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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER M. HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION PARAGON

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 12 MAY, 2021

AT 10.00AM

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

THE COMMISSIONER: Mr Downing.

MR DOWNING: Thank you, Commissioner. Commissioner, the next witness will be Craig Steyn.

THE COMMISSIONER: Thank you. Mr Steyn.

MR CLARK: Just before that starts, Commissioner, my name is Clark.

10 THE COMMISSIONER: Just take a seat there, Mr Steyn. Yes, Mr Clark,

MR CLARK: Your Honour, I think I have already granted leave, but if I haven't I am formally seeking leave.

THE COMMISSIONER: Yes. Well, I confirm, I grant leave.

MR CLARK: Thank you. And just before Mr Steyn starts giving his evidence, Commissioner, I would just take the usual objection to the provision of that evidence.

20

THE COMMISSIONER: Could I just remind counsel or solicitors, could you try and talk into the microphone? It's very hard to hear sometimes. Could you just start again, Mr Clark?

MR CLARK: I'm very sorry. Just before Mr Steyn starts, Commissioner, I would make the usual objection in relation to the evidence that he's about to give.

30 THE COMMISSIONER: Well, it's his objection but you are indicating he wishes to give evidence under objection?

MR CLARK: Yes.

THE COMMISSIONER: Thank you, Mr Clark.

MR CLARK: Thank you.

THE COMMISSIONER: Mr Steyn, do you take an oath or an affirmation to give evidence?

40

MR STEYN: Affirmation, affirmation.

THE COMMISSIONER: Affirmation. If you wouldn't mind standing, I'll have my associate administer the affirmation.

THE COMMISSIONER: Thank you. Mr Steyn, I understand you've had it explained to you by your lawyers that, if you wish, you are entitled to give evidence under objection. And the effect of that is that giving evidence or producing documents or other items under objection means that the evidence can't be used against you in other proceedings in the future. Do you understand that's the purpose of it?---Yes, Commissioner.

10

There is, however, an exception, and that is that if a witness commits an offence under the Independent Commission Against Corruption Act, under which this Commission operates, then the evidence can be used in the future if there were a prosecution for an offence. An offence would include, for example, giving wilfully false evidence, which is perjury, then the evidence you give could be used in a prosecution for that sort of offence, but otherwise it provides you with the protection that I have referred to. Do you understand what I'm saying?---Yes, Commissioner.

20

All right. And my understanding, from what Mr Clark has said, that you do wish to give evidence under objection. Is that right?---Yes, Commissioner.

Thank you. Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by the witness, Mr Craig Steyn, and all documents or things, if any, produced by him during the course of his evidence at this public examination are to be regarded as having been given or produced on objection and accordingly there is no need for the witness to make objection in respect of any particular answer given or any document or thing produced.

30

DIRECTION AS TO OBJECTIONS BY WITNESS: PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THE WITNESS, MR CRAIG STEYN, AND ALL DOCUMENTS OR THINGS, IF ANY, PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE AT THIS PUBLIC EXAMINATION ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION AND ACCORDINGLY THERE IS NO

40 **NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR ANY DOCUMENT OR THING PRODUCED.**

THE COMMISSIONER: Now, Mr Steyn, Counsel Assisting in this matter, Mr Downing, will shortly commence his examination. He will ask you questions and you are obliged to answer those questions. Do you understand that?---Yes, Commissioner.

And evidence to be given before the Commission in proceedings in a public inquiry must be truthful evidence. Do you understand that?---Yes, Commissioner.

When a witness is called to give evidence in a public inquiry in this Commission, the witness is required to assist and not obstruct the Commission. Do you understand that?---Yes, Commissioner.

10 So if you listen carefully to the questions and if you respond by answering the question, bearing in mind what the point of the question is. In other words, I want direct answers to the questions that may be put to you, or will be put to you. Do you understand?---Yes, Commissioner.

Very good. Yes, Mr Downing.

MR DOWNING: Thank you, Commissioner. And Commissioner, could I also indicate that with Mr Steyn and then later with Mr Dubois, what I would propose is that after I have completed my examination of each of those gentlemen, that rather than having each of the other interested parties then seek leave and cross-examine at that point, we hear the evidence from the various contractors so that as much material as possible is available to each of the interested parties, and then at a later point, after all of that other evidence, principally from the contractors involved, has been heard, that Mr Steyn and Mr Dubois be recalled and then anyone that wants to seek leave to cross-examine can do so in the most informed manner, rather than perhaps doing it twice.

THE COMMISSIONER: Yes, Mr Downing.

30 MR DOWNING: If that's convenient.

THE COMMISSIONER: I understand that the objective or purpose behind what you're suggesting is each of those two witnesses will have had the benefit of hearing other evidence, and that it would be better for that to be done in that order, in order to ensure that they have every opportunity to give evidence on matters that might affect them. So I think, in general terms, we will adopt that course of action, and if there's to be any variation or change to that, you could make any application to me about it or I can raise it myself.

MR DOWNING: Thank you, Commissioner.

THE COMMISSIONER: Thank you.

MR DOWNING: Mr Steyn, could you please state your full name.---Craig, Craig Gerald Steyn.

Thank you. It will be necessary if you could just keep your voice up a little bit.---Okay.

You are quite softly spoken. And just so that we can record it and also so that the parties here can hear. If you could just try and keep your voice up. ---Yes.

10 THE COMMISSIONER: Mr Steyn, I do tell each witness that it's being magnified through the microphone, so don't move too far away. And if you keep your voice up so the person right at the back of the room can hear, then that will facilitate the evidence as we go. There will, from time to time, be records or documents shown on the screen which is in front of you, and Counsel Assisting will direct you in relation to any documents or records that you need to be aware of and shown. Understand? That's the procedure.---Thanks, Commissioner.

All right, thank you. Yes.

20 MR DOWNING: And if you need anything enlarged on the screen or slowed down, please let me know.---Yes, Counsel.

Mr Steyn, could you please state your date of birth?---27 November, 1970.

So you're now 50 years of age?---Correct.

It's correct, isn't it, that from early 2009 through until late 2019, you were an employee of the RTA and then later the RMS?---Correct.

30 And, Mr Steyn, you're aware at a general level of the allegations that this Commission is investigating in this public inquiry, I take it?---Yes, Counsel.

And that is the allegations that arise out of – putting aside Mr Dubois for the moment – that, in respect of you, arise out of your duties as an RTA and RMS employee over that period 2009 to 2019?---Yes, Counsel.

40 And more particularly, you're aware, aren't you, that the allegations are that in you carrying out your duties over that period, you exercised your functions partially and/or dishonestly by awarding RMS contracts to companies you were associated with?---Yes, Counsel.

Now, bearing in mind – I withdraw that. I want you to think about your dealings with certain of the contracted companies that you did have dealings with over that period. In particular, I want you to think about AA Steel, Lancomm, S A Masters and M&M Inspections.---Yes, Counsel.

They were all contractor companies that did work for the RTA and RMS over that decade-long period?---Yes, Counsel.

And they were all contractor companies that, at times, you had engaged to do contract work for the RTA and RMS?---Yes, Counsel.

Thinking about your dealings with them, what is your response, at a general level, to the allegation that in that period as an employee of the RTA and RMS that you exercised your functions partially and/or dishonestly?---I agree.

10 You acknowledge that you did?---Yes, sir.

And I take it it flows from that that you don't suggest, first of all, that at all times you conducted yourself impartially in the way you carried out your duties in respect of those contractors?---No, sir.

And you don't suggest that at all times you acted honestly in your dealings with those contractors?---Yes, sir.

20 Now, specifically thinking about the process of awarding contracts or recommending that contracts be awarded to those companies, do you acknowledge that at times you received benefits of some sort from companies that you were arranging to receive contracts?---Yes, sir.

And I'll come to the detail of exactly the procurement process or the contract management process, but do you accept that, at a general level, that with each of those companies that at times you sought benefits from them? ---Yes, sir.

And that you received benefits from them?---Yes, sir.

30 And that you did so in circumstances where you were, in your role with the RTA and RMS, actively involved in recommending that they receive RTA and RMS contract work?---Yes, sir.

Do you acknowledge that in seeking and receiving those benefits, you did so in a way that was, in effect, seeking a return for the work that those companies were getting?---Yes, sir.

40 Beyond those that I have referred to – that is, AA Steel, Lancomm, S A Masters and M&M Inspections – were there any other contractor companies that you had a similar relationship with?---No, sir.

I'll come to some of the other contractor companies that Mr Dubois had dealt with, and to some extent you seem to have had dealings with, but do you say that with none of the other contractors that Mr Dubois dealt with – beyond the companies I've listed so far – you had a relationship of the nature that I've described to you?---No, sir. (not transcribable) Mr Dubois.

Well, I'll come to the detail of that later. And in terms of the benefits you received from those contractor companies, do you acknowledge first of all that, in some instances, you received cash?---Yes, sir.

That in some instances that you received goods from them? That is, that they procured things and gave them to you?---Yes, sir.

Do you acknowledge that, in some instances, that you asked for them to pay for other goods or services for you?---Yes, sir.

10

And when I say "you", that includes you and your family more broadly?---It was me, sir.

Well, can I just for a moment deal with one aspect of that? It's correct, isn't it, that, at times, that you sought, that Apple phones or Apple devices be supplied to you by contractors?---Yes, sir.

20

And were they all for your use exclusively or were some of those for the use of other members of your family?---They were given to me and I gave them away.

But in each instance you were the person that had the communication with the contractor?---Yes, sir.

And it's correct, isn't it, that one significant area in respect of which you sought and received benefits was the knockdown and rebuild of your house in [REDACTED]?---Correct.

30

And in respect of that, first of all you sought that certain of the contractors do work for you for nothing?---Can you clarify, please?

Sure. Thinking about your house – and I'll come to the detail later – but with your house in [REDACTED], you knocked down an existing house, correct?---Yes.

Put in a pool and a pool house?---Yes.

40

And then also built a new two-storey house to replace a prior one-storey house?---Yes.

And it's the case, isn't it, that with respect to that work, you sought that some of the contractors perform services, that is perform work on the project, for nothing?---I don't recall but, yeah, okay.

All right. You don't recall that ever occurring?---No.

All right. What about that you sought that contractors pay for the cost of certain aspects of that work being done?---Agree.

Beyond what I've put to you – that that is that sometimes, in some instances, you sought and received cash, that in some instances you sought and received goods, and that in some instances you sought and received that contractors pay for the cost of things for you, that is goods or services – can you recall receiving benefits in any other form?---No.

10 Were there instances where you sought that contractors set up companies and have payments made into those companies with a view to disguising what were, in effect, kickbacks to you?---No, sir. There was discussions with various companies about going into business together.

But do you say at no time you ever asked one of the contractors to set up a company from or into which moneys that had been paid by the RMS to you would then be transferred as a step toward the money being returned to you?---No, sir. There was a discussion with the particular company about doing business together.

20 Well, we'll come to the detail of that. So other than the methods that I've put to you, you don't recall there being any other method through which you sought benefits from contractors?---Not to my recollection.

All right, thank you. Now, I'll come to the specific details of your employment with the RTA and RMS, but it's correct, isn't it, that you started work at what was then the RTA in early 2009?---Yes. Yes.

And prior to that, you'd been working at Telstra for quite a long period?
---Yes, sir.

30 And do you recall that when you started at what was then the RTA in early 2009, you signed a contract?---I can't recollect.

You're aware, aren't you, that at all relevant times during the period you worked that the RTA and then later the RMS had what were known as codes of conduct and ethics?---Yes, sir.

And do you recall receiving those documents from time to time during your work?---I might have, yeah.

40 Separate to what they provide, and I'll come to them in a moment, did you have an understanding when you started at the RTA as to what your obligations as an employee were in terms of acting ethically?---Yes.

Well, to explore that, first of all, did you have any understanding of what was required from you as an employee at the RTA and later RMS in terms of either avoiding or dealing with conflicts of interest?---Yes.

And for instance, dealing with the subject matter of contract management or the procurement process, would you agree that you understood yourself, separate to any code, that one thing that you would need to do in any procurement process would be to disclose any relationships you had with companies that were quoting or tendering?---Yes, Counsel.

Right, so knowing that, in fact you didn't do that, did you?---No, Counsel.

10 Indeed, over the course of your employment with the RTA and RMS, you didn't disclose at any time, dealing with one example, the family relationship you had with AA Steel?---No, Counsel.

And to some degree - - -

THE COMMISSIONER: Sorry, you're agreeing with the proposition?
---That's correct, Commissioner.

You're agreeing that you did not disclose your family relationship?
---Correct, Commissioner.

20

MR DOWNING: Would you agree that in some respects you actually sought to disguise the nature of your family relationship, that is that it was your cousin that was married to Ashley Alexander, who was the principal of AA Steel?---I don't believe I disguised, sought to disguise it, I just never told anyone.

