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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 22 MARCH, 2022

AT 10.00AM

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

THE COMMISSIONER: Yes, good morning everyone. Mr Downing.

MR DOWNING: Morning, Commissioner. Mr Alameddine is present.

THE COMMISSIONER: Mr Alameddine, you can hear us?

MR ALAMEDDINE: Yes. Good morning.

10 THE COMMISSIONER: Mr Alameddine, you took an oath yesterday to give truthful evidence. It's necessary that I administer that oath again today. Do you have that Bible there nearby?

MR ALAMEDDINE: No. There is no, there is no religious text here.

THE COMMISSIONER: All right. And I understand it's your wish to swear an oath rather than take an affirmation. Is that right?

MR ALAMEDDINE: Whatever the Commission sees fit.

20 THE COMMISSIONER: Well, no, it's a question of what you – yesterday you were quite happy to take an oath and - - -

MR ALAMEDDINE: Yes.

THE COMMISSIONER: - - - if that remains the position we'll continue with that.

MR ALAMEDDINE: Yes.

30 THE COMMISSIONER: Is that okay by you?

MR ALAMEDDINE: Yes.

THE COMMISSIONER: All right.

MR ALAMEDDINE: Yes.

THE COMMISSIONER: Thank you. Yes, Mr Downing.

MR DOWNING: Mr Alameddine, late yesterday I took you to a schedule of the various jobs that Areva did for Mr Dubois at the RMS.---Yes.

10 And took you through some of those jobs. I also then asked you questions about whether there was a pattern in the way in which you would learn about jobs and then deal with Mr Dubois about the price that would go into the quote. Do you remember I asked you questions about that topic?  
---Vaguely, yes.

And I just want to go back to just one last aspect of it. You described for us how in effect you would put together the bare bones price, you would then speak to Mr Dubois and he would tell you to charge a higher figure which included a profit to then be divided between you and him. Do you recall that evidence?---Yes.

20 Right. Now, were there occasions when despite your attempts of calculating what the cost would be costs would run over?---Yes.

And did you ever have any discussion with Mr Dubois about what was to happen in those instances?---To the best of my recollection he wouldn't be happy.

30 Well, were there occasions when despite your estimates the actual costs when it came to working out the labour and the materials, all of the different things that made up a job, perhaps travel as well, ended up being higher than what you thought they would be?---Yes.

So that would mean then that the money available on top of the costs to be split as profit between you and Mr Dubois would be reduced.---Yes.

And in those instances whose share of the profit, if anyone's, was reduced to reflect that blowout in costs?---Sometimes mine to kind of, to teach me a lesson and sometimes between the both of us.

40 Did it vary from job to job as to what would happen?---Maybe varied depending on how he felt on the day.

But who would ultimately make the decision as to who would bear the cost of a cost overrun, that is, whose share of the profits it would come out of?  
---He would.

All right. Now, you've given a little bit of evidence already about Towfik Taha doing work through his company TTS for Mr Dubois.---Yes.

10 And it's the case, isn't it, that separate to what you were doing in terms of paying a cut to Mr Dubois, you learnt that Mr Dubois – I withdraw that. Sorry, I'll just go back and finish one last question about what I was asking, then I'll start the next topic. You used the term on at least one occasion where there was a cost blowout that Mr Dubois would make you bear the cost to teach you a lesson.---Yeah, to, so it doesn't happen again.

Well, are you using a reference, that is the words "to teach you a lesson", the words he used or just what you took from what was happening?---No, that's what I gathered because he didn't like that.

20 Right. So he didn't actually say, "Look, this time you're copping the entire loss of profits to teach you a lesson," they weren't his words?---Not that I recall. I don't recall specific events.

Okay. All right. Could I move on, then, please to Towfik Taha. It's the case, isn't it, that you learnt during the period you were doing work and paying a management fee to Mr Dubois that Mr Taha was doing the same?  
---Correct.

30 And I took you yesterday to the first recorded jobs that Areva did and they involved work at Galston Gorge. Do you recall that?---Yes.

The variable message sign installations at each end of the gorge?---Yes.

I'm going to suggest to you that around the same time, that is, in late 2011, Mr Taha through TTS was also doing work at Galston Gorge. Do you have any recollection of that?---Vaguely but it was very long ago.

