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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 TUESDAY 15 JUNE, 2021

AT 2.15PM

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

THE COMMISSIONER: Yes, Ms Spruce.

MS SPRUCE: Mr Najjarin, before the break I was asking you about some contracts, or rather some subcontracts that you did for CBF through the person you knew as Hoody. Do you recall that?---Ah - - -

10 You recall me asking you about that before lunch?---Yeah, yeah.

And if I could show you, please, volume 23.1, page 380. And this is an email from BMN Electrical to Hoody, CBF. Do you see that?---Yep.

On 6 April, 2011, and it's got an attachment, "RTA weighbridge Katoomba." And then if you go to the next page please, you'll see this is a tax invoice from you, "Attention Woody." Do you recall that that was intended to be directed towards Hoody?---Yep. Yeah, it was.

20 Did you understand at one time his name to be Woody?---Oh, I just knew him all along that. I didn't know until later on.

So at the time you thought his name was Woody?---Yes, his nickname, yeah. Woody.

And he was someone you'd met on a site?---Just on a jobsite, yeah.

Do you recall if Mr Dubois was on the jobsite when you met Hoody?---I don't recall, no.

30 Did you often see Mr Dubois on jobsites?---Yeah.

You did?---Sometimes, yeah. Sometimes.

And then you see this is an invoice in relation to the repair of damaged cables?---Yep.

40 At Katoomba and it's for \$1,200 excluding GST. Does that refresh your memory at all about doing this work for Hoody?---I remember doing a job for him. It was for a damaged cable or something like that but I just can't remember if it was at Katoomba or whether, or not, that's all.

Well, I can tell you, if this assists you, that you did a second job for Hoody and if you go page 384. You see this is again an email from BMN Electrical to Hoody at CBF.---Yeah.

On 14 June, attaching an invoice. And then if you go to the next page, you see this time it's in respect of the repair of some damaged cables at Mount

White. Now, I think you mentioned Mount White in relation to Hoody before the break.---Yeah, I think that was the job – yeah. That would have been the job address.

So you recall doing this job?---Yeah.

Do you have any recollection of doing a similar job at Katoomba?---No, I can't remember any of that.

10 Do you recall being paid for this Mount White job by Hoody?---Yeah. I think he, I think it was direct between me and him because that was his damage or something that he had to, he had to pay for it.

I see. So he was doing work for the RTA?---Yeah. He was working and I think he damaged a cable or something like that.

And so he engaged you directly to repair the cable?---Yeah, yeah.

20 And so you invoiced him and he then – or rather CBF, I take it, that was his company. You understood that?---Ah hmm.

Paid you the amount of \$2,500?---Yep.

And did anyone ever ask you to pay a cut of that amount to anyone else?---I don't think so, no. That was direct, I think, between me and him.

And then you see on this invoice that's on the screen, do you see it's issued to Dancorp and then the contact name is Hoody.---Ah hmm.

30 Do you recall where Dancorp came from?---Could have been a – if it wasn't his company, it could have been some old company of mine that I must have put it on or something.

Have you ever called of a company called - - -?---I can't, I've, I've never heard of it, I don't think I've heard of Dancorp before.

Have you ever heard of Davencorp?---No.

40 And then in respect of the previous job in Katoomba, I took you to the invoice for that job, which was page 381 and do you recall that you emailed that to Hoody on 6 April, 2011?---(No Audible Reply)

And then on the same day, if we could go, please, to the next page, on the same day shortly after the first email, you send him a second email saying, "Hi mate. I sent you the invoice for the job on the weight bridge. If you can fix hat up, that would be great. I've got my account details on the bottom of the paper." And then on the next page you've sent him a second

invoice in respect of the same work, it's just got a completely different format.---Yeah.

Do you recall doing that? Does that prompt your memory that you sent two invoices, each in a different format?---Could have been two different jobs by the sounds of it. Those CCTV cables – I'm just trying to remember. I can't remember exactly but I know I did a, I did do a job with him direct for damages. I just, what, what, that one, RTA weight bridge. Which area, that one? I'm just trying to remember.

10

It's Katoomba again.---It's Katoomba. I'm just trying to remember whether he did call me up for Katoomba and I can't remember.

But you don't have a, any recollection of ever being asked by either Mr Dubois or Hoody to invoice for work that you hadn't done at all?---No.

Now, before lunch I took you to the subcontract work that you did for TRUWAY in respect of Jones Island.---Yep.

20

And you recall that you were paid an amount of around \$16,000 by TRUWAY in relation to that contract. Do you recall that?---That's what the contract stated, didn't it?

That's what the contract stated.---Yeah, yeah.

Do you have a recollection of receiving that money, that payment?
---There's probably a chance, maybe. I'm, I'm not, I can't remember.

30

But you don't recall anyone - - -?---I might have done, maybe TRUWAY did pay me, I just can't, can't really remember to confirm it.

But you don't recall anyone from TRUWAY ever suggesting that you should pay a cut of that payment to anyone else?---No. From TRUWAY, no. Really, I didn't really see much of them at all. All I know that they were running the joint there when we were doing the job, that's it.

40

Were you mainly dealing with Mr Dubois rather than TRUWAY in relation to the work at Jones Island?---No, no, they had, I think they had a site foreman, they, they would have had, if I can remember, they had a site foreman, but we had the plans, we knew what we were doing there already, so everyone had their own little thing.

And was Mr Dubois onsite at Jones Island when you were doing that work with TRUWAY?---Can't remember seeing him there, no.

Now, I just want to ask you about your understanding of the process by which work was allocated to your company by Mr Dubois.---Ah hmm.

Did Mr Dubois ever explain to you what the process was in terms of how many quotes he needed to obtain?---No.

You had no understanding of that?---No.

Your understanding was just that you would put in a quote to Mr Dubois. ---Yeah.

10 And you've described already that there would be a process between you and Mr Dubois of agreeing the price of that quote.---Yep.

And was it your understanding that once you put the quote in, that you were effectively guaranteed to get that job?---Yeah, I was under the assumption that that job's mine now, that's it.

So your assumption was once you put the quote in, that that job was yours. ---Yeah.

20 And you knew that you had to pay a cut of the profits to Mr Dubois.---Yeah.

So was it your understanding that the cut you had to pay to Mr Dubois was in effect the price of obtaining the work?---Yeah, that's right.

And was it your understanding that if you continued to pay Mr Dubois a cut of each job, that you would effectively be guaranteed an ongoing flow of work?---Yeah.

It was essentially - - ?---Basically that's what it is.

30 You scratch his back and he'll scratch yours effectively.---That's right, yeah.

That was the nature of the agreement.---Yeah.

Now, you've given evidence that you understood that the cuts that you were asked to pay to Mr Dubois were in respect of project management that Mr Dubois was doing.---Ah hmm.

40 But you knew, as you've already said, that Mr Dubois was working for the RTA. Correct?---Yeah, as a project manager, so when he told me he was working as a project manager with the RTA, that's all I know. Didn't ask him, it's his business, I don't know, you know, I don't intervene in that section, I'm just doing my section. So he's a project manager, so a project manager's role is just to manage work, get the jobs out, and that's it.

Sure. So you understood part of his role was to award contracts to people like BMN.---I didn't know that he was like, like, that's what I'm saying, like, him giving me the opportunity to work, I didn't think about it the way

you're asking me the question about whether he was awarding it (not transcribable) I didn't know any of that, I just know that I got the job and that's it.

Well, did you - - -?---And he had the higher role of managing the project and (not transcribable) that's it.

10 Did you assume that he was an employee of the RTA?---No. Oh, yeah, I knew that he was working but I didn't know how the system was working with the RTA, how the system works with, with on, within the RTA, like, I don't know anything about it.

All right. But you - - -?---In my mind he's a project manager, that's it.

But you knew that he had been engaged by the RTA one way or another, to do some project management work.---Yeah. Well, the first job he offered me is the first time I ever knew about it, so prior to that I don't know nothing about it.

20 But you must have assumed, didn't you, that he was being paid something by the RTA to do the work that he was doing?---I didn't, oh, it didn't really come across my mind, that's the truth, so - - -

All right. You say that didn't cross your mind.---(not transcribable) like I didn't think about that at all.

And then in terms of the project management work that you thought he was doing, just taking the Highco job at Twelve Mile Creek as an example. ---Yeah.

30 You recall that job that we talked about before lunch.---Yeah.

So in that instance you engaged Highco, the subcontractor.---Yeah.