But, sorry, you acknowledge you never told anyone?---Yes. That's right, Counsel.

30 With any of the other contractors, would you regard them as having been more than just people you had an arms-length relationship with?---I don't believe so, Counsel.

So using Mr Rahme as an example, you wouldn't have regarded him as a friend at the time?---Oh, yes, a friend.

40 Would you acknowledge that as part of the procurement or contract management process that acting ethically would have required you to disclose the nature of any personal connections you had with companies being put forward as contactors?---Yes, Counsel.

And you didn't do that, did you?---No, Counsel.

All right. Moving beyond conflicts of interest, did you have any understanding, separate to what is provided in any codes of conduct, as to what corrupt conduct might involve?---Yes.

And again, thinking in the realm of contract allocation or procurement, do you accept that one form of corruption would be to receive benefits of a sort from companies that were receiving contracts through the RTA and RMS?
---Yes, Counsel.

You knew you were working for what was a public authority?---Yes, Counsel.

10 And you knew that as an employee it would be improper for you to receive, in effect, secret commissions or benefits from companies that were receiving contracts?---Yes, Counsel.

But you, in fact, sought and received benefits of that nature over the period of your work with the RTA and RMS?---Yes, Counsel.

All right. If we could just, for a moment, please, go to volume 10.1A, page 1.

20 And it will come up on the screen and as I said before, if you need part of it made larger, please let me know. Do you recognise this as your initial application for employment for a position as a Technical Project Manager at the RTA?---Yes, Counsel.

And you'll see it's dated 5 August, 2008?---Yes, Counsel.

And you'll see that it indicates in it that you were attaching your CV?---Yes, Counsel.

30 And if we could go, please, to page 2. Do you recognise that as the CV that you had at the time?---Yes, Counsel.

And you'll see that it lists just there on that page, the bottom half, your employment history going back to 1990, so spanning a period 1990 to July 2008.---Yes, Counsel.

And is that an accurate summary of your prior employment?---Yes, Counsel.

40 If we could then please go ahead to page 8 in the same volume, and do you recognise that as the letter you received confirming that you'd been successful in applying for that job?---Yes, Counsel.

And you'll see that it confirms that you'd obtained the full-time position of Technical Project Manager, Camera Enforcement Branch, and it was grade 9 in the licensing registration and freight directory.---Yes, Counsel.

And if we go ahead to the next page, please, you'll see it's the continuation of the letter confirming you'd successfully obtained the job, and you'll see

then on the following page, page 10, that it appears the letter's dated 3 February, 2009, and you sign it on 10 February.---Yes, Counsel.

And you commenced work with the RTA shortly after that time?---I believe so.

And then after completing a probationary period you became a permanent employee.---Yes, Counsel.

10 All right. If we go back, please, to page 8 in the same document, you'll see that at the bottom of the page it refers to the expectation of the RTA that staff comply with the RTA's code of conduct and ethics and also it says that it's attached.---Yes, Counsel.

Do you recall looking at that at the time?---To be honest, no, Counsel.

THE COMMISSIONER: Is it likely that you would have read that letter from start to finish when you received it?---No, Commissioner, I probably would have read the first couple of paragraphs and, okay, I've got a job.

20

MR DOWNING: All right. Perhaps just in fairness to you, so bearing in mind that this is dated, that the letter dated 3 February, 2009 that you seem to have signed on 10 February, I'll have brought up what seems to have been the current version of the code of conduct and ethics at the time. So volume 1.2 page 1. So you'll see that this, looking at the bottom of the page, it's version 4.1 of the RTA's code of conduct and ethics and shows an effective date of April 2008. It's 24 pages in length and I'll have it moved through so that you can look at it and I'll pause at relevant parts, but please just have a look at it and see if it looks familiar to you as something that you might have looked at, at the time. I appreciate it's quite some years ago, but if you can assist, please do. So if we could move through the pages just pausing on each one for a little bit. If you keep going, please, and just pause a little longer on page 7 when we get to that. You'll see that there's a section there dealing with working ethically.---Yes, Counsel.

30

If we could then move through and then go to, pause on page 11 where you'll see there's a section headed Corrupt and Unlawful Conduct. Have you had the chance to look over that page?---Yes.

40 All right. Can we move to the next page, please. And then if we could keep going through the pages, please, and then pause on page 14, where you'll see there's a section headed Conflict of Interest. And if we could – have you had an adequate chance to read that part? If we could go to the next page, please. And if you just have a look at the case study that's on that page. All right. Having looked at the code and the particular sections I've taken you to, do you believe you looked at it and read it at the time that you received it, back in 2009?---No, Counsel.

But allowing for that, you've confirmed that you did have an understanding at the time as to what avoiding and dealing with conflicts of interest and avoiding corrupt conduct involved?---Yes, Counsel.

THE COMMISSIONER: You were aware, as you probably saw in the code of conduct, that it was your obligation to make decisions that were fair and impartial?---Commissioner, to be honest, when the paperwork came I just, I had to sign the particular area. Didn't bother looking at it.

10 You were being employed in a managerial position as Technical Project Manager, Camera Enforcement Branch. Is that right?---Yes, Commissioner.

You realised that accepting a position in management was a position of some responsibility?---Yes, Commissioner.

And that you would be called upon to make decisions in the course of your management role?---Yes, Commissioner.

20 You saw, even if you didn't see it, in the code of conduct it speaks of the decisions of an employee in your position were to be made in a fair and impartial manner.---Yes, Commissioner.

You no doubt were aware throughout of that obligation, whether you actually read it or not, is that right?---Correct, Commissioner.

Similarly, in accordance with the code of conduct, you would have known, whether you read the code or not, that you were not to misuse your position?---Yes, Commissioner.

30 That is to say, you were aware throughout your employment, I take it – but you tell me if this is not right – that you were not permitted to engage in any fraudulent conduct?---I believe so, Commissioner.

All right, thank you.

MR DOWNING: Even if you didn't read it initially, you did have some familiarity, though, with the code of conduct that applied at the RTA and then later RMS, didn't you?---A general understanding.

40 All right I want you to just have a look at something that will be brought up on the screen. You should hopefully now - - -

THE COMMISSIONER: Could you give us the exhibit reference?

MR DOWNING: Yes, Commissioner. It's CE 16, which now is - - -

THE COMMISSIONER: Sorry, 16.

MR DOWNING: I'm sorry, it doesn't yet have an additional number but we'll deal with that.

THE COMMISSIONER: That's all right. That's sufficient.

MR DOWNING: Do you recognise that as an email that you sent to a Mr Ashwin Singh and also copied to Tam McCaffery?---Yes, Counsel.

And it's dated 25 January, 2012 – sorry, June 2012.---Yes.

10

Now, Mr Ashwin Singh was another RMS employee, correct?---That's correct, Counsel.

And was he someone that worked in your section?---Correct, Counsel.

And Mr McCaffery was your superior, correct?---That's correct, Counsel.

At the time, that is in June 2012, was he your direct supervisor?---I believe so.

20

I don't know if you've yet had a chance to read through the email, but looking at it, it's correct, isn't it, that in June 2012, you were having some issue with Mr Singh?---Correct.

And in the course of this email, as well as setting out your expectations in terms of his conduct, you actually attached, for his benefit, a copy of the code of conduct and asked him to read it?---Yes, that was provided to me by Mr McCaffery.

30

Right but I take it you were sending it on because you had some understanding of what it involved yourself?---I believe the instruction from Mr McCaffery was to pass it onto him because there was some disputes of communications.

So Mr McCaffery provided it to you and you forwarded it on?---Correct.

In any event, Commissioner, I tender that now for the purposes of the public inquiry, communication and the attachment. We can come back to the tender later. I'm sorry, Mr Ishak's just - - -

40

THE COMMISSIONER: It's all right. The document, Code of Conduct for RMS Staff, 25 June, 2012, with attachments, Code of Conduct and Ethics, will be admitted and become Exhibit 103, I think, is that right?

MR DOWNING: Thank you, Commissioner.

THE COMMISSIONER: Somebody can check that. I think it is.

MR McDONOGH: 95, Commissioner, we're up to.

THE COMMISSIONER: 95. All right. Well, we'll check that presently. We'll make it Exhibit 95.

**#EXH-095 – EMAIL AND ATTACHMENT FROM STEYN TO
ASHWIN SINGH RE CODE OF CONDUCT FOR RMS STAFF
DATED 5 MAY 2012**

10

THE COMMISSIONER: Yes.

MR DOWNING: Thank you, Commissioner. It's the case, isn't it, Mr Steyn, that notwithstanding your knowledge of how you were obliged to conduct yourself in terms of either avoiding or managing conflicts and also not acting corruptly, you behaved in that manner through the period of your employment?---Yes, Counsel.

20 And you did so because, in effect, you wanted to obtain benefits for yourself?---Okay, Counsel.

Well you seem, in your answer then you sounded not to entirely agree. If there is some further aspect as to why you acted that way, please explain.---I believe I got caught up in a, a, a net of corrupt works.

THE COMMISSIONER: Sorry, I couldn't understand you.---I believe I got caught up in a network of corrupt work.

30 You believe you got caught up in a?---A network - - -

A corrupt network.---Yes.

MR DOWNING: And when you say caught up in a network, do you mean a network that already existed or involved other people?---I can't say at the time, at that time, but since reviewing opening statements and that, they, obviously it existed way before me.

40 And when you say "it", do you mean the network?---Network of – yeah.

And who do you say it involved before you?---Well, I mean, I mean, from the opening statement, Mr Dubois.

Now, it's the case that you started work with the RTA some months before Mr Dubois?---I don't know. We were different areas.

I'll take you to documents later, but I've taken you already to your initial contract, which you signed on 10 February, 2009.---Yes, Counsel.

Do you say that it was only through your exposure to Mr Dubois and dealings with him that you ultimately acted in the way that you've acknowledged you acted?---I believe that was the primary source.

Do you then say that at no time did you ever, independently of your dealings with Mr – I'll withdraw that. Do you say that prior to – I'll withdraw that and I'll go back. Do you say that you at some point learnt through Mr Dubois that he was acting in a manner that involved him receiving benefits from contractors?---No, no, I didn't learn anything. He just said that he had the capability of getting the work done.

All right but you do say that, having heard the opening, you now believe that you in effect were swept up in a network that existed otherwise.---Yes, Counsel.

THE COMMISSIONER: Mr Dubois - - -

MR DOWNING: Mr Steyn, sorry.

THE COMMISSIONER: Sorry. Mr Steyn, I understand what you say, that you got caught up in a corrupt network, but be that as it may, once you got caught up in it, you acted with the intention to receive benefits for yourself from the network.---Yes, Commissioner.

And although you got caught up in the network, you were free at any time to leave the network. Is that right?---Sort of, Commissioner.

Is that right?---Yes, Commissioner.

But you chose to stay within the, what you call the network, and was the sole reason as to why you did decide to continue in what you described as the corrupt network for the prospect of benefits that would flow your way? ---Yes, Commissioner.

You said that your exposure to Mr Dubois was "the primary factor", to use your words, in you becoming involved in this corrupt network. Is that right? ---Yes, Commissioner.

And what do you mean when you say that it was that exposure to Mr Dubois that was the principal or primary factor that led to you participating in this corrupt network?---Sorry, please clarify, Commissioner?

Your answer before to Counsel Assisting was that it was your exposure to Mr Dubois that was the primary factor that got you caught up in the network, that is the corrupt network.---Yes.

Correct?---Yes, Commissioner.

And why do you say it was the primary factor, that is your exposure to Mr Dubois?---Well, through Mr Dubois I learnt of works that could be done efficiently.

10 What was it about your exposure to Mr Dubois that you say operated as the primary factor in you becoming involved in and remaining in this corrupt network?---We had very similar category of works, and prior to that I used internal resources, but when internal resources were made redundant, Mr Dubois presented me with him being able to cover the type of work that I did.

Well, that would be a work management situation.---Yes.

20 But in terms of the corrupt aspects of that management, what was it about Mr Dubois that you say operated as a primary factor?---Well, Mr Dubois would actually, when I was putting through my proposal for renovation, he said that he could help with that because he had exposure to building industry, property developments.

Are you suggesting that he in some way was instrumental or taught you how to rig contracts?---Instrumental, Commissioner.

Instrumental. And otherwise are you suggesting that he was in effect showing you, teaching you or demonstrating how to be able to rig the system and/or obtain illegal benefits through the awarding of RMS contracts?---No, Commissioner. What he would say is, "Give me, give it to me, I'll take care of the work.

30 He would say what?---Give the work to him, he'll take care of the work.

I'm still struggling to understand what it was about your association with Mr Dubois that you say was a primary factor in you being corrupt. What was it about Mr Dubois? What did he say or do - - -?---Mr Dubois - - -

- - - that influenced you - - -?---Sorry.