40 Do you recall that one part of the work that was being done separate to what you were doing was actually installing lengthy vehicle stopping and inspection bays at each end so that where long vehicles were approaching,

they could be waved over and inspected and checked to see whether they were appropriate to go through?---Possibly.

Do you have any recollection of Mr Taha through TTS constructing the road surface and road apron for those stopping bays?---Mr Downing, I barely remember what I did.

10 All right. Well, can you just tell me this. Obviously, at some point you learned that Mr Taha was doing the work and paying a management fee, like you were. You've confirmed that you became aware of that?---Yes.

Do you believe that was very early in the piece when you were doing the work or at a later time?---I don't recall.

Do you recall how you became aware? Was it something that Mr Dubois mentioned or something that Mr Taha mentioned to you?---I don't recall.

You were close with both of them at the time, weren't you?---Yes.

20 And did you learn that Mr Taha was paying a reasonable amount of money on a number of jobs in the same way that you were, that is paying a management fee to Mr Dubois over multiple jobs?---I learned that but I don't recall how I learned that.

Right. Do you recall learning anything as to whether the cut was the same as with you, that is that the profit was divided up on a 50/50 basis as you've described it or did you learn of some other arrangement with Mr Taha and Mr Dubois?---I, I, I later came, come to, like, came to know that everybody was giving him half of whatever was left over after costs.

30

Well, when you say "everyone" are you referring to, well, I take it from your answer, you're referring to Mr Taha?---Mr Taha, Mr Chahine and Mr Hadid.

Right. Okay. And did you learn about that from speaking to each of those contractors and finding out what their arrangement with Mr Dubois was? ---Just, I don't remember, like, there's no specific day or period or, just, just, became known.

Well, I'm not suggesting you called a meeting to raise the topic, but you would bump into them on sites from time to time, wouldn't you?---Personal matters aren't usually discussed but I came, I came, I came to found out.

Yeah. But the source, I'm going to suggest to you, must have been them because the only people that were party to the arrangement was either Mr Dubois or the contractors.---Yeah, yeah, I don't recall the actual specific time or period but I did become aware of it.

10 Okay. Did you learn anything from them as to whether the arrangement had always been 50/50 as you've described it being between you and Mr Dubois?---I'm not sure.

Right. Now, it's the case, isn't it, that after a period of time, a dispute broke out between Mr Dubois and Mr Taha about the work. Correct?---Sorry? Can you repeat that?

Sure. You've told me you're aware that Mr Towfik Taha was doing work for Mr Dubois and that he was paying him a management fee. Correct?

20 ---Yeah.

But you're aware also, aren't you, that at some point a dispute broke out between Mr Taha and Mr Dubois about the work?---Okay.

When you say okay, do you mean yes, you did become aware of that?  
---Yes. Yes.

And do you recall what the source of the dispute between them was?  
---Quality assurance.

30

By that do you mean poor quality of Mr Taha's work?---He did good, he did good work I think but I don't know, it's just quality. I don't think Mr Dubois was happy with his quality assurance measures.

Do you recall that something happened to the flow of work Mr Taha was getting?---I think, I think that ceased because of his quality assurance measures.

40 So do you recall becoming aware that Mr Dubois had cut off the work to Mr Taha?---Correct.

And did Mr Taha speak to you about that?---Eventually, yeah.

It's correct, isn't it, that he wasn't happy about it?---No.

He felt that he was owed something further.---I don't remember the specific events but, yes. I think, I think just vaguely to the best of my recollection Mr Dubois had a company in Towfik's name and I don't know if he continued to use that company or he didn't. It was just something in which, or he underpaid him at some point of time. There was a dispute about money and Mr Taha had the raw end of the deal because Mr Dubois called all the shots.

Do you remember at the time that there was any discussion that you had with Mr Taha where he indicated that he believed he was entitled to more money and that if he didn't get it there were things he might be able to do in terms of exposing information about Mr Dubois?---He wasn't happy. I don't remember the specific course of events as you know, Mr Downing, but just from what I can best recollect he wasn't happy and, and I think Mr Dubois, just from what I, from what I can recollect he owed him some money because he continued to work under his company or something. I'm not sure the specific course of events but I became aware that he was owed money and I was, like I became aware of that fact.