Highco then did all of the work. You popped in at the end to check that the work was done, and then payment was received from the RTA.---Yeah.

40 So in that job for example, Mr Dubois didn't do anything at all, did he, in a project management role?---As far as I know, I don't know, so I don't know if he done anything behind the scenes or anything like that, but no, as far as I know I didn't see nothing so - - -

And then at the conclusion of that job, after you received payment from the RTA, you were asked by Mr Dubois to pay to him what I understand to be a relatively large proportion of the profits.---Yeah.

So it must have struck you, didn't it, that there was something a little bit fishy going on with this arrangement? I mean, Mr Dubois, to your

observation, hadn't had any role at all in terms of project managing this job.---Yeah.

But then at the end of the job, you were being asked to pay him quite a lot of money, which you understood to be a project management cut or commission.---Yeah. It didn't really strike me back then, but thinking about it now and all that, yeah, it doesn't make, it doesn't make sense. But behind the scenes, whether he, what he was doing, I'm not sure whether he went out to the jobs or not, oh, even though, like, I don't know, that's, that was it.

10

So you maintain that at the time you had no suspicion whatsoever - - -?
---Nah, not at all.

- - - - -?---Nah. Like I said, like - - -

- - - or unusual about you being asked to pay part of your profits back to Mr Dubois?---It was like part of, like for me it wasn't like that, I didn't think about it was my profits, he's taking my profits. It was, for me it was like, his commission, you know what I'm saying? So - - -

20

All right, and how did you feel about having to pay Mr Dubois a sizeable commission?---Didn't really, didn't really think about it too much.

It didn't bother you at all?---Like, no, because I was working, ongoing work is coming in, so to me it was like, that was it, that was the agreement, so - - -

Was the work that you were doing for the RTA lucrative, notwithstanding the cut that Mr Dubois was taking?---What do you mean, like - - -

30

Well, was it profitable? Was it worth your while, doing the work?---It was all right, yeah, it was, I was making money, and it was, you know, paying the wages and paying the materials and it's ongoing work, so - - -

So was your main – I withdraw that. Was the main benefit for you the fact that it was an ongoing source of work?---Yeah, like I had work coming in.

And did Mr Dubois ever ask for an invoice in respect of the project management fees that he was charging you, that is, the cut that he was asking you to pay him?---Nah. No, I don't remember him ever asking for an invoice.

40

So there was never any sort of documentation in relation to that?---Nah, just straight, whatever the job, the whole total thing, I'd send it straight to him, that's it.

Now, you recall before lunch I showed you that you did the last three jobs for the RTA in 2011, in mid-2011.---Yeah.

And the final payment from the RTA to you was on 20 June, 2011. And shortly after that date, three cheques that you'd written to MWK Pty Ltd were presented. Now, after that point, you didn't receive any further work from the RTA.---Yeah.

You recall that?---Yeah, I remember, like, there's no more work.

10 So are you able to assist us with why it was that after you did as Mr Dubois had requested and paid him a cut of each job that you received from the RTA, why it was that the work then stopped?---Honestly, I don't know, but I just remember him saying there's no more work. So I thought in myself that he's engaged some other electrician. That's how I thought about it. So I didn't care, like, there's no work, I don't care. I've got other jobs to go, so, yeah.

So you didn't ever have any sort of falling-out with Mr Dubois?---Nah.

20 You didn't ever - - -?---I can't remember, I can't remember ever having a falling-out with him, no.

Were you puzzled when the work stopped?---Yeah, I was. I was like, shattered. Like I wanted to stay working. But it is what it is, like - - -

Well, did you ever suggest to Mr Dubois that you could perhaps increase his cut in order to retain the work?---Nah. I didn't speak to him. I didn't see him ever after that. No.

I see. But was it in a conversation - - -?---Nah.

30 - - - that Mr Dubois told you that there was no more work?---It would have over either a phone call maybe. I would have enquired about, is there any more work, and that there was no more work, I think.

Did you ever express any sort of opinion to Mr Dubois about the fact that you had to pay him a cut?---I don't think so, no. I can't remember, no, I don't think I've ever had that issue.

40 You didn't give Mr Dubois any reason to think that you weren't happy with that arrangement?---I can't remember that, nah. Oh, it could've been, but I can't remember now, like - no, it was, I remember clearly that there was no more work, that's it, that like, that - - -

No more work for you, as you understood it?---No more work for me, as in, but he was saying there's no more work, so - - -

Because clearly there would have been ongoing electrical work.---Yeah, I, like, in my head I already knew that, like, I know how it is, so, he's engaged

somebody else to do some work, who knows why. But I didn't care. Like, I just moved on, you know what I'm saying? Yeah.

Thank you, Commissioner. I don't have any further questions for Mr Najjarin, and he can be excused from his summons. Unless someone wants to question - - -

10 THE COMMISSIONER: Yes. I take it there's no application by anyone present to cross-examine the witness? Very well, no application. Very well. Thank you for your attendance, Mr Najjarin. You are excused.---Thanks a lot.

THE WITNESS EXCUSED

[2.40pm]

MR DOWNING: Thank you, Commissioner.

20 THE COMMISSIONER: Yes, Mr Downing.

MR DOWNING: The next witness is Abdula Nachabe.

THE COMMISSIONER: Yes. Yes, come forward, Mr Nachabe. Is Mr Nachabe legally represented?

MR NACHABE: No.

30 THE COMMISSIONER: You're not. Very well. Mr Nachabe, do you wish to take an affirmation or do you swear on the bible?

MR NACHABE: The Koran if it's available.

THE COMMISSIONER: Very well. I'll have my associate administer the oath.

THE COMMISSIONER: Thank you. Just take a seat there. Mr Nachabe, there are provisions in the Independent Commission Against Corruption Act that entitles a witness to object to giving answers to questions or produce documents. If a witness objects then the witness still must answer the question or produce the document but the objection means that the evidence you give in these proceedings can't be used in other proceedings except for
10 proceedings that are arising by way of prosecution for an offence under the Independent Commission Against Corruption Act. An example of that is if a witness gives deliberately false evidence, that's perjury and it's an offence. The witness could be prosecuted and the evidence given at these proceedings could be used for that type of situation. Otherwise the evidence can't be used, as I have said. Do you wish to object to giving evidence for that purpose of the provisions of the Act?---No.

You would prefer not to? You're entitled to if you wish but you're not obliged to. It's a provision in the Act which provides some level of
20 protection for a witness so that the evidence can't be used in other proceedings as I have just explained to you. So you're entitled to object and receive that protection if you wish.---Yeah, sure.

Or if you don't wish to, it's a matter for you.---No, yeah, sure. I, I accept.

I'm sorry?---I, I accept that.

When you say you accept that, that means you do wish to object on that basis or not?---Object, as in not give evidence or - - -
30

No. You still have to give evidence whether you object or not.---No, I don't object.

You don't object?---I, I don't object.

All right.

MR CLARK: Commissioner, would it be of any assistance, I'm happy on a pro bono basis, even though I'm representing a separate party, I don't see
40 any conflict. I would have no difficulty in speaking to this gentleman outside for a minute or so just to explain to him what it is that's being offered to him.

THE COMMISSIONER: Yes. Well, I thank you, Mr Clark. Yes. Thank you for your – Mr Downing, I don't see why that should not take place.

MR DOWNING: No, Commissioner. On that limited basis, I have no difficulty at all with Mr Clark having a word to - - -

THE COMMISSIONER: Indeed it may be that you yourself could explain the provisions to the witness but I'll leave it to you both to decide.

MR DOWNING: Thank you, Commissioner.

THE COMMISSIONER: So I'll adjourn for just a few minutes and let me know when you're ready to proceed.

10

SHORT ADJOURNMENT

[2.44pm]

THE COMMISSIONER: Yes, we're ready to proceed?

MR DOWNING: I think we are, and I know that Mr Ishak has had a word to Mr Nachabe that may be that he now wishes to take the section 38.

20

THE COMMISSIONER: All right.---Yeah, I seek to take the objection.

So, oh, you do wish to object?---Yeah.

All right. You do understand that the obligation to tell the truth remains. That is, you must answer each question and you must do so truthfully. You understand that's your obligation?---Yes.

30

Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by the witness, Mr Abdula Nachabe, and any documents or things that may be produced in the course of this public inquiry are to be regarded as having been given or produced on objection. Accordingly, there's no need for him to make objection in respect of any particular answer given or document or thing produced.

40

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 ABDULA NACHABE, AND ANY DOCUMENTS OR THINGS THAT MAY BE PRODUCED IN THE COURSE OF THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION. ACCORDINGLY, THERE'S NO NEED FOR HIM TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.