40 - - - to act corruptly?---When I was going through my building process, Mr Dubois expressed that he had the connections to various people and that he could take care of it for me.

I see. All right. Counsel Assisting might ask you some more questions about that.---Sure.

Yes, thank you.

MR DOWNING: Thank you, Commissioner. I understand that you've indicated in your answers to the Commissioner that you believe Mr Dubois

was the primary factor in leading to you ultimately acting corruptly, correct?---Yes.

And in answering some of the Commissioner's questions, you've indicated that there was a period where the RTA had internal resources that you would turn to for contracts or for work that needed performing?---Yes.

And that those internal resources over time became redundant?---Yes, sir.

10 So that in effect you then needed to look outwards in order to find contractors?---Yes, sir.

And as I understand your evidence, you say that it was through – was it through speaking to Mr Dubois or observing Mr Dubois that you learnt that he had contractors that he was regularly using?---Speaking to Mr Dubois.

And I think you said that in, through that process of dealing with Mr Dubois, you learnt that he had these contractors that were able to do the work efficiently.---Yes, Counsel.

20

And that he was regularly dealing with.---Yes, Counsel.

And that, as I understand it, you're suggesting that over time you then became introduced to those contractors.---That's correct, Counsel.

And Mr Dubois, you learnt, was receiving, is this the case, benefits from them?---No, I didn't learn that. I understood they had a friendship, and to what extent, I don't know.

30 But I want to understand this. Separate to any of the contractors Mr Dubois was using, you had a group of contractors that you used from a fairly early point during your employment with the RTA, correct?---I may have used some.

Well, let's go through them. Lancomm was a company that provided data-type work, correct?---No, it was, they are underboring.

Underboring?---Yes.

40 But it's a company that provides more general contractor-type services in the communications or data field, don't they?---No, they are a civil telecommunications company.

But is your evidence that, until your exposure to Mr Dubois, you had at no point ever acted in a way where that you sought benefits from contractors you were dealing with and awarding contracts to?---I don't recall.

Think about Lancomm and its principal Mr Rahme, and I want you to think carefully about your answer to this.---Yes.

Do you say that until you met and learnt something about Mr Dubois's dealing with contractors that you had never at any point sought some benefit from Lancomm?---No, that's incorrect, Counsel. I was a friend of Mr Rahme, and besides, we did other works.

10 When you say "we did other works", what do you mean?---I assisted him with tender submissions and that for his, in his area of expertise.

When you say "assisted him" do you mean with preparing quotes or contracts, et cetera?---Documentation.

Prior to meeting Mr Dubois, had you received some benefit from Mr Rahme in respect of works you were doing at the RTA or RMS?---I don't believe for works between RTA. For works outside, yes.

20 What do you mean by works outside?---As I said, assisted him with, assisted him with works where he was submitting tenders for, might be several works for telecommunications companies.

So to break that down, are you referring to the period when you're working at the RTA?---Yes.

And Lancomm was an RTA contractor?---No.

Not at that point?---Not at that point, I believe.

30 Your relationship with Mr Rahme and Lancomm went back to your period at Telstra.---Correct.

And how far back did it go? You'd been at Telstra I think, from memory, from about 1995 to 2008?---Sounds about, that sounds right.

How far back did your connection with Mr Rahme go, thinking about your period at Telstra?---Could be 2005, 2004 maybe.

40 But is what you're describing that in the period when you were working at the RMS, separate to your work as – sorry, I should say RTA and then RMS, but separate to your work as an employee with the RTA and RMS, that you would sometimes assist Lancomm in putting together tenders for other work?---Correct.

And do you say that in return for doing that, in assisting him, Mr Rahme would give you something?---Correct.

What, would he pay you?---Yes.

All right. Now, did you have an understanding that as an RTA or RMS employee that you needed to get permission if you wanted to engage in any form of work outside?---Not at that time, I learned that later.

Did you learn later?---Yes.

So, do you say this is earlier in your period at the RTA?---Yes, Counsel.

10 And you were doing these things – sorry – what you were doing was assisting Mr Rahme, where Lancomm was putting in quote for separate work, nothing to do with the RTA or RMS?---Correct.

And what would he pay you for that?---Sometimes it would be a couple of hundred dollars, depending on the volume of work I had to put in.

Had you never sought anything else from him in the past?---No.

20 When you think about his time at Telstra – sorry, I withdraw that. In your period of working at Telstra, Lancomm was a contractor for Telstra back in those days, wasn't it?---Yes.

And during that period, did you have any involvement in contracts where Lancomm received work?---No. That was at a, a national level.

So you had nothing to do with contract allocation where Lancomm were involved?---No.

30 All right. Let's come back then to what I asked you earlier, which was whether you could recall seeking benefits from any of the RTA or RMS employees before you met Mr Dubois. What about AA Steel, just dealing with them. That was a company controlled by Ashley Alexander, correct? ---Yes, Counsel.

Who is married to your first cousin, Sandy?---Yes, Counsel.

40 And it's correct, isn't it, that from fairly early in your period at the RTA and then RMS you had organised for AA Steel to quote for work and to obtain work?---I believe it may have been.

You have acknowledged already that you sought and received benefits from the Alexanders?---Yes, Counsel.

To the best of your recollection, did you do that prior to coming into contact with Mr Dubois?---To be sure, I wouldn't know to be sure, but I would say yes.

Well, to that extent do you acknowledge that that conduct, that is seeking things from the Alexanders in return for work going the way of AA Steel, had nothing to do with Mr Dubois?---At that early stage, no.

That was your own arrangement, separate entirely to any contact you'd had with Mr Dubois?---Okay, yes.

What about other of the contractors you dealt with? Steven Masters at S A Masters Electrical. Now, he was an electrician?---Yes.

10

Do you acknowledge that you sought and received some benefits from him?---Yes.

And did that occur prior to you having any contact with Mr Dubois?---No.

That was later?---Yes.

So, you'd dealt with Mr Masters before, correct?---Yes.

20

But do you say in the early stages, that is before you met Mr Dubois, there was nothing improper about the relationship?---No.

It was only after you met Mr Dubois?---Yes.

Although Mr Masters wasn't a contractor that Mr Dubois had anything to do with?---No.

30

Is what you're saying, in effect, that you put into practice skills that you learnt through Mr Dubois in your later dealings with Mr Masters?---Well, I wouldn't say that.

Well, tell me how you would describe it. After you met Mr Dubois, what changed in your dealings with Mr Masters?---Mr Masters and I became friendly and then, then Mr Masters started doing work for Mr Dubois as well, and over time we just became friendly, chatting and - - -

Right. But then that led to something, didn't it?---It did, Counsel.

40

And it led to you seeking things from him?---Yes, Counsel.

And using one example, it led to you seeking that he provide to you, but for your benefit and your family's benefit, a number of Apple devices?---Yes, Counsel.

That's not something that Mr Dubois had ever done to your knowledge, or suggested that you should do?---No. It was just discussion between Mr Masters and I.

What about M&M Inspections, which is a company controlled by Martin Duchesne. You know that company?---Yes, I do.

And Mr Duchesne was a man of South African background?---Yes.

And you knew him separate to Mr Dubois, didn't you?---Yes.

You knew him through the South African community.---Yes.

10 At any point did you seek benefits from him?---No.

Never?---No.

And do you say he never provided any?---Not to me.

Sorry, not?---Not to me at all.

20 Now, tell me if you agree with this, that through your period of employment with the RTA and then RMS, you did have a habit of asking people who ran companies that were doing RTA and RMS work to provide things for you?
---Yes.

That is to buy things for you?---Yes, Counsel.

To meet the cost of goods and services for you?---Yes, Counsel.

And on some occasions to give you cash?---Yes, Counsel.

30 And do you agree that you did so because first of all, they were RTA and RMS contractors?---I don't understand the context.

The reason you were asking them to either give you things or pay for things for you was, the background to that was your relationship with them as RTA and RMS contractors.---Okay.

Dealing just with the Alexanders, they were family.---Yes.

But you have lots of other family in Sydney. Correct?---Yes.

40 And you weren't asking the other family members to pay for the costs associated with your house.---No.

What made them different was that they were RTA and RMS contractors.
---Okay.

Do you agree?---Yes.

So that with them and others, the other contractors that you sought things from, the reason you picked them out to ask for things was the fact of them being RTA and RMS contractors.---Okay.

You seem to – if you want to qualify that, you can. Please don't think you have to agree with everything I put to you.

THE COMMISSIONER: Do you essentially accept what's put to you?
---Yes.

10

It was through your relationship with RMS that you felt you were able to seek from them certain benefits.---Yes, Commissioner.

MR DOWNING: And you knew that each of those persons wanted to continue doing the RTA and RMS work.---Yes.

And you knew that it was through you that they were able to quote for and ultimately obtain that work.---Yes.

20

Because it was you who for instance would sent out the request for quotes so that they would be in effect able to put their hat in the ring to do the work.---Anybody could send it out, but yes.

But you were the person that had the connection with them and who was in fact getting them to quote.---Yes.

30

And the reason why over the 10-year or so period you worked at the RTA and RMS you continued to ask them to do work and continued to recommend that they be appointed to do work, was that you were getting a benefit out of it.---Yes.

Just dealing with that, it's the case, isn't it, that not in every contract but in a number of contracts you suggested to contractors that they increase their price from what they would upfront quote?---Sometimes they would ask what is the range.

Well, you were present in the Commission yesterday and heard Sandy Alexander's evidence.---Yes.

40

And you heard her say that in a number of instances she would send through a quote – and pausing there, you knew that it was her that you were communicating with when it came to receiving emails from AA Steel?
---Yes.

You heard her say that in a number of instances she would submit a quote and you would say, increase it by a certain amount.---Lots of times it didn't, the quote provided didn't include all the works required so when I spoke to Ashley he said, "I'll get her to fix it."

But you heard her evidence was to this effect, that she would submit a quote reflecting their price, you would say increase it, and that according to her, that increase then reflected your cut. That's the case, isn't it?---Not all the time.

Not all the time, but in many cases.---I wouldn't say many, but not all the time because when, as I said, when works were submitted, quotes were submitted, it didn't include all the activity that needed to be done.

10

But from what you're answering there, you seem to be indicating that at times you had a concern that a quote was put in that didn't reflect the genuine range of things that needed to be done for that work to be completed.---Correct, correct.

I understand that, but what you heard Sandy suggest yesterday was something different. You accept that, don't you?---That's what she suggested, yes.

20

That is that you didn't come back to her and say, "Look, have you thought about these aspects of the work that might need to be included?" but you came back and said, in effect, "Increase it by X thousand dollars, which will be my cut"?---No, I don't believe I expressed that.

Well, even if you didn't say explicitly "that will be my cut" she suggests that you would tell her to increase the price and that, ultimately, that differential would be money that was allowed for you to reflect your cut. That was the case, wasn't it?---No.

30

I'll come to the spreadsheet later, but you did prepare a number of spreadsheets and send it through to her, didn't you?---One.

THE COMMISSIONER: You accept, don't you, that there was a practice or procedure that came into being with AA Steel and yourself? It became a fairly standard practice and procedure with AA Steel?---Yes. Yes, Commissioner.

Started, for example, with a quote coming in, is that right?---Yes, Commissioner.

40

And then you would respond to the quote?---Yes, Commissioner.

And in the way indicated in evidence, your response would be to suggest whatever additional amount you had in mind be added to it, to the quote, the quoted price.---Yes, Commissioner.

That was part of the practice and procedure, is that right?---Yes. To cover the scope of works.

But the quote that was provided by AA Steel was a quote which was quoted as to the cost, with a profit margin in it, that right?---I, sometimes it was just figures that they put in there.

You would assume that there would be a profit margin in the quoted price, is that right?---I would assume, Commissioner.

10 And once the quote came in, you would look at it and then you'd correspond back to her as to what additional sum would be added to the quoted price.
---Correct. To cover the scope.

And she would then act on that basis and the detail of this practice and procedure between you and AA Steel is reflected, is it not, in the spreadsheet that was discussed yesterday in evidence?---Yes, Commissioner.

All right, I'll leave it to you.

20 MR DOWNING: Thank you, Commissioner. Do you say that at no time did you ever suggest an increase in the price in order to allow for a margin that would ultimately come back to you?---No, I'm not saying that.

You acknowledge that you did that?---Yes.

And, indeed, that's ultimately what happened, that the price that would end up being charged to the RTA/RMS involved some degree of inflation?
---Yes.

30 And that inflation would then be paid – sorry, I withdraw that. The entire price, including the inflated element, would be paid to AA Steel.---Yes, Counsel.

And then AA Steel would set aside a component to reflect the inflated portion.---I believe so.

And they would then use that to either pay for things for you or to give things to you.---Yes, Counsel.