All right. Do you have a recollection as to whether it was Mr Taha's belief that because the workflow had cut off he believed he should be compensated for that fact, that is, that he was no longer getting any work? ---No, it wasn't for that. It was for something - - -

Are you sure about that?---I'm not really sure. You're asking me questions and I'm, and I'm, I'm trying to dig out an answer for you as best I can recollect.

Sure.---And you're going back to the same point. You're asking me the same thing over and over and I'm giving you the same answer. I don't best recollect but I don't think that that was the main pinnacle. I think the pinnacle, I think the pinnacle was Alex may have continued to use the company that was in Towfik's name and he didn't compensate him as a result or something like that but I don't really recollect. How long ago was that, Mr Downing?

I'm going to suggest in 2012.---Okay. That's 10 years ago.

All right. But do you recall going and speaking to Mr Dubois on Mr Taha's behalf and perhaps trying to advocate for him and see if you could sort out a solution?---Yes. I don't recall it but that's what I did.

So you tried to in effect be peacemaker between them?---I don't know the exact reason why Taha was owed money but he was and I was convinced of it and I tried to talk some logic into both of them and, and that's about it and that's what I can recall.

10

Well, do you recall the amount that was involved, that is, the amount that Mr Taha believed he was owed?---Not exactly but it was over 100,000.

Right. So could it have been around the \$140/150,000 mark?---It could have, yes.

And you say that you tried to talk some sense into them. It's the case though that you took a further step when you couldn't settle the dispute yourself, didn't you?---Yes.

20

You involved someone else?---I involved Mr Dubois' father-in-law.

Who is that?---Mohamad Alameddine.

And was he a sheikh or a spiritual figure that you had spoken to before?---A spiritual figure? He was, he was just a guy within the community that, yeah, that I confided to. And he, he helped me through a lot of issues that I was going through at the time.

30 Now, just pausing there. You're saying Mr Dubois' father-in-law. Are you referring to - - -?---He was engaged to his daughter, he was engaged to his daughter at some period of time.

But they didn't ultimately get married, did they?---No.

All right. And when you refer to him as "Mr Dubois' father-in-law" are you leaving out reference to the fact that he was a relative of yours?---No. I told you, he was Mohamad Alameddine. But there is no direct relation to me.

40 All right. So not a direct relation but someone that you had gone to for spiritual advice previously?---Mental advice.

To do with your mental wellbeing?---Mental stability. That's right. So I've, in my time, I've seen a lot of people that, that kind of, you know, when you're dealing with troubles of life and the curve balls that it throws at you, sometimes you need guidance.

10 Right. This was a dispute of a slightly different – well, I withdraw that. A problem of a different nature, though, wasn't it? It was a financial dispute between a man who was seeking kickbacks and a contractor who had had a cut-off or had his flow of work cut off?---It wasn't the fact that, I don't think Towfik was seeking money because he had his work cut off. I think there, it goes further than that. I think, I think, from just basic what I can recall, and don't, don't hold me accountable to this, it's just from what I can recall, and this is 10 years ago, I think it was to do with something that Alex would have done, like, continue to use his company or something and not compensate him, you know, as a result. That's what I think it was but I'm, I'm not, I'm not 100 per cent certain.

20 Well, you said before that Alex was calling the shots. But it's the case, isn't it, that both you and Towfik had something over Mr Dubois?---Something over him? What does that mean?

It means that you both knew that you were paying him kickbacks and that they were payments that he shouldn't be receiving, so that if he were to be exposed, it would not be good for him.---I'm not sure, I'm not sure, no.

30 Well, you told me yesterday, after some questioning, admittedly, but you told me you agreed that at the time, you understood that he was receiving illicit payments, that he was getting paid by the RMS, but in addition, he was asking for this management fee which was just a different way of dressing up what was a kickback.---Mmm.

So you told me that yesterday you were aware of it.---Okay. Yeah, okay, I see your point.

Well, surely, at the time, you were aware that this was not conduct that Mr Dubois was disclosing to his superiors and would want disclosed to his superiors?---No, that's correct.