THE COMMISSIONER: Yes, Mr Downing.

MR DOWNING: Mr Nachabe, could you please state your full name?
---Abdula Nachabe.

When you speak, if you please just try and keep close to the microphone,
because it does need to pick it up as your evidence.---Yep.

THE COMMISSIONER: Just keep your voice up, keep your voice up a bit
too. Thank you.---Yep, sure.

10 MR DOWNING: And if you could confirm your date of birth, please?---
[REDACTED], 1983.

Now, it's correct you are the younger brother to Gamele Nachabe?---Yes.

Now, it's the case, isn't it, that you grew up in Bankstown in Sydney?
---Yes.

And attended [REDACTED] School?---Correct, yes.

20 And after finishing year 12, you then went on and did a Bachelor of Civil
Engineering at [REDACTED].---Yes.

And then after completing your bachelor's degree, you then did a master's
in Structural and, is it - - -?---Foundations Engineering.

Foundations Engineering.---Yeah.

Also at [REDACTED].---Yes.

30 Now, as far as your work history is concerned, it's correct, isn't it, that
between 2008 and 2011, you worked at Kellogg, Brown & Root?---Correct.

And that was in Sydney?---Yes.

And your position was that of a structural engineer, correct?---Correct.

And is it the case that during that period that you worked in what was
known as the Structures Team?---Correct.

40 Now, during the period you worked at Kellogg, Brown & Root, it's correct
that you met a colleague, Mr Ahmad Al Banna?---Yes.

I think he was a gentleman who'd originally come from Jordan.---Yes.

But he was working as a senior structural engineer, correct?---That's right.

And he had started at Kellogg, Brown & Root a little bit before you.---Yes.

Just thinking about your period of work at Kellogg, Brown & Root, it's correct, isn't it, that while you were working at that organisation, it was engaged by the RTA to do a particular job?---Yes, correct.

And do you recall that that job involved doing inspections of weighbridges and doing reports on them?---Yes.

10 Were there any other jobs, or just that one job, during your time?---No, the Roads Team had several jobs, but that was the Roads Team. But yeah, in Structures, I recall that was the only job.

Do you recall that the contact at the RTA for the purposes of that job that Kellogg, Brown & Root had was Mr Alexandre Dubois?---Yes, I recall that.

Now, separate to him being the contact for that job, it's correct, isn't it, that you knew him and had known him for some years prior?---Yes.

And is it the case that you knew him through the gym?---Correct, yep.

20 And can you just confirm what gym that was?---Bankstown Train Station.

So you both went there at a particular time and used it as patrons, I take it? ---Oh, we didn't train together, but yeah, we'd sort of crossed paths there a lot of the times.

So you at least knew him by name, I take it?---Yes, yeah, of course.

And so someone you'd spoken to?---Yes.

30 And did you have, for instance, contact details for him, whether it was phone number or email or something of that nature?---Sporadically, yeah, because he'd always change his number and stuff and sometimes sort of go MIA, but - - -

Now, can you recall when you first met him through the gym whether his name was as Alexandre Dubois or something else?---No, when I first met him, I knew him as Hussain or, or Huss, we used to call him Huss.

40 Did you understand that his name at that stage was Hassan Habbouche? ---Yes.

And did you subsequently learn that he changed his name to Alexandre Dubois?---Yeah, at some, some time later, yeah.

Can you recall, again thinking about when you first met him, what he was doing at the time? Was he studying, was he working?---He was working, I believe, in what he studied to be, like in computer and so-called type of engineering. But he, he used to work in a few different firms, obviously in

the CBD or thereabouts, and we used to catch the train and sometimes cross paths on the train on the Bankstown line, getting to work in the morning. This is once we were employed, but when I did first, first met him, he was probably, I'm not sure if he was employed or not, but I do know he was still completing his degree.

Now, bearing in mind – I think you've agreed with me that your time at Kellogg, Brown & Root was 2008 to 2011.---Yep.

10 I take it you met him at the gym prior to that time.---Yep, correct.

So was that while you were still studying?---Yes.

But you understood he at that point had got some form of work in the city, is that the case?---Oh, I'm, I'm not – I'm talking about when I was employed at Kellogg, Brown & Root, I knew at that point he was employed, but prior to that, I'm not sure if he was employed, when I was studying or when I did know him prior to that.

20 It's the case, isn't it, that by the time you were working at Kellogg, Brown & Root, he is the contact for a particular job involving weighbridges that Kellogg, Brown & Root does?---Yes.

And at that point, he's at the RTA.---Correct, yes.

Now, just thinking about that, it's correct, isn't it, that during that period you were working at Kellogg, Brown & Root, it was just after the global financial crisis?---Yes.

30 And do you recall that there was a time when you were encouraged to try and contact leads to see if work could be generated?---That's right, yes.

And did you contact Mr Dubois for the purpose of seeing if you could generate some work?---Yes.

And at that point I take it you'd learnt that he was working at the RTA? ---Correct.

40 And I take it you had some understanding that the RTA was a New South Wales statutory authority in charge of roads?---Yes.

So that for instance it looks after driver's licensing?---Correct.

I take it you're also aware that it looks after registration of cars?---Correct.

But also road-related infrastructure.---Yes.

Now, you contacted him, and did he then indicate that it may be that he had some work that involved doing inspections of weighbridges that might be appropriate work for Kellogg, Brown & Root to do?---Yes.

And in fact it's the case, isn't it, that Kellogg, Brown & Root then did obtain that work doing the inspections and preparing reports in respect of weighbridges?---Correct.

10 But thinking about that job, even though you were the connection that led to Mr Dubois being contacted, did you actually work on the job?---I didn't.

So did you understand that some of your colleagues at Kellogg, Brown & Root were going out and doing inspections of particular weighbridges?
---Yes.

And then reporting on their condition?---Correct.

But is it the case you didn't go out and do any of those inspections?---No.

20 And did you actually write any of the reports?---No.

Just in that regard - - ?---I did probably – sorry – I did probably edit, do some editing on the reports, but I didn't write the reports.

Well, just in that regard, if we could go, please, to volume 8, page 50. You'll see, looking at the email, not at the top of the page but the next one down, on 8 September, 2009, Mr Dubois sends an email to Ian Connolly at Kellogg, Brown & Root.---Correct.

30 And was that one of your superiors at Kellogg, Brown & Root?---He was a project director, I recall.

Right. And you'll see that the email goes to Mr Connolly, but also cc'd to Stuart Pringle and Kim Finch, and I want you to assume that they are people that work within the RTA, but also cc'd to you.---Yeah.

40 And you'll see that – take a moment to read the email to yourself, but it's Mr Dubois indicating to Mr Connolly that following on from a discussion the previous day, the RTA wanted Kellogg, Brown & Root to do some site integrity inspections on seven listed weighbridges.---Yeah. That would have been the first, like, initiation I, I, I guess, of the work being engaged, like, just as an interest I guess.

And just in terms of the time frame, you'll see that that was 8 September, 2009.---Yep.

So that's a couple of years into your – or sorry, a year or so - - ?---A year.

- - - into your work.---Yeah.

Can I get you then, please, to go to page 52, and you'll see on 8 April, 2010, a Mr Adam Gaffney at Kellogg, Brown & Root sends to Mr Dubois and copies to a Katrina Willis at Kellogg, Brown & Root, PDF copies of all of the reports of the weighbridge inspections previously issued. And just can I take you to one by way of example. Can we go, please, to page 53. You'll see that this is a report in respect of the Chinderah heavy vehicle checking station weighbridge.---Yep.

10

Dated 22 January, 2010. And if you go to the next page, page 54, you'll see that there's a revision history there and it indicates who it's originated by, checked by and approved by.---Yeah.

You're not one of those people, either in terms of being an originator, a person who checked or a person who approved that report for Chinderah, but can I take you, please, to page 80. And you'll see that that's the report from Kellogg, Brown & Root in respect of the Mount Boyce weighbridge.---Yeah.

20

Dated 22 January, 2010. And if we go over to the next page, under the revision history it does indicate that the preliminary draft and then the version for use were originated by you, but then checked by Mr Gaffney and approved by Mr Herman. Now, you indicated a moment ago you may have had some role in the drafting process.---Yeah. And from what I can recall, David Duffield was my colleague on the project doing this. He done all the site inspections.

