – made out to Ivan John Petch – this is your first months interest
3. \$176,144.00 – made out to the Weekly Times Gladesville Pty Limited

Regards,

Johanna Laface

AJL
LEGAL

Level 1, 43 Belgrave Street
MANLY NSW 2095

Ph: (02) 9976 3001 Fax: (02) 9976 3007

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Legal Practitioners employed by A.J.L. Legal Pty. Limited are members of the Scheme

Johanna Laface

From: Ulrike Eichmeyer [ulrike@weeklytimes.com.au]
Sent: Wednesday, 24 October 2012 5:39 PM
To: Johanna Laface
Cc: Stefano Laface
Subject: RE: Settlement Figures

*3 A : John
legislation loan repayment
to Alramon
approved*

Hi Stefano

Can you please contact us asap re loan.

Apart from the fact that the money has not been deposited, we also don't understand the settlement sheet:
\$50,000.00 Alramon Pty Ltd – who is that?

Regards

Ulrike Eichmeyer

From: Johanna Laface [mailto:johanna@AJLLegal.com.au]
Sent: Wednesday, 24 October 2012 3:27 PM
To: johnfb@weeklytimes.com.au
Subject: FW: Settlement Figures
Importance: High

John

Apologies please find attached the settlement sheet

Regards,

Johanna Laface

Ph: (02) 9976 3001 Fax: (02) 9976 3007

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Sent: Wednesday, 24 October 2012 3:17 PM
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Importance: High

John

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Regards,

Johanna Laface



Level 1, 43 Belgrave Street

MANLY NSW 2095

Ph: (02) 9976 3001 Fax: (02) 9976 3007

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LEAP Email Reference [F:19389000][M:100502] (Please do not delete)

Johanna Laface

From: Alex Munday
Sent: Thursday, 25 October 2012 11:58 AM
To: 'johnfb@weeklytimes.com.au'
Cc: Johanna Laface
Subject: RE: Settlement Figures

Dear John,

We refer to our telephone conversation with you this morning. Unfortunately the funds have not yet cleared through the AIL trust account and we are unable to draw on them until they do.

Regards,

Alex Munday.

LEAP Email Reference [F:19389000|M:100502] (Please do not delete)

Johanna Laface

From: Ulrike Eichmeyer [contactus@weeklytimes.com.au]
Sent: Thursday, 25 October 2012 1:31 PM
To: Johanna Laface
Subject: FW: Invoices - advance
Attachments: Norm Cerreto _ Cox's Road CentreAccounts.pdf; Cox's Road Centre INV May2012.jpg; Cox's Road Centre INV June2012.jpg; Cox's Road Centre INV July2012.jpg; Cox's Road Centre INV Aug2012.jpg; Cox's Road Centre INV Sep2012.jpg

Hi Johanna

John left your email print-out on my desk and am forwarding the email sent to Norm last night.

Regards

Ulrike



----- Forwarded Message

From: Ulrike Eichmeyer <contactus@weeklytimes.com.au>
Date: Wed, 24 Oct 2012 18:09:46 +1100
To: <normcerreto@f...>, <f...@delitalia.net.au>
Subject: Invoices - advance

Hi Norm

We just learnt that the \$50,000.00 have been paid out to you today.

Please find attached the related invoices for payment, each only half page charged for a full page.

Thanks for attending to this

Regards

Ulrike Eichmeyer



JS

Also, I was told to send the invoices for Roy Maggio's campaign also per email to Millie Booth, but had no response. Who is paying for those?

----- End of Forwarded Message