40 All right. So when you brought in Mohamad Alameddine, it was to try and sort out this dispute?---Yes.

Okay. And do you recall how the dispute was ultimately resolved between Mr – well, I withdraw that. Did Mohamad Alameddine succeed in doing what you hadn't been able to, which was to talk sense into Mr Dubois and Mr Taha?---What eventuated was Mr Taha ended up getting a car and maybe some money, I'm not sure, but he got the car out of it and, yeah.

Just pausing there. Do you mean a car that Mr Dubois had owned?---Yeah.

10 All right. Do you recall what sort of car it was?---It was white. It was a Porsche.

Right. I'll ask that you have a look at the screen. I'll bring up a photograph. Just tell me when the screen has the picture on it.

THE COMMISSIONER: Just while that's happening, when you said part of the outcome was that he received the motor vehicle, are you indicating by that answer that part of the resolution of any dispute that they had at the time was that Mr Taha would receive the benefit, that is, as it were, the  
20 financial benefit of the car as part of the solution. In other words, he wasn't just giving it as a loan, on loan, to be returned but he - - -?---That's correct.

- - - it was being given (not transcribable) - - -?---Commissioner, I think, I think, I think the car, just, and, and my memory's vague on this, but I think the car may have been bought initially in Towfik's name, I think. And so - - -  
-

Bought by - - -?--- - - - yeah, so I - - -

30 Bought by whom?---By Mr Dubois. But I think because - - -

Yeah, go ahead.--- - - - because, I, I don't know. I don't, I don't really quite remember but I don't recall there being a transfer of documents because I think, I don't think Alex put any of these cars into his personal name, so I think it may have been already in Towfik's name but don't quote me on that, I'm not quite sure.

Right.---And, and it may have been the reason why it was settled with a car.

40 Very good. Mr Downing, I just want to interrupt for a moment just to make sure that Mr Jones of Counsel has been linked up properly and he can hear

all of this. We haven't actually confirmed that. Perhaps I'll ask Mr Jones. Are you there, Mr Jones? Are you in?

MR JONES: I am here. I'm sorry, Commissioner. Yes, I am. I have been following everything that's happened this morning.

THE COMMISSIONER: I just wanted to make sure that you were actually there and there was no - - -

10 MR DOWNING: We should have checked in.

THE COMMISSIONER: - - - fault in the system that's all. Okay. Thank you.

MR JONES: (not transcribable)

THE WITNESS: I'm sorry, can I just ask something here. Does Mr Jones have to ask you to evoke anything before we continue or is that - - -

20

THE COMMISSIONER: Say again.--- - - - is that continued on from yesterday?

I'm sorry, Mr Alameddine, would you - - -?---Does Mr Jones have to ask to evoke some specific Act before we continue or is that carried on?

MR JONES: I think Mr Alameddine is referring to - - -

THE COMMISSIONER: I see what you're saying. Yes, yes.

30

MR JONES: - - - to the objection and the privilege that Your Honour dealt with yesterday.

THE COMMISSIONER: Yes. I'll make it clear on the record, Mr Jones. Yesterday, the first day of the evidence of Mr Hassan Alameddine, Mr Jones of Counsel requested that he be given the benefit of the provisions of section 38 of the Act. I made a declaration under that provision and explained and confirmed that Mr Alameddine understood the effect of it. The intention has been that that declaration is to apply to the whole of the evidence of Mr Alameddine including the evidence of today.

40

MR JONES: Thank you.

MR DOWNING: Thank you, Commissioner. I'll see if we can now bring the photo up. All right. Mr Alameddine, do you now have that picture in front of you?---Yeah.

And you'll see it's a white Porsche 996 GT2. Do you recognise that as the car?---It looks like the vehicle.

10 Right. And you've said that you weren't certain. You were a bit vague but you thought that it might have been registered in Mr Taha's name initially and, Commissioner, I can confirm we've got the registration records and they bear out that it wasn't originally in Towfik Taha's name but it was - - - ?---Was it in his company that he owned?

No.---That was under his name.

I don't want to get too bogged down in this but I can bring up the records for your benefit later. But I do want to suggest - - -?---Whose name was the  
20 car under because I don't think there was any transfer of documentation?