30

So he's the one that actually went out into the field and inspected them? ---Yep. So he had the confined space training and was able to enter the weighbridges and conducted all the inspections. I recall that possibly during that period where he had to do the reports he had drafted most of them and he had either moved on, because I did remember that he did leave or resign from KBR while I was there and he took on a council job. Now, I'm suspecting that that would have happened around the time these reports needed to be obviously worked on and finished. So, whatever maybe didn't get finalised, I probably would have just patched them up or cleaned them up and then that's why maybe my name's on there but I didn't originate them or, or take any of the inspections or work orders down.

40

All right. So to the extent that there's any reference to you being an originator in a report, it would have been an involvement as you've just described where someone else, Mr Duffield was it, that went out and did - - -?---David Duffield, yes.

- - - the inspection, would have done the original draft and you'd had some role in, in effect, tidying it up for publication?---Yeah. I was very well

known at KBR for that, so, report writing and finishing and stuff like that.
So - - -

Now, it's the case isn't it though, that KBR did a number of such reports where it went out and inspected and then reported on the condition of weighbridges?---Yes.

And in effect you were the person that generated that lead and that work?
---Correct.

10

So Kellogg, Brown & Root obviously earned some income through the work it then did for the RTA?---Yep.

Thinking about that period then when it was doing, that is Kellogg, Brown & Root was doing this inspection work and the report writing in respect of the weighbridge inspections, did Mr Dubois at any point speak to you about, in effect, wanting something in return for that work being generated?

---Oh, oh, he didn't approach me about any of that. So I had no dealings on a contract basis with how it was all sort of engaged and stuff.

20

And did it make any difference to your income as you were earning it from KBR?---No.

So I take it you were on a salary?---Yes.

So no bonuses or anything relating to generating this work?---No, no.

Now, you've confirmed that you knew Mr Dubois outside of work through your connection via the gym.---Yes.

30

I just want to see if you're also familiar – and I'm really thinking about the time at which you start to do work through A&A Structural which I'm going to come to in a moment, but which was in 2011. You recall that, don't you?---Yep.

As at the time of you starting out with A&A Structural, can you tell me if you were familiar with any of these people? So first of all, Mr Barrak Hadid.---I, I knew Barrak from years and years before but just as a family sort of relationship but - - -

40

And can I just try and clarify the family relationship? Is it that he was – is he related via your brother Gamele's wife?---Correct, yes.

So is it Gamele's wife, so your older brother's wife's maiden name was Chamsine?---Correct, yes.

And Barrak Hadid is related to her?---Yeah. So, his, his father is her uncle. Yeah.

So you had known him as a – somewhat distant – but a relative for some years?---Yeah. I, I knew of him and knew him but it's been years and years since I had seen him at, at around the time of 2010/11. So - - -

So you hadn't seen him for some years?---Yeah, some years, yeah.

But did you then come into contact with him in the course of the work that you were doing for Mr Dubois?---Yes.

10

And did you learn that he was performing contract work for Mr Dubois?---I didn't know like, like, straight away what he was doing but at some point, yeah, I did learn that he was doing contract work but how I came into contact with Barrak was I actually engaged him to do some internal fit-out work for my company at the time, around maybe 2011/2012.

So that's A&A Structural?---Yes.

20

So you actually got him to do some, what, work on your offices or something?---Because what I knew of him is he's an, he does, like, interior fit-outs and gyprock type work and framing and that's what I knew Barrak does. That's what I engaged him to do and he actually did carry out some of that for me.

Sorry, on an office for you?---Not for me. I had a client which I done some structural work for and he needed a fit-out so we contracted it, I, I subcontracted his company, I believe, at the time, around 2011/12. I don't remember exactly but - - -

30

And you did it because you knew of him as someone that worked in fit-outs?---Yes.

You knew of that because of your previous knowledge of him through your family connection or because Mr Dubois had put you into contact?---No, no. Because of my previous family connection, what I knew of him.

So that you have a client that you're doing engineering for through A&A Structural.---Yep.

40

They need some fit-out work and you engage Mr Hadid.---Correct.

Now, did you also learn, perhaps through that process, that he was working effectively as partners with another gentleman, Mr Chahid Chahine, known as Hoody?---Yes.

And was Mr Chahine also part of the job that involved Mr Hadid doing work for your client, the fit-out work?---Yeah, so that's when I first met

Hoody. Well, I knew, that's all I knew him as, Hoody. That's when I probably first met him.

And did you then, did you at that point learn that they were doing work through a particular company?---They had their own partnership, I understood.

Do you remember the name of the business they were operating?---I don't remember, to be honest.

10

Does Complete Building Fitout sound at all - - -?---Potentially. I, I can't, I can't be certain, to be honest. It's been 10 years, so.

In any event, you engage Barrak, and then ultimately learn as Barrak and Mr Chahine as well, to do this particular project for your client.---Yep.

And then do you subsequently learn through Mr Dubois that they are also doing work for him?---Yes.

20

And can you recall in what circumstances you learnt that?---I don't really know the times or days or exact conversation, but, yeah, it became sort of apparent that they were doing some work because, at the time, I probably recall that when they were working or asked him to work for me or do whatever fit-out work that was to be done, they did state that they had to do some travelling or, like, road travels to do some RTA-type work, and then I kind of, yeah, learned that, yeah, obviously doing some work for, for Alex.

30

Now, separate to Mr Hadid and Mr Chahine, as at the time you started out with A&A Structural, did you know Mr Hassan Alameddine?---I don't know him.

What about Mr Towfik Taha?---I don't know him.

Also known as Zac Malas.---Have no idea.

Mr Hussein Taha?---Don't know him either.

Also known as Adam Malas.---No idea.

40

And also known as John Goldberg. Don't know them?---(not transcribable) familiar, yeah, those names are definitely not familiar.

Now, it's the case, isn't it, that in early 2011 that you were made redundant at Kellogg, Brown & Root?---Yes.

And could I ask that you have a look at the document, please, volume 8, page 143. And do you see it's a – looking at the email at the bottom, an

email from you but using an email address
abdula.nachabe@[REDACTED] to a Mohammed, is it Danawe?---Yes.

Maher Chamsine, Jihad Shalak and Mr Dubois.---Ah hmm.

And you indicated that you “wouldn’t be working for KBR no more”,
you’ve been made redundant. And then sign off saying you’d speak to them
soon.---Yes.

10 So just pausing there, I take it that was right at the time you’d been made
redundant?---Correct.

And dealing just with – Mr Dubois we know. Maher Chamsine, is that the –
that’s Mr Hadid’s cousin, isn’t it?---Barrak Hadid’s cousin, yes.

Barrak Hadid’s cousin. Thank you. And related, therefore, by marriage to
you and to your brother.---Yes, so he’s the brother of my sister-in-law.

20 So, okay, thank you. Now, is it the case that in the period leading up to your
redundancy that you had any idea that redundancies are on the cards at
KBR?---There were several rounds, yeah.

30 So is it something that had been raised that was a possibility through your
time there?---Oh, yeah, well, I mean, we discuss it because, you know, it
was just after the GFC and redundancies were happening everywhere, so it
was a point of discussion every now and then amongst mates and how
things are going at their firm where they’re working and stuff like that. I
had several friends being redundant from their positions, and then
eventually 2011 was when KBR had that round and I was one of them, so - -
-

And I take it there’d been some slowness of work at KBR, hence them
asking you to, in effect, go out and find leads and try and generate work?
---Correct.

Leading to you contacting Mr Dubois and that weighbridge work coming
in.---Yep.

40 In any event it obviously wasn’t enough for your job to be retained so that in
2011 in the beginning of the year you were made redundant?---Yep.

Had you and Mr Al Banna had any discussions before you got told that you
were to be made redundant about possibly going out on your own?---Yeah,
definitely.

So was the idea that you might start your own, effectively, an engineering
consultancy to go out and try and generate your own work?---Yes.

And thinking about it now, how far back before January 2011 do you believe that you discussed that with Mr Al Banna?---I'd probably say several months. I don't recall exactly when the company was registered but it would have been a few weeks prior to the registration date. So, I'd say about probably mid-2010 maybe.

Well, just as to when the company was set up. If we could go, please, to volume 8, page 1. And you'll see that A&A Structural, according to the ASIC search was registered on 3 March, 2011.---Okay, yep.

10

So looking at that and noting that you were made redundant, it would seem that on or about 31 January, when you sent the email to Mr Dubois, Mr Chamsine and others, does that then accord with your recollection that perhaps later in October or November, say 2010, that you were having some discussions with Mr Al Banna about possibly doing something together? ---Yes. We, we actually had, I already looked at a few projects while we were still employed as potential projects we can work on straight away but they never eventuated, but, yeah, once we got made redundant, obviously other opportunities arose and one of them was with Alex.