40 And they, at your suggestion, kept a tally so that you knew where you were with that arrangement.---Yes.

So that over time, where there was a contract that AA Steel obtained, that involved that element of inflating the price, they would calculate and allow for that margin, correct?---I believe so.

And they would then set it off against the things that you then asked for them to take care of.---I believe so.

But that scheme of, in effect, calculating out of the price your margin and then adding it up from job to job, and then deducting from that running tally amounts to reflect what they were paying for for you or for your benefit, that was something you suggested that Sandy do?---I don't believe I suggested it.

10 Didn't you ultimately create a spreadsheet for the very purpose of keeping a running tally?---Yeah, ultimately the original, yes, I did.

And from time to time you would send it to Sandy and say, "Can you check it and bring it up to date?"---No, Sandy would maintain it.

But you ultimately were the person that drafted it, weren't you?---The original, Counsel, sent to Mrs Alexander (not transcribable)

THE COMMISSIONER: It was important, was it not, to keep a spreadsheet or a record of some kind.---Mrs Alexander does that.

20 Why was it important?---Mrs Alexander does that. She's very particular with keeping.

Why was it important to you to maintain a spreadsheet so that you could see the amounts coming in and going out?---Was - - -

30 Why? Why did you keep that spreadsheet?---The spreadsheet was designed originally by me, Commissioner, and it was sent to Mrs Alexander and she maintained the spreadsheet and would send me update regularly when I said where, what, what do I owe, what do I owe, what, you know, what can I do.

But was it not intended to be a record which would contain information, amongst other things, as to the amount that would be owed to you at any point in time?---It can be viewed as that, Commissioner.

Well, that was its function, wasn't it?---I would suggest, yes.

40 So that you kept a record of what moneys were coming to you or owing to you from the AA Steel contracting. Is that right?---I would agree. Yes, Commissioner.

All right. Thank you.

MR DOWNING: So in effect the spreadsheet served the function of keeping track of the arrangement you had with the Alexanders.---Yes, Counsel.

Of money that you believed was owed to you from the RTA jobs that AA Steel had done.---I don't believe I had the thought that it was owed to me.

Well, money that was notionally allocated to you, can I put it that way?
---Okay.

And also then the moneys that would be deducted from that to reflect the things that they had picked up for you.---Yes, Counsel.

Let me go back just to that spreadsheet. Do you say you only created one?
---The original.

10

Are you sure that – I withdraw that. Thinking about when it was that you created that, did that occur perhaps early in the period when you were doing work in respect of your house at [REDACTED]?---Quite possibly.

Because it was around that time, wasn't it, when demolition work and then building work was taking place that you did start to look to the Alexanders to pay for quite a few things?---Yes. Yes, Counsel.

20

So I'll come to the actual documents in respect of the house later but do you recall that it was in about 2013 that you put in the DA to knock down the house and then start the building process?---I think it would be, yeah.

So would it fit with that that likely it would have been about 2013 when you created the spreadsheet?---Quite possibly.

And did you then from time to time come up with further versions of it that you sent through to Ms Alexander?---I can't say for sure.

30

Prior to creating that spreadsheet for the Alexanders, had you ever with any other contractor created a spreadsheet before?---Not that I recall.

And you understand that when I'm saying created a spreadsheet I mean a spreadsheet that in effect reflected the moneys that the contractor was receiving from contract work they were doing and moneys that they might be paying towards you for your benefit?---I don't recall that.

Don't believe you've ever done that before?---I don't recall.

40

Well, it's something you'd remember, isn't it, in effect creating a spreadsheet to log a corrupt arrangement?---I think so.

So you say you don't recall.---I don't recall.

Do your best. Have you ever created a similar spreadsheet with any contractor previously?---I don't recall.

Just coming back then to your dealings with contractors at the RTA and RMS. You acknowledge that in a number of instances with the Alexanders

you suggested that they increase their price to include a margin.---Yes, Counsel.

Did you do that with any of the other contractors?---No, I don't believe.

Not with Lancomm?---I, I told Lancomm what the margin was, the margin of works.

10 Sorry, do you mean the profit margin?---No, the margin of works. This is the, the, the going market rate for those works.

So do you mean by that that when Lancomm would come to put in for a job you would tell them look, the range that you could quote at is between say \$40,000 and \$65,000?---Correct.

So that in effect they could pick a figure close to the top of the range and allow for enough to meet whatever they might ultimately pay to you or for your benefit?---Yes, Counsel.

20 At any time did you ever suggest to one of the contractors that they could put in a bill, that is an invoice for something where they'd done no work at all?---I think there might have been one with Lancomm.

So, generally speaking, what you would do is suggest to them where they were doing genuine works that they might charge a bit more to cover a margin for you?---Yes.

30 I am not suggesting you did that in every job, but where there was a contract that you ultimately got something out of, that was what was your typical modus operandi, if I can put it that way?---Yes.

Give them a range and suggest they might charge a bit more, so that it would be enough to allow, on top of their costs and their ordinary profit margin, a margin for you?---Yes, Counsel.

But you say there may have been one Lancomm job where you told Mr Rahme he could, in effect, charge for nothing?---Yes.

40 THE COMMISSIONER: Which job was that?---I think it was a job up the coast where we had actually done the works.

Whereabouts was the job?---I think it was up the Pacific Highway and up the Newell Highway. It was a small, a couple of small jobs.

You say that was an occasion when an invoice was raised and paid even though no work was done at that location to which the invoice related?
---Yes.

Is that right?---Yes, Commissioner.

Are you saying that there may have been other instances of there being invoices paid where no work was done and that you just can't remember?
---I don't, I don't remember any others.

Is it possible that there was more than one such case?---I don't think so.

10 And that you can't recall the detail of it. Is that possible?---Maybe but I don't believe so.

MR DOWNING: I will come to the specifics of it, but you say that the work had already been done at that location?---Yes.

So the RMS had already paid for what needed to be done?---We, we did the work.

20 It had been done internally, had it?---No, it had been done by myself and a couple of resources.

Well, so done by people within the RMS?---Yes.

So that, in effect, you were allowing him to charge for something where the entire bill would be the margin that would then – was it to come back to you or to be split between you and Mr Rahme?---No, Mr, no, Counsel, Mr Rahme would hang onto it.

All of it?---He would hang onto it, all of it at the time.

30 But would it be then, in effect, notionally put aside as an amount that you could then seek things from him to reflect?---It was put aside and, yeah, yes, in that term, yes.

So that where you would then seek benefits from him, whether they be him to pay for things or cash, he could then deduct it from that amount?---Yes.

40 Now, it's the case, isn't it, that in the course of acting in this way, that is awarding contracts or recommending that contracts be awarded to contractors and getting benefits from them, you sought to disguise what you were doing?---Yes, Counsel.

And did you also take steps to try and make what you were doing look like it was legitimate?---Yes, Counsel.

Now, after – I withdraw that. You recall that on 18 June, 2019, a search warrant was executed on you at your home?---Yes, Counsel.

And at the time computers, phones and other devices, as well as documents were seized?---Yes, Counsel.

You would have heard Sandy Alexander's evidence yesterday that after that occurred that you spoke to her and suggest that in respect of whatever payments had been made by AA Steel or the Alexanders personally, that they should say that it was part of some type of loan arrangement.---Yes, I heard that.

10 Did you have that discussion with her?---No, not with her.

Did you have a discussion with Ashley?---Yes.

And did you ask Ashley to, in effect, lie and say that all of the moneys that had been paid were part of a loan?---Well, the, the discussions with Mr Alexander, it was suggested by him and I that that could be recorded as a loan.

20 Well, let's go back a step. Search warrant had been executed on you?
---Yes.

You knew at the time that you had, in effect, been engaging in a corrupt scheme for some period of years?---Yes.

You knew that you'd been receiving benefits from contractors who were getting contract work through you.---Yes, Counsel.

30 So in a sense you had a consciousness at the time that the search warrant was executed that there may be materials that would be damaging for you.
---Yes, Counsel.

So did you contact Mr Alexander at the time to try and speak to him about that concern you had of perhaps being discovered?---I don't know if I contacted Mr Alexander but we did meet.

You became aware at a later point, didn't you, that a search warrant had been executed on him?---Yes.

40 That was not though until March the following year.---I believe so.

Did you meet with him before the search warrant was executed on him?
---Yes.

And I take it you wanted to talk to him because you knew there were documents that would reveal that at the same time you were organising for AA Steel to do contract work for the RMS, you were receiving substantial benefits from either Mr and Mrs Alexander personally or through AA Steel.
---Sorry, Counsel, just - - -

Sorry, I'll break it down. At the time the search warrant was executed, you knew, didn't you, that there were documents that were available that would demonstrate that at the same time AA Steel was receiving RMS contract work through you, you were receiving substantial benefits from either the Alexanders personally or through AA Steel.---I didn't know there were any documents.

10 Well, I mean just thinking about your house in [REDACTED], you knew that there was a significant trail of electronic communications of you sending invoices through and then them paying for things.---Yes, Counsel.

So I take it, it occurred to you that that wasn't something that would be too difficult to discover - - -?---No.

- - - given that your phone and your computer had been taken.---No.

20 When you say no, are you agreeing?---No, Counsel, I didn't, I don't believe it was too hard to discover.

Right. So did you want to speak to Mr Alexander because you knew that through the Commission reviewing your electronic devices and then perhaps also paper records that they would see that at the same time you were actually giving out contract work to AA Steel, that the company itself and its principal and his wife were paying for things for you?---Did I want to see Mr Alexander for that?

To talk about that.---No. We would meet at family gatherings.

30 Right. But you're a close family.---Yeah.

Sorry, I withdraw that. Your family and the Alexanders are close.---Were.

Well, were, sorry. Prior to the search warrant being executed - - -?
---Correct.

- - - you were close and you would frequently meet.---Correct.

40 You would have frequent family functions and you would socialise together.
---Correct, Counsel.

But putting aside the general desire to see family because you wanted to catch up with them and find out what they're doing, you had a particular purpose for meeting with Mr Alexander after the search warrant was executed, didn't you?---Only from invitation from Mr Alexander.

Do you say he asked to speak to you?---Correct.

THE COMMISSIONER: What was the subject of discussion at that meeting?---Mainly was how am I going.

Do you accept that you did have a discussion with him after the search warrant was executed on 18 June, 2019?---I did, Commissioner.

And in the course of the discussion there was reference, was there not, to this question of moneys that had been paid under the contracts?---Yes, Commissioner.

10

And what did he say on the subject or what did you say to him on the question of there being a loan involved?---Yeah, I believe the conversation was along the lines of, "Whatever happens, it's a loan."

Just reconstructing, you said that to him, did you?---Yes, and he agreed.

Now, using the words as best as you recall them, what precisely did you say to him on that topic?---(No Audible Reply)

20

I want you to think about that carefully and give an accurate answer.---To the best of my recollection, Commissioner, I believe we discussed that - - -

No, no, don't – just what did you say. Just don't say, "What we discussed," what did you say to him touching or concerning the question of a possible loan?---I expressed that there would be concern about the works he had done for me.

And was something then said by you about the loan?---Correct.

30

And what did you say on that subject?---I said, "Can we regard it as a loan? I'll pay you back whatever I owe you."

Did you say to him that in relation to any investigations that he was to say that there had been a loan arrangement between you and AA Steel?---I don't believe so, Commissioner.

40

Well, what was the point of talking about a loan to him at this point after the search warrant had been executed?---I, I apologised and said, "I'm, I apologise for everything that's gone on. Whatever I owe you, I'll pay you back."

I'll leave it to you.

MR DOWNING: Isn't it the case you wanted to talk to him in order to try and get your stories straight?---Based on the evidence identified, there was no story to get straight.

Well, Mr Steyn, you've acknowledged that for a period of years before the search warrant was executed, you were acting corruptly in the sense of giving out contracts and getting benefits from the contractors in return.
---Yes, Counsel.

And Mr Alexander was one of the principal people that you had had such an arrangement with.---Yes, Counsel.

10 Or I should say he and his wife, your cousin. Correct?---Mr Alexander primarily.

But surely in circumstances where that had been going on for years, and you knew now that the Independent Commission Against Corruption had all of your documents, you wanted to speak to Mr Alexander and make sure that he would give a version of events that would avoid getting you into trouble?---I don't agree with that.

20 So, well, you acknowledge, though, that you said to him words to the effect of "Whatever happens, it's a loan."---Yes. And I'll pay you back whatever.

Well, let's – I'll come to the "I'll pay you back whatever." Just dealing with that first of all. Suggesting to him "Whatever happens, it's a loan," you are suggesting to him that he lie.---No, I don't, I don't agree with that.

Well, it had never been a loan. None of the moneys that you had sought they either give you or pay on your behalf had ever been couched in any way, shape or form as a loan, had it?---No.

30 So for the first time ever, after a search warrant is executed by this Commission, you go to Mr Alexander and suggest, what, you say the reality of the arrangement now is that it is a loan?---There was discussions had, Counsel.

What I'm suggesting to you, and you can agree or disagree, is that you weren't now raising a genuine intent to pay any money back. What you were raising was your desire that Mr Alexander lie for you.---No.

40 The words you used in answer to the Commissioner on this topic were "whatever happens". Wasn't the reference to "whatever happens" a reference to what you should say if you were ever asked?---No.

Well, what do you mean by "whatever happens"?---"Whatever happens" is "I'll pay you back, I'm sorry".

And have you paid them back?---No, I haven't.

All right. So this is the case. That for years and years you'd been sending them invoices or asking them to pay for things for you and your family, and they'd been doing it.---Yes.

And you acknowledge that the reason that you went to them and asked them to do that was because that they were – sorry, that AA Steel was an RTA contractor.---Okay.

You've acknowledged that already, Mr Steyn.---Yes.

10

But you say having never once suggested to them that this was ever being done as some form of loan, that after the search warrant's executed, you now go to Mr Alexander and say, what in effect, it's always been a loan or it should now be treated as a loan?---Well, as I said, I was requested to meet Mr Alexander. I met with him and we had a discussion about it. I said, "We can treat this as a loan if you like," and he said, "Whatever, don't worry about it."

20

But in effect you're saying from now on we can treat it as a loan, is that what - - -?---He said, "We'll sort it out later."

But it had never been in reality a loan.---No.

And indeed you've never repaid it.---No, as I said, no.

I'm going to suggest again, in fairness to you, that what you were doing was trying to get Mr Alexander to agree to lie.---No.

30

You disagree?---Yes.

Did you speak to Mrs Alexander about this?---I have spoken to Mrs Alexander on several occasions.

But about this topic?---No.

That is whether, if she was ever asked, she should say it was a loan.---No.

40

You heard her evidence yesterday that you did suggest that to her.---Ah
hmm.

Do you say that that discussion never occurred?---No.

Did you speak to your wife, Aleesha, about what she might say in the event that she was ever asked about this?---No.

THE COMMISSIONER: The search warrant was executed on 18 June, 2019 at your home.---Yes. Yes, Commissioner.

The conversation you had with Mr Alexander in which you said words to the effect “You can treat it as a loan if you like,” when did that conversation take place? Was it the same day as the search warrant or the day after or when was it?---No, Commissioner. Would have been weeks later.

Hmm?---It would have been weeks later, Commissioner.

How many weeks later, two weeks, more?---Could be, could be two, three, four weeks after.

10

Two or three or four weeks later. What prompted you to have this meeting with him? It was a meeting, wasn't it?---It was, we were away on vacation.

Pardon?---We were away on vacation.

Whereabouts?---Fiji.

Fiji. And that's where this conversation took place, was it?---Correct.

20

At the time it took place, you no doubt were extremely concerned about the investigation that was obviously underway by the ICAC, is that correct? ---Correct.

You were concerned for yourself?---Yes.

And you were concerned for Mr Alexander?---Yes.

30

And is it the case that in the discussion you had with him in Fiji, is that, so far as the future was concerned in relation to this investigation, that when you said, “You can treat it as a loan if you like,” you were giving him, as it were, a basis upon which he could then say to investigators that it was a loan?---I'd have to disagree, Commissioner, because I can't tell Mr Alexander what to say.

But your intention was to provide him, as it were, with a basis upon which he could say to investigators that all these moneys, in effect, were a loan if he wanted to?---If he wanted to.

40

And that's why you raised this with him, to try and help him in some way to, “If you like, you can treat it as a loan and you can represent it to anyone who asks about it that that was the arrangement.” Is that a fair summary? ---I don't, I don't believe any arrangement, Commissioner.

Pardon?---I don't believe there was any arrangement. I just, as you said, “You can treat is as a loan.”

Well, treat it as a loan to whoever might enquire about these moneys, is that right?---Yes.

And that was the objective and purpose as to why you said those words to him, to make it clear to him that he could make that representation, if asked, that the moneys were a loan?---If he so chose.

If he chose. It was up to him but that was your proposal to him, you were giving him, as it were, leave or a licence to say, “Look, it was a loan, these moneys were a loan.” Is that right?---I could be regarded that way, Commissioner.

10

Because you realised that it was likely that both you and him would in due course be investigated by the ICAC?---Yes, Commissioner.

And be asked questions about these moneys?---Yes, Commissioner.

MR DOWNING: Is that a convenient time, Commissioner?

THE COMMISSIONER: I see the time. Yes. Is there anything else you want to deal with before we adjourn?

20

MR DOWNING: Well, I can just finish off this topic very briefly.

THE COMMISSIONER: Yes, yes.

MR DOWNING: Did you ever check in with Mr Alexander as to whether he had, in fact, conveyed to others that the arrangement was a loan?---I don't believe, I don't believe, no.

30

For instance, you didn't ask him if he'd ever spoken to Commission officers and told them that it was a loan?---No, no.

Did you ever speak to any of the other contractors – for example, Mr Masters or Mr Rahme – and similarly suggest that whatever moneys that they had paid to you on your behalf should be described as a loan?---No.

Now, with your wife, Aleesha, was she aware of the fact that – dealing just with the house – that many of the costs were being picked up by, I'll start with the Alexanders, by them or their business, AA Steel?---No.

40

What about others separate to the Alexanders and AA Steel?---No.

So she didn't know that others were paying for it?---No.

So, I take it you say that you'd never spoken to her about any loan arrangement?---No.

Do you say that, as far as she knew, that you were meeting the cost of the house?---Yes. I would sort it out.

So that there was no need for you, on your version, to tell her that it was some sort of loan arrangement with the Alexanders, because as far as she knew, you were sorting out the cost?---Correct.

Thank you, Commissioner, if that's convenient.

10 THE COMMISSIONER: We'll take the morning tea adjournment. Mr Steyn, we're going to adjourn for the morning tea and we will resume in 15 minutes.---Yes, yes.

I'll adjourn.

SHORT ADJOURNMENT

[11.34am]

THE COMMISSIONER: Yes.

20 MR DOWNING: Thank you, Commissioner. Just before we resume Mr Steyn's evidence just two things. First, I've just been asked to inquire whether Mr Steyn might be able to sit just slightly back from the microphone. I think it's just creating - - -?---Oh, sorry.

I think it's just that you're leaning in. You might not need to push the chair back but just to assist in the recording if you just sit back slightly.---Okay.

30 Thank you. And then, Commissioner, there are some documents I wanted to tender. I think there has been an updated schedule put up on the bench.

THE COMMISSIONER: Yes, I understand there is.

MR DOWNING: And there are now to add to the tender of materials volumes 10.4A, B and C, 11.2 - - -

THE COMMISSIONER: Sorry, you're going too fast for me.

MR DOWNING: I'm sorry.

40 THE COMMISSIONER: What are they?

MR DOWNING: So 10.4A, 10.4B, it should be on the last page of the document that's been provided, Commissioner.

THE COMMISSIONER: I'm not sure if I'm looking at the right document.

MR DOWNING: It should be a document with the tender of materials for day 3.

THE COMMISSIONER: For 12 May, 2020, day 3.

MR DOWNING: And then there should be a three-page document.

THE COMMISSIONER: Yes, okay, I have it. Now, go to the last page?

MR DOWNING: The last page, so it's volumes 10.4A, 10.4B, 10.4C.

10 THE COMMISSIONER: Yes.

MR DOWNING: 11.2, 2.2, 2.3 and 3.1.

THE COMMISSIONER: So they're all being tendered. I think we already have an Exhibit 96, don't we?

MR DOWNING: We do. No, 95 was the tender earlier today.

20 THE COMMISSIONER: So the exhibits are as set out in page 3.

MR DOWNING: Yes.

THE COMMISSIONER: Yes, very well. I note that volumes 10.4A, 10.4B, 10.4C, 11.2, 2.2, 2.3 and 3.1 will be admitted into evidence and they'll be Exhibits respectively 96 through to 103 in relation to those seven volumes.

30 **#EXH-096 – VOLUME 10.4A AA STEEL BENEFITS TO STEYN**

#EXH-097 – VOLUME 10.4B AA STEEL BENEFITS TO STEYN

#EXH-098 – VOLUME 10.4C FURTHER BENEFITS TO STEYN

**#EXH-099 – VOLUME 11.2 AA STEEL ACCOUNTS & STEYN
PAYMENTS**

#EXH-100 – VOLUME 2.2 CHAHID – CBF CONTRACTS PART 1

40 **#EXH-101 – VOLUME 2.3 CHAHID – CBF CONTRACTS PART 2**

#EXH-102 – VOLUME 3.1 BACKGROUND AND COMPANIES

**#EXH-103 – PHOTOGRAPHS TAKEN AT MEAT & WINE CO ON
21 JULY 2018**

THE COMMISSIONER: Yes.

MR DOWNING: Thank you, Commissioner.

THE COMMISSIONER: Thank you.

MR DOWNING: Now, Mr Steyn, I want to take you back now just to some background details. Correct you were born in South Africa?---That's correct.

10 And is it correct that you emigrated to Australia in about 1990?
---Thereabouts.

And you're an Australian citizen now?---Yes.

And is it correct, have been since about 1993?---I believe so.

And your wife is Aleesha Steyn?---Yes.

20 Did you meet in Australia?---Yes.

And you've got two children.---Yes.

Both sons?---Yes.

Sandra Alexander, also known as Sandy, is your first cousin?---Yes.

So her maiden name was Steyn?---Yes.

30 And she's married to Ashley Alexander.---Yes.

And you knew Sandy in South Africa I take it?---Yes.

And as you indicated, putting aside more recent times after the search warrant was executed, up until say mid-2019 the Steyn family, that is your family, and the Alexanders were close?---Yes.

40 Just dealing with your work history in Australia, I've taken you to this already but you worked at Telstra for a number of years before the RMS.
---Yes.

And if we could just go back, please, to volume 10.1A, at page 3. What's on the screen in front of you is part of that CV that was submitted with your original job application to the RTA. This part deals with your time at Telstra and it starts at the end and then works backwards. So does that seem correct that that was the last role you had in Telstra, that is Contracts, Compliance and Operations Manager between January '06 and July '08?
---Yes.

And it was in August '08 that you were applying for the RTA job.---I think so.

Going backwards then, you'll see if we go to the next page there are positions there that you had prior, or that is earlier in time at Telstra. So December 2003 to January 2006 you were the Contract Manager Industry Specialist Contract.---Yes.

10 And down the bottom in 2003 you worked on a particular project in respect of the Rugby World Cup.---Yes.

And then if we go to the next page you'll see it covers an earlier position that you had with Telstra between June '98 and January 2003.---Yes.

And if we go to the next page you'll see that it shows what seems to be the first position you had at Telstra between June '95 and June '98.---Yes.

20 Now, it's correct, isn't it, that it was in that period at Telstra that you first came into contact with Mr Rahme?---Yes.

And can you recall, was he operating Lancomm when you met him or was he working for someone else at the time?---I think it was Lancomm.

And was Lancomm a company that was doing some contract work for Telstra?---Yes.

And was it work that you had some involvement with at the time?---Not originally.

30 But was the reason you came into contact with him because in some way Lancomm was doing work in your area?---Yes. Yes, sir.

And did you have any involvement, for instance when it came to Lancomm submitting bills, to just put them forward for processing?---I don't think so.

Did you have any role in Lancomm securing work at the time?---No.

40 So you didn't have any choice, for instance, when it came to Lancomm putting in for particular, putting in quotes or being asked to quote for things?---No, it was just a parcel of work managed.

Sorry?---It was just a parcel of work managed.

What do you mean by that?---A parcel of work to ensure it's delivered, that's all.

Okay. And was your relationship at that time – I take it you didn't have a friendship with Mr Rahme at the time?---No.

But was the relationship purely one of you as a – I withdraw that – as an employee of Telstra doing your job and Mr Rahme as a contractor who was doing some contract work for Telstra?---Yes.

While you were at Telstra did that relationship though develop in any way?
---We became friends.

10 Did you, separate to your work as an employee of Telstra, did you propose with Mr Rahme that you might in some way go into business together?
---Yeah, I believe there was discussion.

And at times did you, with Mr Rahme, look at for instance putting in for tenders for different jobs?---Yes.

So did you have some idea that, separate to your work at Telstra, you wanted to go into some form of business yourself?---There was regular suggestions by Mr Rahme.

20 By Mr Rahme.---Yes.

And can you recall that at times would you or he identify contracts that were coming up that you might put in a proposal for?---Yes.

And did you put in any proposals?---I believe we did.

Did you get any work?---I believe he did get some work.

30 But did you and he, that is, putting together some form of either a partnership or joint enterprise, did you secure any work that you put tenders or quotes in for?---I'm not sure.