20

And if we could go to the next page, please. As far as the company addresses are concerned, it's the case, isn't it, that the registered office that's listed there is your home address?---Yep.

As is the principal place of business?---Yep.

And as far as directors are concerned, you'll see that you are listed as the director from 3 March, 2011, onwards.---Yes.

30 Mr Al Banna is a director from 3 March, 2011, to 31 August, 2011.---Yes.

And you'll see under the share structure at the bottom, you'll see that the class of shares is ordinary. But if we go over the page, there are 100 shares and as far as the share holdings are concerned, you are listed as a shareholder with 100 and Mr Al Banna is listed as a previous shareholder with one.---Yeah. That was when he ceased to be a director I believe.

40 And I just wanted to ask you about that. It's the case, isn't it, that you and he operated the business from March to the end of August 2011 together? ---Yes.

But there was some disagreement about the way in which the business would operate in terms of the financial return to each of you?---Correct

And he ultimately ceased having any involvement at the end of August 2011?---Yep.

And can you just tell us in brief terms what the nature of the disagreement was that led to his departure?---It was kind of like just him claiming that he's got several years more experience and much more superior in terms of his position. So therefore he expects to have a lot more, sort of, allocation of profits and we couldn't come to an agreement. I had several proposals in terms of, you know, we should be both on different salaries, I would agree with that, where he's rewarded for his experience and then the profits in the end just get split fifty-fifty but he didn't want anything to do with that. He just wanted a straight sixty-forty split and I just sort of saw that as unfair and eventually he just, yeah, decided to cease to be involved so I was happy with that.

Well, for the period that you were both running the business, that is from March until the end of August 2011, the company did some work?
---Correct.

And I take it earned some money as a result?---Yes.

And how was that split between you during that time, whether it was taking out a wage or trying to split profits?---I, I think what I did was give him what he requested just to sort of be done with it.

So that was just a sixty-forty split of any earnings?---Yeah. I, I recall something along those lines. I just gave him what he wanted to be done with it but the exact figures and stuff, I don't, I don't recall.

But ultimately, your attempt at trying to negotiate something involving him having a higher salary but splitting profits weren't agreeable to him, so you, sorry, weren't - - -?---Correct. So I, I, well, what I proposed was we just be on the same, replicate the same packages we were on when we were at Kellogg, Brown & Root – obviously he was on a higher package – replicate that in the business, and just split the profits. And I saw that as fair, but he didn't. And, yeah, I think in the end I just gave him what he requested, and - - -

On an interim basis?---No, on the basis that we just split and that's it.

All right, thank you. Now, it's the case, isn't it, that before you finished up at Kellogg, Brown & Root, Mr Dubois had asked you for some input or help in the drafting of a particular scope of works document that he was having to draft himself?---Yes.

And do you recall that that was related to the inspection of gantry structures at various locations around the state?---Correct.

And did you understand at the time that that was a job that he was looking at allocating at some point, so he was trying to come up with a scope of works

that would then be used in order to retain engineers to go out and inspect the gantry structures and report on them?---Correct, yes.

Can I ask you to go to volume 8, page 141, please? There's a series of emails here. The first of them in time starts at the bottom of page 141. You'll see it's from, is it ebahcan@[REDACTED] to Mr Dubois, dated 11 January, 2011.---Yep.

10 So if we bring the cursor down to the bottom of the page. And you'll see that goes over the page to 142, but can we go back to 141, and you'll see, starting with that email, I'm just going to ask you to read through them, but can you just first of all confirm for me that that email, that ebahcan@[REDACTED] was an email that you were using in a personal capacity?---Yeah.

And if you can read through this – first of all, just read through that email and tell us when you've read to the bottom of point 2, and we can go to the next page.---Yep.

20 So if we can go to the next page, please, and tell me when you've read down to point 7.---Yep.

Now, just looking at that, this email that's sent by you on 1 January, 2011, I take it you were sending it from outside KBR?---Yep.

And you were doing so because, in effect, he was asking you for some input or some advice not in a work capacity in the sense that he was retaining KBR, he was asking you for some personal help.---Yeah, well, I wasn't employed by KBR at the time, I don't believe.

30 Well, that's 11 January, 2011. I can take you back to the email. It was 31 January when you sent an email saying, "No, not working at KBR anymore."---Okay, yep, all right.

Just so that – I don't want to feel misled - - -?---No, no, it's fine.

40 But if we go back to page 143, you'll see that that's the email you send on 31 January, 2011, so that's 20 days later, and it is using a different email address. Just by the way, what is the SRWPalliance.com email?---That's one of the projects that I was involved in in Brisbane, which I spent several weeks there.

Working on through KBR?---With KBR, so it was an alliance with Lendlease, and it was the SRWP Alliance.

But that would tend to suggest that email, would you agree, that it was only very recently that you'd been made redundant on or about the 31 January? ---Yep. Yep.

So if we go back, please, to page 141, to the email at the bottom of the page, would you agree that it would seem at that point that you were still working at KBR?---Yeah, yep.

But it seems that you're using a personal email address to send this bit of advice to Mr Dubois in respect of the client brief for the heavy vehicle checking station structural integrity reports.---Correct, yep.

10 And you'll see from the wording that you're giving him some of the benefit of your knowledge in terms of what might be included in the scope of works.---Yes.

And in effect, I take it, you understood he was asking for a favour.---Yeah, well, I don't know if you'll call it a favour, but it was work that he was trying to establish so he can allocate budgets for, for the coming year. My understanding was he needed work done on the Safe-T-Cam IT system and monitoring, and he needed to ensure that the money that's being spent on the rollout of the program is not being sort of undermined by it being
20 installed on dilapidated structures which nobody knows about out in regional New South Wales. So his thoughts were we're going to be spending, you know, millions of dollars on this program, but we're going to be installing it and utilising infrastructure which is existing, and we don't know anything about it. And sort of that came, that, that became sort of apparent after we had completed the weighbridge inspections, and it sort of highlighted, you know, the general condition of, you know, what happens to these structures over time when they are pretty much not maintained regularly or abandoned in the middle of highways. You know, structurally nobody really spends time to go and have a look at them, so - - -

30 I understand. But whereas KBR was retained to go out and do those inspections and report - - -?---Not those inspections for the, not for the - - -

The gantries.--- - - - gantries, no.

Do you recall - - -?---But that's what brought up the idea of we should (not transcribable)

40 Understand. But do you recall any discussion with him at the time, that is at or about 11 January, where you send this email, where he explains to you that he needs some help in trying to get together the brief in order to have these inspections done of the gantry structures?---Yes. Yes. There was that conversation.

And I take it you must have understood from the fact that you send this email using your private email address - - -?---Yes.

- - - that this wasn't a job that KBR was being asked to, in effect, do paid work on?---No. No.

So were you really treating it as a bit of friendly advice between, you know, someone you knew from the gym but someone that also did work in the area that you had some familiarity with?---Pretty much, yeah.

10 Was there, at that point, bearing in mind that this is 20 days before you are made redundant, do you believe you've had any discussion with Mr Dubois about redundancy possibly being on the cards for you?---There was always that, there was always that probability, but I don't recall having that discussion with him. But it was, you know, a known fact that, for weeks and weeks, we've been on overhead costs and not assigning any of our hours each week to projects, so - - -

I understand - - -?--- - - - it was like a looming inevitable outcome that redundancies were around the corner.

20 I understand that from your point of view that it was something that you knew might be on the horizon when you turn up to work each week, but I'm really trying to focus on things you might have discussed with Mr Dubois. ---Yeah, I don't recall I would have had a particular discussion about it with him.

30 So just focusing on then, perhaps, 11 January, 2011. Do you think at that point you'd had any discussion with him about the fact that you might be out of a job?---No, I don't recall that I would have had that discussion with him, but like I said, we were already, me and Mr Al Banna had already had conversations, like I said, weeks, probably around the middle of 2010 about potentially - - -

Doing some together.--- - - - doing something together, yeah.

Do you think it's likely that by 11 January, 2011 that you'd said anything to Mr Dubois about the fact that you and Mr Al Banna might go out on your own account and do some consulting engineering?---Yeah, I potentially would have raised that potential to him, yeah.

40 Do you think it's possible that you had, at that point, said anything to him about whether there might be work that you could do, perhaps of a similar nature to what you'd brought in before in respect of the weighbridges? ---Probably, yeah.