But you accept, don't you, that before you started at the RTA, you and he had made efforts to go into some form of business together?---Discussions, yes.

Well, not just discussions, you'd put in tenders, hadn't you?---I just did some work that he asked me to do and gave it to him.

40 When you say work, do you mean on like a tender document or something of that nature?---Yes.

Again, that's something that would have been relevant to disclose, I take it, when you were at the RTA and RMS when it came to using Lancomm for any particular job?---Yes, Counsel.

And you didn't.---No, Counsel.

Now, your work, if we could go back, please, to volume 10.1A, page 8. So this is the letter I took you to earlier, the letter offering you the position, that you sign on 10 February, 2009.---Yes.

And the position at the time was Technical Project Manager, Camera Enforcement Branch. Correct?---Yes.

And that was part of the Licensing Registration and Freight Directorate. ---Yes.

10

Now thinking about that role, that's what you started off doing?---Correct.

And in that role, can you tell us what was your area of responsibility as a Technical Project Manager in the Camera Enforcement Branch?---To implement a road safety program.

Right. Well, it seems to have been related to a particular camera programs or camera enforcement.---Yes.

20

Were there particular RTA camera programs that you had a responsibility for at the time?---Average safety cam.

Is that known as Safe-T, the letter T-Cam?---No, no.

No?---That's Mr Dubois' work.

So that was a separate area?---Yes.

30

So as far as camera programs that you had a responsibility for when you started in 2009, so the average - - -?---Safety camera program.

And is that a camera program where cameras are set up some distance apart - - -?---Correct.

- - - and they record a vehicle going through and average its speed over the distance?---Correct.

40

And can that then lead to fines being levied or is it simply to then warn people through a sign that they're going too fast?---Initially it has a warning period and then I believe it goes into implementation post a grace period.

Were there any other camera programs, other than the - is it, the average-speed camera program?---Camera program.

Was there any other camera program that you had a responsibility for at that time?---I don't, I, I don't think so.

There are certainly other camera programs that the RTA looks after?---Yes.

For instance, there are what's known as the point-to-point program?
---That's the average-speed camera program.

Oh, that is point-to-point, is it?---Yes.

I'm sorry. So the two things are one and the same?---Yes. It's loosely termed point-to-point.

10 And often used the acronym P2P?---Yes.

So average-speed camera is point-to-point, but separate to that there are other camera programs?---Yes.

But they don't fall within your area of responsibility?---No.

And when you started in that position in 2009, did your role involve that from time to time works would need to be done?---Yes.

20 And contracts would need to be allocated?---Yes.

And you'll see from the letter that I took you to, according to the document at page 8, it indicated that your commencement date was to be negotiated with your manager, Wayne Bron?---Yes.

So was Wayne Bron your direct report at the time?---No.

Who was your direct supervisor at the time?---I believe Tam McCaffery?

30 And how long did that continue to be the case?---I would be guessing, I would say 2012.

And above Tam McCaffery – or pausing, sorry, with Tam McCaffery, do you recall what Tam McCaffery's position was?---I think he was a senior manager.

And do you recall, was there someone above him?---I think it was Mr Paul Hayes.

40 Paul Hayes.---I think.

All right. And thinking about your work, when it came to any contract work was concerned, were you informed or instructed that there was some particular level or financial delegation that you had?---No. I don't, I don't recall.

Well, when it came to contracts, there were times when works might need to be done on some of the infrastructure that the RTA owned?---Yes.

And in your area, I take it that that might involve the point-to-point cameras?---Yes.

And are the point-to-point cameras, are they mounted on a gantry structure?---Correct.

And it's the case, isn't it, there are a number of locations around the state where they are installed?---Yes.

10

Is it in the 10 or 20s?---There's, I think there's about 108 sites but one site compiles of, one geographical site compiles of two sites. So - - -

Because there's a camera at each end?---On each side of the gantry. So it could be, it could be about 50 locations.

So that there might be works that needed to be done, first of all, in respect of the cameras themselves?---Procurement of the cameras?

20

Well, works or servicing or procurement?---Procurement, just procurement and installation.

And then when it comes to the gantries, they might need repair or maintenance?---To be fabricated.

So, when it came to you doing your job, there were times when you had to engage with contractors to do work for the RTA, correct?---Yes.

30

Dealing with your initial position, that is back in 2009, were you told something though, as to what you were supposed to do when it came to procurement or engaging with contractors?---No.

Well, for instance, did you have, were you told that irrespective of what the size of the contract was, you just go out and find someone to do the work, were you told something about how you would get quotes or when you might need to get quotes or tenders?---The camera procurement and installation was part of a pre-existing panel contract.

40

That is the cameras themselves?---Camera procurement and installation. The gantries were all fabricated through an internal business and the - - -

So was that at a point where there were internal resources that did it? ---Correct.

But over time, did things change so that you started to have to engage with outside contractors?---Yes.

And how soon after you started did that occur?---I'm not sure.

Well, it's not too far down the track, isn't it, given that you seem to start in about March 2009?---Yes.

Isn't it the case that by 2010/2011 that you are having to engage with contractors?---Could very well be.

10 So were you told something then at the time about the fact first of all that the internal resources were being made redundant?---Yes, I was told by the internal resources they would be made redundant.

And were you told that from now on you would need to engage outside contractors to do the things that the internal resources had previously done? ---I was advised you'll have to find someone else to do it.

So when it came to doing that, I take it your responsibility then included sourcing contractors, getting quotes and engaging people to do work?---Yes.

20 Were you told something at that point about what the expectation was when it came to procuring people to carry out contract work?---No.

So did you not get told anything in terms of perhaps a system depending on the level of the financial – I withdraw that. Were you not told something about what the process was depending on the value of the contract?---I think the delegation in respect to that was if the works were under 50,000 just get a single quote. If they were between I think 50 and 250, you needed three quotes. If it was over 250, it had to go to open tender.

30 And is it the case that the process when it came to financial delegation essentially remained the same right through to the end of your time at the RMS?---I believe so.

So for under 50,000, you as an employee of the RTA or RMS had to go out and find one quote?---Correct.

For contracts valued between 50 and 250, you needed three?---Yes.

40 And for above 250, you were required to put the matter to open tender? ---Correct, unless there was a pre-existing panel.

And were there some pre-existing panels?---Correct.

Just pausing there and thinking about what you then learnt about the process of getting quotes and financial delegation, I take it from what you already knew, based on your understanding of the ethical requirements of your job, you were supposed to be getting quotes for particular jobs from people that were at arm's length?---Yes.

And the idea was, using the example of a job with a value of between 50 and 250, you would get three arm's length contractors to quote?---Yes.

Each of them would be blind to what the other one was quoting?---Yes.

You as the person at the RMS would then receive them and review them?
---Yes.

10 You would make an assessment of each of them?---Yes.

You would look at I guess first of all technically whether they met the requirements in terms of what the job involved?---Yes.

You would look at the prices that they have put forward?---Yes.

And you would make a recommendation to your supervisor as to who should be retained to do the job?---Yes.

20 And it's the case that ordinarily that meant, provided that each of them was technically okay, you would recommend the cheapest of the quotes?---Yes.

And you say that that started during your period at the RMS after internal resources had been made redundant?---Yes.

So you had to in effect go out and find people that might be able to do the work?---Correct.

30 In looking for people to do work in your area, did you try and identify any external companies that might have done work in the past?---Yes, we did look at some companies, and some companies were consumed by existing works and could not meet the time frame to deliver the works.

Because I take it with areas of work that you were responsible for at the RTA some of them were quite technical.---Yeah.

And it would obviously be beneficial to know something about what had been done in the past, that is the way work had been done on particular assets in the past.---Yes.

40 Did anyone give you any guidance as to who you might engage when it came to getting contractors to do work in your area?---No.

Now, it's the case, isn't it, that over time you moved into different positions, correct?---Same functions, just retitled.

Was there ever a substantive change into a different area or were you always essentially in the same area, it was just retitled?---Yes.

The latter?---The same area, just retitled.

So whilst you start in 2009 as a Technical Project Manager, Camera Enforcement Branch, by March 2014, you'd been appointed as a Compliance – I withdraw that – Heavy Vehicle Maintenance and Program Officer in the Compliance Operations Branch of the Safety and Compliance Division?---Correct.

10 So was that a different role that you were then taking up, or not?---Exact same role.

So, do you say that that change came about, at least in terms of title, was it because of some reorganisation within the RMS?---Yeah, some restructure, but nothing changed essentially, I did the same thing.

So even when you started in 2009, did you have some role in respect of Heavy Vehicle Programs?---Well, average-safety camera is Heavy Vehicle Program.

20 Does it only track heavy vehicles?---No, it captures everything that goes past but only enforces on anything that's over 4.5 GVM.

Sorry, you just need to just speak up.---If it's over 4.5 gross-vehicle mass.

So, the point-to-point camera program, whilst it does track all vehicles, falls within the umbrella of Heavy Vehicle Programs, is that correct?---No. It's a camera program. It has the ability to enforce on any vehicle.

30 And it fell within your responsibility, starting in 2009, as part of the Camera Enforcement Branch?---Yes.

But in 2014 – well, let me withdraw and go back a step. I'll have you shown, please, volume 10.1A, page 14. And you'll see that's it's a letter dated 26 March, 2014, indicating that you successfully secured the position of Heavy Vehicle Maintenance and Program Officer within the RMS? Do you recall that's the position you then began at that time?---Yes.

40 And looking at it, it indicates in this letter, that that was part of what was then the Compliance Operations Branch within the Safety and Compliance Division? Do you see that?---Yes.

But do you say that, in effect, there was no substantive change to your position from what you'd done previously?---No.

And according to that, your supervisor, or your new supervisor was Samer Soliman?---Yes.

Now, had you dealt with Mr Soliman before this time?---I would be guessing if I said no.

As best you can recall, who was your direct supervisor prior to March 2014, when it seems Mr Soliman became that person?---Tam McCaffery.

So Mr McCaffery stayed in that role from 2009 through until the beginning of 2014?---Correct.

10 So, having commenced in this position in March 2014, were there any other programs that then fell within your area of responsibility or did it stay the same?---It stayed the same.

So, the point-to-point program remained within your area of responsibility? ---Yes.

But did the other camera programs still remain outside of it?---Yes.

20 So things like the Safe-T-Cam weren't part of it?---No, that's Mr Dubois' works.

I'll come to Mr Dubois in a moment because he ultimately, at or around the same time, gets appointed to the same position in the same branch and division, doesn't he?---To get some perspective on it, Mr Dubois and I worked in an area and were told this is your new positions, go there. So that's how we ended up in there.

30 But did you in your role from March 2014 have responsibility for any other heavy vehicle-related programs or assets?---No.

For instance, you'd be aware, wouldn't you, that around the state there are heavy vehicle checking stations or I think sometimes referred to as heavy vehicle safety stations.---Yes.

Where trucks and other heavy vehicles can pull off the side of the road, be checked or weighed, et cetera.---Ah hmm.

And was that not part or your responsibility?---No.

40 So was there any change in terms of what you were responsible for come 26 March, 2014, with the change of your position?---No.

And from that point onwards, is it the case that you still had the same requirements when it came to contract work?---Yes.

That is, that for smaller jobs under \$50,000 get one quote.---Yes.

For bigger jobs between 50 and 250 get three, and above 250 you would go to an open tender.---Yes.

Thinking about the period from when you start under Mr Soliman in late March 2014, did he ever suggest anything to you about the use of the tender process as opposed to the quoting process?---No.

10 Did he ever suggest, for instance, that you should avoid using the tender process?---No. Because my, the, the, the dollar value on the work which required a tender process wasn't really, was already a pre-existing panel, so there was no need to go to tender when they had already set up a panel to use. So - - -

And, sorry, who had set up a panel to use?---Management.

For what area?---For the entire branch, for all, all camera programs.

20 And at what point in time are you saying that that panel had been set up? ---Originally there was a panel set up, I believe, in 2009 in, for my programs, but there were also suppliers for other programs. So I use the panel, they were successful and then there was a revised – I couldn't tell you exactly when the revised was. I think the original ran for three plus one plus one panel.

Years?---Yes. And then so that would take us probably 2014. I think there was a delay, so we had to continue working under the same conditions of the contract until a new contract was implemented.

30 Did you ever organise to use contractors from outside of the panel that existed?---For camera programs, no.

But for any of your areas of work?---No.

So over time in this period, you used, for example, AA Steel?---No, that's separate. That's a separate parcel of works which are (not transcribable) camera procurement. So the value of those could be 700, a million dollars, those contracts.

40 Yes, understand.---So they would have to go to tender. But a pre-existing panel implemented required that you just went to the companies that were successful and said, "This is the works. Provide your costings."

But you're talking about camera procurement?---That's right.

But separate to camera procurement - - -?---There was no - - -

- - - which was one part of your area of responsibility - - -?---Yes.

- - - were there no panels?---No.

So you could in effect use whoever you wanted?---Yeah.

All right. And it was in those areas that you used the various contractors that you've already referred to in your evidence?---Yes.

So was there a panel in respect of anything other than camera procurement in your area of responsibility?---I, I can't recall. I don't think so.

10

Just returning to Mr Soliman, did he ever suggest, for example, that you try and keep contracts, individual contracts, to be allocated at less than 250,000 to you?---I, I, I don't recall.

Do you recall him ever suggesting, in effect, splitting jobs so that an individual contract for – well, so that each individual contract would be less than \$250,000?---No, I wouldn't be able to recall that.

20

Okay but is it the case that where – and I'm just going to use one example – where you had a contract, not a camera procurement job, but a contract to do whatever work in your area, you would, and assuming it's between 50 and 250, you'd go out and get your three quotes.---(No Audible Reply)

You nodded, but you need to give a verbal response.---Oh, sorry. Yes.

Would you then load them onto the system?---Yes, Counsel.

30

And so that in effect they would be visible to whoever wanted to look at them?---Yes, Counsel.

Would you make a recommendation to Mr Soliman as to who the contract should be awarded to?---Yes, Counsel.

And then ultimately he would sign off on that.---Yes, Counsel.

And I take it you knew that he was pretty dependent on you in terms of your assessment and recommendation.---No, he was familiar with the works.

40

Did he come from a roads background?---No.

Was he from an IT - - ?---Neither did I.

So did you understand though that where you had made a recommendation he would look at it and then he would make a decision?---Yes.

Can you recall him ever deciding that a job should be awarded to someone other than who you recommended?---No, I don't think so.

Was there a name for the particular contract management system that was being used?---CM21.

And was that the name for the actual software system?---Yeah.

And in terms of the way it worked, would you receive for example paper or electronic copies of quotes?---Would be either. Electronic mainly.

10 And how would you then enter them into the CM21 system?---Sometimes electronic, sometimes paper, then you'd have to populate certain fields or with the costings.

Within the software system?---Yes.

Were they saved for instance as PDFs within the CM21 system to your knowledge?---I think so.

As scanned documents?---Ah hmm.

20 And do you know were they then visible to Mr Soliman?---To anyone.

To anyone within the - - -?---Anyone who had access to the CM21.

Within the RTA or RMS.---Yes.

Okay. And it's the case isn't it, that the process would be for a particular job you would initially send out a request for quote to individual contractors?---(No Audible Reply)

30 Correct? You need to - - -?---Yes, yes.

Sorry, you just need to verbally respond.---Sorry, sorry, Counsel.

And that would typically involve some description of the works?---Yes.

And often some drawings or maps or technical details about what the work might involve.---May, yeah.

40 Dependent on what the job necessitated.---Correct.

You would then get your quotes back.---Correct.

Once the decision had been made to award the job to an individual contractor, they would be notified?---Yes.

And they would then get a date to start the works?---Yes, whenever they can start it or, or a date.

And then it's the case, isn't it, that a contract number would be allocated to that contract?---Yes.

And in due course, typically once the works had been done, there would be a purchase order created with in the RTA or RMS system.---Prior to the works.

So it's prior to, is it?---Prior to.

10 Prior them even starting?---Yes.

I'm sorry. So prior to them starting but after the contract had been awarded, a purchase order number is created.---Yes.

And that ultimately gets communicated to the contractor.---Yes.

So that when the contractor submits any invoice, that is a document seeking payment, they would be required to record the purchase order number - - -? ---Yes.

20

- - - so that it could be identified as relating to that job or that contract. ---Yes.

And then the moneys would be paid, that is the invoice would be paid via the RTA or RMS.---Yes.

Now, thinking about Mr Dubois, when is your recollection as to when you first come in contact with him at the RTA?---I'm guessing it might be 2011.

30 So you are working at that time in your – is it your original position as the Technical Project Manager in the Camera Enforcement Branch?---Yes.

And is it the case that there are more than one building in which RTA staff out at Parramatta work?---Yes.

And which building were you in?---Centurion.

Sorry, you just need to speak - - -?---Centurion.

40 And was Mr Dubois when you first met him, working in a different building?---Yes, Octagon.

Do you recall what area he worked in at the time?---Based on the opening statement I think it was ITS I think.

When you say opening, you mean the opening statement in this inquiry? ---Yes.

I mean please don't rely on me. I want you to go on memory.---No, I don't know.

Do you recall, even if you can't recall the specific title of his role, what you can tell us as to the area I which he was working?---He, all I understood was he was responsible for the TIRTLs.

TIRTLs being The Infra-Red Traffic Logger.---Correct.

10 And that's an electronic device.---Correct, for the installation of maintenance of those.

And what does the TIRTL do that marks it as different from say the point-to-point program?---The TIRTL is a detection device so it has the ability to detect people's speed, position on the road and was installed on the point-to-point program to confirm it does a people count as well. So the camera provider says I had 1,000 vehicles go through and my system captured 1,000 vehicles going through you could use the TIRTL to validate their claim.

20

So are the TIRTL devices installed at the same locations as the point-to-point devices?---Yes. Originally I requested to install one TIRTL at the location.

And you understood that, separate to your responsibility for the point-to-point camera program, that Mr Dubois, when you first met him, was responsible for the TIRTLs?---Yes.

30 And anything else you can recall him being responsible for?---Heavy Vehicle Programs. Checking stations, scales, anything to do with heavy vehicles was his.

Whereas in your original role is it the case that you didn't have a broader heavy vehicle responsibility outside of the point-to-point cameras?---No. So I predominantly worked for the Camera Enforcement Branch. It was cameras not heavy vehicle enforcement. It just happened that that program targeted heavy vehicles.

40 And in your early dealings with Mr Dubois what was the nature of them?
---Just TIRTLs installation.

So you say as best you can recall, and I'm accepting that it's a rough estimate, you believe it might have been about 2011 that you came into contact with him?---Might, yeah.

And was that because there was some need for some coordination between the TIRTL program and the point-to-point program?---Yeah, part of the

point-to-point program was requested by senior management to install TIRTLs at all the locations.

So did that mean that you then had to work in some way with others including Mr Dubois?---Mr Dubois was responsible for the TIRTL installations, yes.

And if you accept from me he begins work in August 2009, so he was certainly working at the RTA or by then the RMS in 2011.---Mmm.

10

What was initial nature of your dealings, so did you both attend meetings about the TIRTL program?---Oh, it was virtually these are the sites that needs TIRTL installed.

But what was the nature of your dealings, for instance did you have to use him to do a particular task?---To manage the TIRTL installation.

And in the course of those early dealings what did he actually do for you, what was the nature of what he did?---Managed the delivery of the TIRTL installations.

20

And when he did that was that through the use of internal RMS resources? ---I don't know. I don't know.

Then starting at that point in 2011, I want you to assume that he moves so that he becomes what's known as a Technical Project Manager in the Compliance and Enforcement Branch.---Yes.

Do you recall that you had dealings with him in that capacity?---That's when I returned from, I don't know if I was working away or on vacation and saw that he was sitting in our area.

30

So he moved to your building.---Correct.

From that point did you have more frequent dealings with him?---Yes.

And was it really from that point that you began to see how he went about his work day to day?---No, he just delivered work.

40

But you were sitting effectively near each other.---Yes.

Did you then develop somewhat of a relationship with him?---Yes.

So you'd talk to him and on a daily basis have some communications with him.---Yes.

At that point did you learn anything about the work he was doing and the way in which he was doing the work?---Not really. This is the scope of works, he looks after heavy vehicle facilities.

Was he frequently in the office or was he often on the road?---I would say he was out more than in.

And what about you, were you out more than in or - - -?---Yeah, out on my programs.

10

So is it the case that you were both out working on your own programs at locations around the state?---Yes.

But there were times when you might both be in the office together?---Yes.

In that period, when he begins to work in your building but in a separate area to you, do you learn anything about the contractors he's using?---No.

Does that occur later in time?---Yes.

20

You'd be aware I've already asked you to assume that it was in March 2014 that Mr Dubois also got appointed to the position of Heavy Vehicle Maintenance and Program Officer.---Yes.

At any point between about 2011 or so, when he begins to work near you but in a separate area, through to when you essentially both start doing the same job, do you learn at any point in that period about the type of contractors he's using?---I, I was aware, I became aware that he was familiar with them and they'd been working together for years.

30

And did you get an introduction to any of them?---Yes.

Who can you recall meeting in that period? So thinking about the period before you both start as Heavy Vehicle Maintenance and Program Officers, who do you learn that Mr Dubois is using?---One of the gentlemen was called Baz.

And did you learn his name was Barrak Hadid?---Later, yes.

40

So you meet him. And was he doing some contract work for Mr Dubois?---I believe so.

All right. Anyone else?---And the other one was called Hoody.

And did you learn his name was Chahid Chahine?---That's correct.

And again, did you understand that he was doing contract work for Mr Dubois?---Correct.

Did you, either through Mr Dubois speaking to you or your observation, learn that Hoody and Baz seemed to be doing work together?---Yes.

That they seemed to be working together in some way?---Yes.

Did you learn anything else about Baz or Hoody in that period through to March 2014?---Nothing than other they were experienced in doing the works. They had been doing these works for some time, apparently.

10

Did Mr Dubois tell you that or - - -?---Yes.

Did he, to your observations, seem to be friends with them?---Yes.

Did you ask him anything about the nature of his relationship with them? ---No.

20

Again, thinking about that period up to when you both start as Heavy Vehicle Maintenance and Program Officers, did you learn of any other contractors that Mr Dubois was using besides Baz and Hoody?---There was another gentleman named Harry.

Was he referred to by Mr Dubois as Harry?---Yes.

Did you learn that his name was Hassan Alameddine?---I have since. I didn't know their official names.

30

Again, was he someone that, according to Mr Dubois, had been doing work, contract work for him for some time?---Yes, doing signs or something.

Signage.---Signage.

All right. And did you know what sort of signage?---Heavy vehicle signage from what I understand.

And did Harry also appear to be someone that Mr Dubois was friends with? ---Yes.

40

Did you, either through speaking to Mr Dubois, your own observation, understand that Harry seemed also to know Hoody and Baz?---Yes, because I, I did ask Mr Dubois and he said that because they've all been working together for years on the Heavy Vehicle Programs, they're all familiar with each other.

During that period – I withdraw that. Are you able to say when it was you learnt that Harry was in fact Hassan Alameddine.---It was not – very recently.

Sorry, not very recently?---Very recently.

As in since the search warrant was executed or before then?---No, I didn't know his name was Hassan before then. I, I knew him as Harry.

So you didn't know anything about his surname?---No. I, I believe it was Mr Duchesne who mentioned to me, "Do you know who these people are?" and I went, "No."

10 Mr Duchesne is the principal of M&M Inspections.---Yes.

And you say he asked you about, "Do you know who these people are?"
---Yes.

When, as best you can recall, did that occur?---That would be recently.

How recently?---I would say 2017/2018.

20 But before the search warrant was executed?---Yes.

So, Mr Duchesne was someone that was doing contract work for the RMS at that time?---Yes.

He was also a friend of yours?---Yes.

What did he say to you about the - - -?---"Do you know, do you recognise the surname?" I said, "No, I don't."

30 Sorry, recognise the surname?---The surname, Harry's surname and I said, "No, I don't."

And what did he say about that?---He goes, "Oh, these people are dangerous people."

Did he tell you the surname then was Alameddine?---Yes. And I'm like, "Well, who, who is that?" And he said, "They are dangerous people."

40 Did you perhaps do a bit of googling and have a look to try and find out something about them?---No, no.

But did that cause you come concern at that point about who it was that Mr Dubois was dealing with?---No, because he dealt with them most of the time.

But by this point, 2017 or 2018, it's correct, isn't it, that you didn't have much doubt that Mr Dubois was dealing with them in a way where, in return for them getting work, they were providing things for him?---I believe so.

And when did the penny drop about that?---I would, earlier in the piece, about 2015, I think.

I've taken you to your letter, dated 26 March, 2014, confirming your successful appointment to the position of Heavy Vehicle Maintenance and Program Officer in the Compliance Operations Branch. I've taken you to that already and you've – actually, let me take you back just so that I can show you the date when it was signed. So if we go back, please, to volume 10.1A, page 14. You'll see, dated 26 March, and if you go to the next page, you seem to sign it on the same day. Do you see that?---Yes.

If we could go now, please, to volume 1.1, page 64, you'll see a very similar letter to Mr Dubois but dated 31 March, 2014, and indicating that he is also appointed to the same position of Heavy Vehicle Maintenance and Program Officer in the same Compliance Operations Branch.---Yes.