And do you recall if he had said anything to you about whether, for example, the work checking and reporting on the structural integrity of gantries might be something that, if you did go out on your own account, you might be able to do?---Potentially, yeah, that would have taken place.

Do you recall if there was such a discussion or - - -?---I don't recall it, to be quite honest.

I take it from what you're saying, though, you accept that given the type of relationship you had with him, that's something you may have mentioned?

---Yes, definitely.

10 Do you recall if he said anything to indicate that he would be able to either offer or guarantee work of that nature if you went out on your own?---He never guaranteed anything, no. Definitely didn't because obviously when they, when we got made redundant we didn't go and register a company straightaway, we, it was like a few weeks after that, but yeah, no, he didn't guarantee me anything.

Did he say, as best you can recall, something to the effect of, "Well, if there's work that might be suitable, I'll let you know?"---Definitely, yeah.

20 And do you believe that he said something specifically about that work you were helping him out with in January, that is the scope of works for the overhead gantries?---No. One thing about Alex is he never promises you anything, so it's like he'll just keep his cards closed and just let you know what comes up in the near future.

Is that your experience with him over - - -?---That's my experience with him, yeah.

30 Over time. All right. Now, can I ask that you please look at volume 8, page 144. And bearing in mind that it was back on 18 January, 2011 – sorry, 11 January, 2011, you seem to be giving him some advice about the scope of works for the gantry inspections.---Yep.

You'll see on 7 February, 2011, looking at the email on the bottom of the page, he sends to a Mr McCaffery, who I'm going to ask you to assume is someone, one of his superiors at the RTA, a request for quote for the STC structural gantries.---Yeah.

40 And if you go, please, to the next page, you'll see that what he attaches is what's described as the scope of work and requirements of the visual and structural condition of the gantries.---Yeah.

Now, we can go into further pages of it, but does that appear to be what you had been sent by him and you'd been giving him some advice about?---Yes.

And just in that regard, can you go, please, to page 151, and you'll see there's a scope of works there that's just general, but if you look right at the bottom of the page, there's specific requirements for the gantries, bunkers and surrounding equipment.---Yep.

And if you go over the page you'll see that there's then Roman numerals down to 18 setting out the specifics of what needed to be inspected.---Yeah.

And then if you see the locations, there's the heading, Locations, at the bottom of page 152. If you go to the next page, 153, it lists the various locations around the state.---Yeah.

And does that appear familiar to you as the document that you gave him that input into back in mid-January?---Yes.

10

Now, ultimately you recall, don't you, that you were asked through the company that you then set up, A&A Structural Solutions, you were asked to submit a quote for the gantry inspection job?---Yes.

And as far as A&A is concerned, for convenience sake if I just refer to it as A&A you know the company that I'm referring to.---Yeah, sure.

If we could go, please, to volume 8, page 161. And do you see on 14 February, 2011, Mr Dubois sends an email to
20 a.nachabe@[REDACTED] with a request for quote for the gantry structures?---Yep.

And just pausing there, you'll notice that the email address is one that had been set up for A&A Structural Solutions by then.---Yes.

So I take it that even though this is before the date on which the company was registered, that you were taking steps to set the company up at the time. ---Yeah, I suspect that we would have wanted to find the right domain and register that before we registered the company name, but yes.

30

And you'll note that Mr Dubois asks for the quote if possible by the close of business 25 February.---Yeah.

And then if you go to the next page you'll see that the document that he sends you to prepare your quote on the basis of, is the document that he'd sent you a draft of and you'd given him input into.---Yes.

And again, bearing in mind that I took you to the search before, this is a couple of weeks before A&A is incorporated.---Yes.

40

But obviously you'd told him by this point that A&A was in the process of being set up, that is that you told Mr Dubois.---Correct.

And so do you accept then that between the end of January 2011 when you're made redundant, and mid-February 2011, the following must have happened. First of all you and Mr Al Banna had made the decision that you would go ahead and set up A&A.---Yes.

Secondly, that you told Mr Dubois that you were going to do that.---Yep.

Thirdly, that you'd had a discussion with Mr Dubois and he'd indicated that he would send you the request for quote for the gantry inspection job?

---Yep.

And, fourthly, that he'd indicated that a quote would then be required for you in order to put yourselves forward to do the job.---(No Audible Reply)

10 Sorry, you just need to verbally respond. Nodding doesn't get picked up on the microphone.---Yes, sorry. Yes.

That's all right. Now, do you recall if he also said anything to you about needing to incorporate?---No, don't know what that is.

Well, that is that you needed to, rather than just being a partnership or being two individuals trading under the name A&A Structural, you needed to actually set up a corporation. Do you recall if he's gave you that advice or made that suggestion?---No, we just set up a company and that's all we
20 knew.

So that was a decision you and Mr Al Banna made completely separate to Mr Dubois?---Yes, yes.

All right. At the point when you were sent the request for quote document, which is, as I've taken you to, an email on 14 February, had he indicated anything then to the effect that you would be awarded the job?---No, he didn't.

30 Did he say anything to you as to what any requirements – sorry, withdraw that – as to any requirements that he had internally at the RTA in terms of whether he needed to get one quote or multiple quotes?---He did indicate that he needs to get multiple quotes, so he needs to go to tender or something.

Did he say anything about whether the number of quotes or whether it went to tender depended on the financial value of the job?---He didn't mention anything specific. He just told me that he needs to get through quotes. That's all he indicated to me.

40 So you understood that you weren't the only people being asked to put yourselves forward to quote for this job?---Yeah, correct.

At that point, that is when you, up to the point where you're invited to put your quote in, did he suggest anything to you to indicate that, perhaps in return for you getting the job, he might want something in return?---He didn't make any indications of that.

Now, you know that ultimately A&A got the job to do these gantry inspections and prepare the reports?---Yes.

And you ultimately became aware, didn't you, that there were, in fact, other engineering concerns that were asked to put in quotes?---Asked of me?

Well, you knew yourself that you'd been asked to put in a quote.---Yes.

10 But you ultimately learnt that others had been contacted by Mr Dubois and asked to quote as well.---Yes, yes.

And it's the case, isn't it, that you learnt something about the other companies being asked to put in quotes during the period when you were preparing your quote?---Correct.

Can you recall what Mr Dubois said to you at the time?---I don't recall exactly.

20 Do you recall any sort of communication with him, whether oral or written, where he gave you any information perhaps about who your competitors were or what their prices might be?---I don't recall, but there were sort of other consultants, which I did come to know of, obviously maybe because he did disclose, and I think maybe GHD was one of them.

And is that, as best you can recall, during the process where you were still preparing your quote to submit it or later?---No, that was after the fact.

So - - ?---I recall that was after.

30 So after you'd been awarded the job?---No, after I had been given the opportunity to tender for the project and I had submitted, I recall that - I don't know exactly. I can't get a chronology.

But breaking it down - - ?---I can't get a chronology.

14 February is the date where I've shown you the email from Mr Dubois, where he requests that A&A put in a quote.---Yes.

40 And as far as GHD is concerned, you're aware that GHD, is it a sort of medium-to-large size engineering firm?---Yeah.

Are they big or - - ?---Oh, I know they are big now. They're multinational. I know they've got presence in other countries.

But as best you can recall in terms of even if you can't remember the dates, in terms of order, you're requesting to put in a quote.---Yep.

At some point you learn that your quote has been accepted and that you are accepted to do the work?---Yes.

You say you learnt that GHD was someone, a multinational engineering firm that was also invited to quote.---Yep.

Do you learn about that before or after you've submitted your quote?

10 ---Well, my recollection would be that Alex did ask me who would be likely candidates to, to get, you know, this type of work done, and I gave him a list of (not transcribable) sorry, companies at him - - -

Just pausing there. Did he not seem that familiar with engineering - - -?

---He wasn't familiar with our field at all, no. Civil, structural - - -

I guess the engineering field in Sydney?---Well, not in our particular discipline. He was familiar with his discipline, which is computers and IT-type stuff, security and - - -

20 As best you can recall, who was on the list of competitor firms that might be appropriate to do this type of work, that is inspecting and reporting on gantry structures?---There was SKM or GHD. There were several companies I threw at him as potential candidates for this type of work.

How many do you believe were on the list that you gave to him?---Oh, I didn't give him an actual list but I did - - -

This was in conversation, was it?---It was just a conversation, yep.