And also with Mr Soliman as his supervisor.---Yes.

And if we go to the next page, please, this is the further part of the letter, and if we go – I withdraw that. You were both the same grade, which was grade 9?---Yes.

And if we go to the next page, please, you'll see that Mr Dubois signs the letter on 7 April, so just a couple of weeks after you. From that point on, you worked closely together, correct?---Yes, we started to work closer.

And you've indicated not many answers ago that it was at some point after then when you came to the view that Mr Dubois was giving work to the various people that you had met and seemingly getting something in return?---I would say probably before that.

Before this point in 2014?---I think, I think, yeah. I'm trying to think back. I think this was about 2013, I, yeah, was sure there was something.

What was it that led you to conclude that, in return for those people getting the work, that Mr Dubois was receiving something from them?---Mr Dubois assisted me with some renovations, and when I looked at some of the renovations, there was stuff that he said he would take care of in assisting me, and the paperwork didn't add up.

What do you mean, the paperwork didn't add up?---Well, when I, when I looked at some of the paperwork, because a delivery docket would be left, and I looked at it, and I go, "What's that?" He goes, "No, I've taken care of that."

Do you mean taken care of the cost of that?---Yes.

I will come to the specifics of the work that was done, but do you say it was around the time of that work that you started to wonder about it?---Yes.

But just pausing with what you've said, you say that when it came to the delivery of certain items, it might be something like tiles or pavers or something of that nature?---Ah hmm.

Yes?---Yes.

10 And you say that he would tell you he'd taken care of that?---Yes.

But what was it about that that made you suspect that Mr Dubois was, in effect, giving work to people and getting some form of reward from them? ---I didn't know what form of reward he was getting.

But why was it that him suggesting he would take care of something for you – that is, the cost of some building material like a paver or a tile – why did that suggest to you that in some way the contractors were giving something to him?---Because he had organised it.

20

He had organised?---For the stuff to be delivered.

I'm sorry, I'm having difficulty following that.---So Mr Dubois would organise for stuff to be delivered, whether it be paver or tile or whatever is the example. He would take care of it, organise it. And then (not transcribable) I go, "Well, how is this getting sorted?" He goes, "No, I've taken care of it."

30 But what did that have to do with contractors? You've told us about learning that he seemed to have an established working relationship with Baz and Hoody and Harry.---I believe he might have been using the contractors too.

Well, what led you to that view?---I noticed the piece of paper a delivery document and it said CBF.

So do you say that you get some delivery document and it made some reference to one of the companies?---Yes.

40 Now, CBF, you came to know, was a company that Mr – was it Hoody? ---Chahine, yes. Chahine, Hoody.

And what was it that was on the document that made reference to them? Presumably it was the dockets would show delivery to your address.---Yes.

But what was it, what was the reference to, say, CBF?---It just said CBF on it, on the top.

All right. And you say that that then caused you to wonder whether, what, that when Mr Dubois was saying he would take care of it, in effect maybe the contractors were doing it?---Yes.

Did you ask him about that?---Yes, and he said, “Don’t worry about it. I’ll take care of it.”

Thinking back to the period when you meet the contractors, you told us about Baz and Hoody and Harry. Were there any others that you met that were doing work for him?---No.

None that you can recall or - - -?---No.

- - - are you certain there were no others?---I don’t recall any others.

Okay. From March 2014, though, when you work in the same area, you certainly start to have more frequent work dealings with Mr Dubois, correct?---Yes.

20 And you would sometimes, I take it, go out to sites together.---Yes.

And in the course of the work from that point, from March 2014 onwards, did you then have more frequent dealings with some of the contractors? ---Through Mr Dubois.

Right. Well, through him.---Yes.

But you then started to actually meet them yourself onsite?---Through, not, not, not me and the contractors alone. Mr Dubois was always present.

30 Accepting that he was always present, but you then learnt who they were and you would socialise with – I withdraw that. You would, from time to time see them on work sites.---Yes.

And you’d talk to them.---Yes.

Did any of them ever say anything to you to indicate that they were doing something to look after Mr Dubois in return for getting work?---No.

40 They never said it?---No.

But you say, from around the time of doing work in respect of your house, you suspected it?---Yes.

And that’s before you started in that position in March 2014?---Yes.

Because it’s the case, isn’t it, that the knockdown part of your work commenced somewhat earlier than that.---I think 2013 was the work started.

And we'll come to the work done at your house, but from an early stage of that work, you did use various people that were contacts through Mr Dubois, didn't you?---Yes.

And really, from the point of preparing plans before any work was done, correct?---Yes.

10 So do you say that, at that point in twenty – if we accept it's 2013 when the initial work is done in respect of demolition, that you had a sufficient relationship with Mr Dubois that you spoke to him about your plans for the house?---Yes, we were having a conversation about - - -

So you're working sitting near each other.---And having a conversation.

And you tell him, I take it, that you're about to do some work?---This is what I intend doing, and that's when he mentioned that he had a distant cousin that was an architect that would be able to assist.

20 And do you then go and meet with someone in the architect's firm and they give you some help?---Yes, yes.

And it's the case, isn't it, that when it came to getting that assistance, starting with the plans, you were never asked to pay?---No.

You must have realised that there was something amiss in that arrangement. ---Well, according to Mr Dubois it was his cousin, Mr Wehbe was his cousin.

30 We'll come to the specifics, but GEC Consulting was the firm. Correct? ---Yes.

And you never got asked to pay any bill for them.---No.

And you learnt at some point I take it that GEC was also doing some work for the RMS.---Yes.

40 So did you draw a connection that Alex seems to have come connection with GEC?---Yeah.

Sorry, that Mr Wehbe you understood was his cousin?---Yes.

And Mr Wehbe worked at GEC.---Yes.

And GEC were now assisting you when it came to plans for your house. ---Mr Wehbe, yes.

Well, Mr Wehbe at GEC.---Yeah.

When they assisted they would prepare plans et cetera as GEC. Correct?
---Yeah.

And you were never asked to pay anything.---No.

And you understood that GEC were doing contract work through Mr Dubois.---I didn't at the time, no.

10 But later?---Later, yes.

Not very much later though, was it?---No.

And I take it you must have thought that perhaps I'm getting some help in doing this here in my private capacity, that is doing the work on my house through someone that Alex is assisting to get work with the RMS.---At the time, no, but later, yes.

20 And having realised that you weren't being asked to pay for what was private work, you must have paused and thought, this is a somewhat unusual arrangement?---Yes.

But is it the case that you didn't inquire any further at the time?---No. I asked Alex and he said it was my family. I did ask, I did ask Mr Dubois what, what do I owe for the works.

You did?---I did ask Mr Dubois, "What do I owe Ahmad for the works?" And he said no it's all right he is family.

30 So it's the case, isn't it, that with – you say you made some inquiry about what you were owed and you were told, nothing, it's taken care of.---Yeah.

And at a later point you recognised that the company that had done it was an RMS contractor through Alex.---Yes.

But separate to that you had contacted the Alexanders and asked that they meet the cost of various aspects of the work?---(No Audible Reply)

40 Work in relation to your house?---Not at that time, I don't believe at that time.

It wasn't very much later, was it?---Well, I, when I had the plans drawn and approved, Mr Alexander was over at my house and we had a chat about it.

But once the work started, it didn't take very long for you to ask the Alexanders, through I take it Ashley, to meet the cost of things?---We had a discussion about it and he said, "Yep, no problem."

Did you, given that Sandy was your cousin, did you initially speak to her about it or did you initially speak to Ashley?---Spoke to Ashley.

And is it the case that you spoke to him about it before you even drew up plans or later?---After the plans were, I think the plans were approved.

And you what, tell me how you raised it with him, what did you suggest to Ashley or what did you say to Ashley?---I mentioned that there's this work I want to do and that and he said, "Yeah, I'll help you with that."

10

And that's at a time when AA Steel is doing contract work?---Yes.

And when you say he said he would help you with that, did you ask him to help or did he volunteer?---I don't believe I asked, it was just a discussion and he said, "I'll assist you with that."

And is what then followed from that, that you would send invoices to him or to Sandy?---To their office email.

20 Which you knew Sandy looked after.---Yes.

And things would then be paid?---Yes.

And that arrangement with the Alexanders had nothing to do with Mr Dubois?---No.

30 So separate to whatever Mr Dubois was organising for you, you yourself had spoken to Ashley and had reached an arrangement where you would send invoices related to the work off to Sandy and then they would be paid?---Yes, yes.

Over time, you did move from just knowing those contractors of Mr Dubois as, I guess, work contacts to socialising with them to some degree, didn't you?---Correct, yes.

And I want to show you a photograph now. Do you recognise the photograph – we'll start with the one at the bottom, if we could, please.
---Yes.

40 This was a function that you attended for Mr Dubois' birthday?---Correct.

And you remember it was 21 July, 2018?---Correct.

At The Meat & Wine Co in Parramatta.---Yes.

And on the left we see Mr Dubois?---Yes.

Then you?---Yes.

Then Hoody, Chahid Chahine?---Yes.

And then Baz, Barrak Hadid?---Yes.

And if we go to the photograph at the top, each of your respective partners were there as well?---Yes.

10 And were invited to attend that function?---Yes, I was.

So by that point, in July 2018, you seemed to have become friendly with Mr Dubois and his contractors?---Yes.

At least those present, Hoody and Baz?---Yes.

And it's the case, isn't it, that by then you had started to use Baz and Hoody to do some work in your area of responsibility as well?---I would think so.

20 Over time you did, didn't you?---Yes. Mr Dubois would engage them to do it.

But it was in - - -?---For my program of works, yes.

For your program of works. And did you also use Harry?---I think Mr Dubois used him for signs.

But did you use him sometimes in respect of your programs of work?---Yes, for signs for my program of work.

30 So whether it was actually arranged by Mr Dubois, it was a project that you were responsible for and ultimately the work would be done by those gentlemen?---Yes.

Did you learn also that Mr Duchesne might have been doing some work with any of those, separate to your work?---Yes.

What was Mr Duchesne doing, to your knowledge?---Quality assurance.

40 For?---For, on Alex's program he was doing quality assurance to ensure that the structures fabricated met to standards.

Okay. But did you understand that Mr Duchesne was doing any work for Harry or with Baz or - - -?---Yes. I understood he was doing work for Harry.

Is this based on what Mr Duchesne told you?---Yes.

And what sort of work did you understand he was doing?---It was also quality assurance.

On Harry's work?---For, yes.

And was it Harry's work for the RTA or RMS?---Correct.

10 So that, as you understood it, where Mr Dubois would engage Harry to do contract work, then in due course, Mr Duchesne would be engaged to do quality checks in respect of that work?---By Harry, I think.

By Harry?---Yes.

Did you understand it was by Harry, not by the RTA or RMS?---I think there was works he was engaged by RTA but also works engaged directly by Harry.

20 Now, having drawn the conclusion at some point, it would seem, before March 2014, that Mr Dubois seemed to have some arrangement with his contractors where he was getting something in return, did you ever either directly or indirectly raise that with Mr Dubois?---No.

Was it something you preferred not to enquire into?---Yes.

And why did you prefer not to enquire into it?---I just stuck to my own business, my own business.

30 But you were prepared to turn to Alex to organise for things to be paid for in respect of the building work at your house where you understood that the contractors were taking care of it?---Yes.

Did that not cause you some concern that you might, in effect, be putting yourself in a position where you had some obligation towards them?---No, Alex assured me that it's, he will take care of it.

THE COMMISSIONER: I couldn't hear you. What did you say?---Alex assured me that he would take care of it.

40 MR DOWNING: But you, irrespective of what Alex was saying, you saw material that suggested to you that Alex wasn't paying for things, that the contractors were.---Correct.

Did that not though cause you some concern that in effect you now had what you believe to be RMS contractors paying for work on your house? ---No, because as I said, Alex assured me that he is taking care of it.

But putting aside Alex just for the moment, you've already acknowledged I think that you understood that it would be a conflict of interest and indeed a

form of corruption to have a public employee like yourself, who is having or receiving the benefit of payments for work on their house, through an RMS contractor.---Ah hmm.

So did that not cause you some concern though that you were receiving the benefit of what seemed to be payments by RMS contractors even if Alex had organised them?---Not at the time.

10 At any point did you reflect on whether that might put you in an awkward position?---I didn't think about it.

You certainly didn't declare to anyone at the RMS, did you, for instance that GEC was doing work on your house and that GEC was also doing RMS work?---No.

And likewise you didn't declare to anyone at the RMS that work was being paid for on your house by CBF and that it was also doing RMS work.---No, Counsel.

20 Commissioner, is that a convenient time?

THE COMMISSIONER: Yes. We'll take the luncheon adjournment. Mr Steyn, we'll resume at 2 o'clock. If you would be back here. Thank you.

LUNCHEON ADJOURNMENT

[1.02pm]