30 How many do you think you mentioned all up?---Probably four or -- probably three or four, yeah.

40 Just in that regard, and bearing in mind that the request for quote that I took you to was on 14 February and requested quotes by the close of business on 25 February. First of all, can I take you to volume 8, page 230? And you'll see that on 25 February, 2011, an Ian Chapman at GHD submits the GHD proposal for the job and if you go, please, to page 231, you'll see the front page of the GHD report. And if we go to the next page to the table of contents at 232, you'll see that's the first page of the table of contents that runs down to page 28. And if you go to the next page, there's then a list of tables. Do you believe you were ever sent this document by Mr Dubois, that is the GDH quote?---I don't recall. Maybe. I don't recall it.

Can I take you to page 252? It's a lengthy document but I'm just going to take you to the prices. And you'll see that as far as the fees that GHD was proposing as part of its proposal, there's a primary offer and an alternate offer. So the primary offer is \$66,463 plus GST.---Yep.

And then if we go to the next page, the alternate offer, you'll see it's \$105,884.---Yep.

So depending on the way in which the work was to be done, there were two alternate offers. Do you recall ever seeing this document and those prices? ---I don't recall, I don't recall it to be honest. No.

But you believe that that was one of the companies that you mentioned that might be appropriate?---Correct.

10

Can I take you then, please, to page 290? And you'll see, again on 25 February, another quote comes in. This time from a Tony Wooldridge at SKM.---Yep,

And you mentioned SKM as another engineering concern that you had mentioned in passing to Mr Dubois as someone that might be able to do it? ---Yep.

20

And if you go, please, to page 292, you'll see the front sheet of the SKM proposal. Does that at all look familiar to you?---It doesn't look familiar but yeah, that's - - -

Sorry, does or doesn't?---Doesn't look familiar.

30

And if you go to page 294, and then 295, you'll see that again it's a lengthy document setting out the proposal with various appendices. But as far as the price is concerned, can I take you, please, to page 322? And you'll see that there are, in effect, two prices. The first one as listed on page 322 is 29,560 but if you go over the page, there's then a proposal that also includes laser survey and 3D survey files processing and that it untimely comes, that's option B at 68,835.---Ah hmm.

Looking at that now, do you believe you've seen that before?---Potentially. I don't, I don't recall exactly.

Can I take you then, please, to page 398, and you'll see that on 28 February, 2011, another engineering company, Parsons Brinckerhoff, submits a quote for this job to Mr Dubois.---Yes.

40

And if we go, please, to page 400, you'll see the front of page of the proposal. Does that appear familiar to you?---It's not familiar, but - - -

In terms of the price, I'll take you through again – it's a lengthy document – to page 429. And you'll see at the bottom, after breaking down the hours, there's then a quote, a total fee estimate which, with all the extras and accommodation, travel, et cetera added in, was \$105,339.---Yep.

Now, do you recall that Mr Dubois in fact sent you this before you put your own quote in?---I don't recall, but potentially. I don't recall.

All right, can I take you, please, in volume 8 to page 441, and do you see the email at the bottom, Mr Dubois on 5 February, 2011 – well, there's an exchange of emails between Mr Dubois and you. So on 5 February, 2011, he sends you something with the heading, V2.---Yep.

10 And above, it seems you send him, from your personal email address, on 7 February, 2011, a document, and you indicate you've made some minor changes in blue.---Yep.

Now, looking at the dates there, do you believe that you sent him a draft of your proposal before you actually submitted it, and got his input into it?---I, I probably did. I honestly don't remember. But given that I have a different version, I would say that, yeah, that, that's probably what happened.

20 I mean, is that something that you'd ever done before? That the person that was asking you to put in a quote for them to assess was in effect – well, let's go back a step. First of all, he'd got your input into the scope of works that you were going to quote on, correct?---Ah hmm. Yep.

And then secondly, it would seem from this that you might have sent him a couple of iterations of the draft proposal for his input along the way.---Yep.

Was that something that you'd ever experienced before?---Well, it's my first experience in business, so, it's hard to say it's something I was experienced before, it's literally my - - -

30 THE COMMISSIONER: Keep your voice up if you would, or closer to the microphone.---Sorry. It's, it's my first experience in business, so, literally don't have any prior knowledge of whether that is normal or not.

MR DOWNING: Did it strike you as odd though, that in effect you were helping settle the document that you were then going to quote on the basis of, and then he's - - -?---Well, in, in today's, in, well, the context then you ask me that today, yes, but having said that, you know, dealing with clients over the last 10 years, it's normal for me to send several iterations of pricing, especially after meetings and discussions. You know, there's
40 always changes made and sort of clarifications being put forward. I mean, iterations - - -

But you're talking about pricing something and then perhaps having a meeting and then coming back with a revised set of prices.---Yeah.

But in effect, it would seem here that you were giving him drafts of a document that was going to be formally submitted at some point down the track.---Correct.

I mean, did it seem a little odd that the person that you understood would perhaps be assessing your quote against competitors was giving you some hints about what might be the best way to complete it?---Yeah, I mean, it, it didn't really strike me at the time, but I mean now obviously you, looking back, oh, it's pretty clear that, you know, the context surrounding the situation, that it obviously wasn't the right thing to do.

THE COMMISSIONER: Mr Dubois - - -

10

MR DOWNING: Mr Nachabe, I think (not transcribable) Commissioner.

THE COMMISSIONER: Yes, but Mr Dubois also sought your assistance in you nominating potential competitors. That's a bit unusual, isn't it? He's looking to you to nominate prospectively your competitors.---I wouldn't say nominate, but he kind of was very ignorant in our field of engineering in terms of who are the appropriate people to tender. There's many medium or small to medium-size firms which, you know, do structural design or civil design or - - -

20

Sorry, you said some - - -?---There's several, there's hundreds of firms, you know, in Sydney that do structural engineering.

Sure. Well, why wouldn't he rely on his own inquiries, why is he relying on you?---Well, I don't know. You'll probably have to, you'll have to ask him that question, but I guess he was expecting a – my understanding is, a high level of deliverables in terms of presentation, documentation, professionalism and so forth. So given that it's a, you know, an RTA project he just probably wanted that sort of tier 1 sort of approach, and he wasn't sure who those firms would be, so I kind of, you know, gave him some indications of - - -

30

You may have given evidence about this, I'm not absolutely sure, but did he also supply you with the prices being offered by the competitors?---He probably did at some stage, yes.

Isn't that a bit unusual?---Yeah, I mean it's definitely unusual.

40

Well, did you have thoughts at that time, well, what's Dubois about in making me privy to knowledge of what would ordinarily be regarded, I would have thought, as commercially sensitive information?---Yeah, again, I mean my first few months into business didn't really help much, but you know, at the same time you, you want to sort of build relationships and try to get your foot in a door and prove yourself.

Okay.---So that kind of overwhelms.

MR DOWNING: Thank you, Commissioner. If we could go back, please, to volume 8, page 441. I've taken you to the two emails lower down the page, but do you see the email right at the top? Mr Dubois on 1 March, 2011 sends to you, using your private email address, so not your A&A Structural email address, which we know you'd set up by now because that's where the request for quote was sent to.---Yeah.

10 But he now sends you an email to your personal address. And if you go to the next page, please, you see what he was forwarding to you on 1 March, if you go down the page, was the Parsons Brinckerhoff quote that he just received from that company.---Yes.

So I took you to that earlier, it was one of three. So there was the - - -

THE COMMISSIONER: GHD.

MR DOWNING: GHD, SKM, then Parsons Brinckerhoff, but it seems on 1 March he literally forwards it to you, but with no commentary at all in the email, just to your private email address.---Yeah.

20

And if you go ahead to page 471, you'll see that – I'm not going to take you to all the pages, because again it's a lengthy document, but what he sent you was the entire PDF proposal that he'd received from Parsons Brinckerhoff, including the pricing.---Yep.

Now, do you recall a discussion with him at the time about this?---Yeah, I would have had a discussion with him, yes.

30 Do you recall at all what you discussed, whether it was him saying, look, you can use this as a baseline to work off, or some information to take into account when you prepare your own proposal?---Yeah, potentially, but I mean I, I wouldn't say that he sent it to me so that I can sort of specifically be below that price or whatnot, I still priced the job for what I believe needed to be done in terms of man hours, travelling, accommodation and so forth, and those rates, you know, were established pretty easily because it was just me and Mr Al Banna, so it wasn't like we had a, you know, a bunch of overheads we had to worry about as well.

40 Well, just on that, I mean, having now seen that the three companies that, in effect, were your competitors, they were all much bigger concerns.---Much bigger concerns?

Engineering companies.---Yep.

So bigger overheads, bigger costs, et cetera.---Correct.

You at least knew, on the basis of this email from Parsons Brinckerhoff, that they were one of your competitors.---Yes.

And what's your best recollection as to what Mr Dubois said to you as to why he was sending it to you?---Maybe for the deliverables, I would say, to sort of make sure that, you know, whatever deliverables and level of documentation that was established is appropriate. Obviously in terms of the pricing, you know, whether I knew it or not, I was going to still allocate the project for what it needs to be, but I wouldn't say that, you know, who sent it to me just for the specific requirement of price, so - - -

10 I mean, partly you seem to be accepting with the deliverables, so that it was so that when you prepared yours, you would make sure you covered off on all the things that it needed to cover off on?---Pretty much, yeah.

But you accept, don't you, that you would have looked at the price when it came to you preparing your own quote, just so that even if you're going to do your own costings to reflect your costs and Mr Al Banna's costs and travel et cetera - - -?---Yeah, I'm sure I would have looked at it.

20 - - - you knew who your competitors were and what they were priced at.
---Definitely, yeah.

THE COMMISSIONER: What is a bit unusual here with the Brinckerhoff document, if it was just the deliverables, that was the concern and reason for sending it, they would have expected you to just redact the pricing being offered.---Sure.

30 But he didn't do that and you didn't attach a covering note to explain why he was sending it to you, which suggests that you had an understanding of why he was sending it to you, if I make myself clear.---Well, maybe he, well, not trying to, in his so-called defence thought that he's got cheaper prices, so it didn't matter in his mind that he was sending it to me, notwithstanding that the price is going to be disclosed to me.

Yes, all right.---So therefore thought, well, you know, he's probably already made up his mind that he's eliminated them, so therefore didn't think that it will sort of - - -

40 That's right. Well, Brinckerhoff offer came in 28 February. The others had already put forward theirs. GHD, 25 February, as was SKM, the same date, 25th. That's your point, is it, that he knew that - - -?---He's probably eliminated the - - -

Eliminated Brinckerhoff as - - -?---Brinckerhoff as the - - -

- - - on price.---Based on price. Therefore was comfortable to send it to me to just ensure that, hey, this is what the others are doing. I mean, I was in a position where this is something I've never done before.

Sorry, I missed that.---This is something I've never done before in terms of being involved in a commercial presentation of tenders and stuff.

10 Right.---Although I of course came out of Kellogg, Brown & Root, that we were just in a technical team. We, we had no involvement in agendas, in, in the whole process and how it gets sort of presented. So it was more towards helping me present my package in a way where it kind of is reflective of something that is kind of at a tier 1 level. Although we are very new. So in my mind it wasn't about price. It was about how to present what we're doing at a much higher level.

Well, if it wasn't about price from his point of view, perhaps you might understand why he would go for one of the other major players who were, no doubt would be able to do the job. Whereas you were just starting up, as it were. You were perhaps not as - -?---Positioned, maybe.

20 Well, as experienced as they were, that's all I'm saying.---I agree. But this is the point where, prior to the tender request being formulated, and I was heavily involved in that, it's a known fact that even tier 1 companies still have graduate engineers doing this type of legwork, and it's not necessarily a fact, true, that you, you always get quality or a high level of technical expertise just because you're a tier 1. It, it depends on the capability and the skillsets that they employ and the teams they have and this was something that was definitely up my alleyway and I'm very skilled at, very confident at that. So my previous correspondence with Alex sort of proved that because I had formulated the whole scope of works and deliverables and the approach to this project. So that kind of appeased him in knowing that, you know - - -

30 MR DOWNING: But Mr Nachabe, accepting all of what you've said and that you were still new in when it came to your business, you must have understood you were dealing with an arm of government, that is a statutory authority?---Yes, of course.

And, I mean, given your background and your university education, you must have understood that typically when a request for tender or a quote goes out, the expectation is that each of the competitors will be at arms-length?---Yep.

40 And you were being given a bit of a leg up by Mr Dubois, one way or another, through this process, weren't you?---Yeah. Yeah, you can – definitely. Yeah, I can accept that.

Now, in any event, bearing in mind that he forwards you that Parsons Brinckerhoff proposal on Tuesday, 1 March. Can we go, please, to the quote that A&A ultimately submitted, and that's at page 12 of volume 8. And you'll see that the following day, Wednesday, 2 March, you, but now

using the A&A Structural Solutions email address, not the personal email address, you submit your proposal?---Yep.

And I take it that's, given the signoff, it's you who sent the email?---Yes.

And if we go, please, to page 13, you'll see it's your proposal or the fee proposal for that job.---Yeah.

10 And if we go, please, to page 14, there's actually a revision history. So it looks like you've adopted a similar format to what had been done for those KBR reports that I took you to earlier.---Yes.

But I take it that's Mr Al Banna's name and his signature that we see there on this particular revision date?---Yes.

And it's noted as prepared by you and verified by Mr Al Banna.---Yes.

20 So is that how it worked, that given the seniority relationship between you, you drafted it and he checked it?---Yep.

And then if you go ahead, please, to page 15, you'll see under the brief it lists the first three of the sites there, Bargo, Gundagai, Albury. And if you go over the page that ultimately there were 19 gantry sites around the state. ---Yes,

And then I'm not going to take you to all of the scope of works but I take it you're familiar with this document, you drafted it?---(No Audible Reply)

30 If you go ahead, please, to page 20 under Fees and you'll see that the price with the various items broken up into it, was ultimately \$89,665.---Yes, yep.

And then if we go to page 21, the signoff again is by Mr Al Banna.---Ah
hmm.

Now, just pausing there. Did Mr Dubois say anything to you to indicate either a specific price he wanted you to quote at or a maximum price he wanted you to quote at?---I don't recall he indicated anything like that, no.

40 But I take it though that you took at least partly into account as the ceiling the price that you knew Parsons Brinckerhoff had quoted at, so that you would have known that you needed to be under that?---Yeah. Well, I mean, anyone would but yes, I, I definitely would have taken that onboard.

And you seem to accept that it's possible that he also mentioned the prices of the others, that is the other two companies that had put in quotes but you don't remember specifically now? Is that - - -?---Oh, probably after the fact but I don't recall that he disclosed that to me prior.

Now, bearing in mind again that it was on 1 March that he sends you the Parson Brinckerhoff proposal. On 2 March you send in the email with the A&A proposal, you'll recall that it was the next day, 3 March, that you actually incorporated, and I can take you back, please, to page 1 of volume 8.---Yeah, yep, incorporated the company?

Yes, A&A.---Yep. Okay, yep.

10 So do you recall – you'll see that 3 March, 2011 is the incorporation date. I took you to this earlier.---Ah hmm.

Do you recall whether it was the fact of now formally having put in for a job that was the spur to actually go ahead and get incorporated?---Yeah, I, I don't remember the whole exact, you know, timeframes and stuff, but yeah, oh, definitely would have been the, the reasoning. But, oh, we were obviously working on this for weeks prior, so why we incorporated on that particular day, I don't recall, but - - -

20 Do you recall at the time you submitted it – that is having got that quote from Mr Dubois from the, that is, the Parsons Brinckerhoff on 1 March, and then submitted it on the 2nd, that is your proposal on 2 March – did Mr Dubois say anything at that point to indicate that you would win the job?---I don't recall that.

Now, you did ultimately learn not too far down the track, though that you'd been successful.---Yes.

30 And if we go, please, to volume 8, page 487, you'll see that on 6 March, 2011, so two days after your proposal and three days after you incorporate, an email was sent by Mr Dubois – it says to Mr Banna, I take it that's supposed to be a reference to Mr Al Banna.---Yep.

But with a letter of acceptance, the contract documents for the job.---Yes.

And if you go to the next page – so, sorry, 488 – you'll see that the actual letter of acceptance confirms that your proposal of 25 February, 2011 in the sum of 89,665 had been accepted.---Yep.

40 Is that a convenient time, Commissioner?

THE COMMISSIONER: Yes, it is. You'll need to come back tomorrow morning.---Sure.

We'll be starting at 10 o'clock.---10.00.

If you could be here by 10.00, thank you.---Yep, cool.

Yes, I'll adjourn.

MR DOWNING: Thank you, Commissioner.

THE WITNESS STOOD DOWN

[4.02pm]

AT 4.02PM THE MATTER WAS ADJOURNED ACCORDINGLY

[4.02pm]

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