Well, the records will show that that's not right. That in fact they were, the registration was transferred to - - -

THE COMMISSIONER: Mr Alameddine, you can be assured that all the documentation concerning the vehicle, its ownership, any transfer and so on will come into evidence so that there won't be any dispute as to what happened.---All right.

30 For the moment Counsel just wants to press on with his questions.

MR DOWNING: But I do want to suggest to you, Mr Alameddine, that at the time the part of Sheikh Mohamad Alameddine's settlement of the dispute was that the ownership of the car was to pass from Mr Dubois to Mr Taha. Do you recall that that was part of the solution of the dispute? ---Yes. Yes.

And do you recall also that there was a sum of money that was paid on top of it by Mr Dubois?---Vaguely. This is something that happened 10 years  
40 ago but I think there may have been, yes.

THE COMMISSIONER: What was Mr Taha's grievance, if I can use that expression? What was his complaint that resulted eventually in the settlement?---I think just vaguely, Commissioner, the, that Alex continued to use I think his company to receive some payments or something and he was kind of no longer used because of his quality assurance or lack of quality assurance.

10 MR DOWNING: Thank you, Commissioner.---I think, I think that may have been it but it's a matter that you need to speak to them about. I don't recall now.

Just to tidy up on that issue of the ownership of the vehicle I'll bring up an RMS, a record in respect of the car and it should come up on your screen in a moment, Mr Alameddine. You'll see that this is the registration record for a Porsche 2003 white 996.---Yes.

20 And you'll see that in terms of the ownership, I won't say the name of the original owner from 2009, but you'll see that the owner from 23 August, 2012 to 26 November, 2012 was MWK Developments and that is correct. That's the company, though, I asked you some questions about later and it's the company in Mr Taha's name but controlled by Mr Dubois.---Okay. Well, that makes sense.

And you'll see that the vehicle then transfers into Towfik Taha's name on 26 November, 2012, and remains there until 7 April, 2013?---Mmm. Okay.

30 And you'll see it then moves into the name of Samir Malas from 7 April, 2013, to 2 January, 2014. Was Samir Malas Towfik Taha's father or uncle? ---No, I think Samir's his cousin.

Cousin?---Yeah.

And then it transfers back, you'll see, to Towfik Taha again on 2 January, 2014, and then on 4 September, 2014, it's transferred to Mohamad Taha. Was that Towfik's father?---I think his stepfather's, yeah, that's his father, I think that's his father's name, yeah.

40 All right. Then just to finish off, as far as the payment was concerned, I'm going to suggest \$20,000 was paid on top of the car by Mr Dubois to Mr Taha. Does that accord with your recollection?---That's, that, that sounds about right, from the best, to the best of my recollection.

And can I ask you now to have a look at a different document and this at volume 5.2, page 168. Do you see that this is a cheque drawn by TTS in favour of Mohamad Nazmi Alameddine on 9 January, 2013 for \$20,000? ---Yeah. Yeah. Yeah.

And do you recall that Mr Taha wrote that cheque in order to pay the sheikh for his services in settling the dispute?---He's not a sheikh.

10 I'm sorry.---Why would you call him "sheikh"?

Well, I thought some of the other evidence was to the effect that he was a sheikh. Was he not?---No. He was just a member of the community, that, you know, more, practises his spirituality more than probably others and, mmm.

Right. But do you recall that Mr Taha paid him \$20,000 in order to compensate him for settling the dispute?---Well, yes, I recall he gave him some form of compensation but now I can see it was 20,000, yeah.

20

Given that you had been the person that had brought him in to settle the dispute, did you suggest that Mr Taha should pay him that in order to compensate him for his efforts?---You're asking me about something 10 years ago. No, I don't recall.

Well, you'd been the person, though, that had brought him in. You'd spoken to Mr Alameddine previously about mental health or spiritual matters. Correct?---I'm sorry? Can you repeat your question?

30 The person that actually brought him in to try and resolve this dispute was you.---Yes.

You'd had prior contact with him. You'd seen him previously about mental health or spiritual matters.---Mr Downing, in the last 10 years, I've had conversations with thousands of people. I'm not going to be able to recollect every conversation I've had. So even though I did bring him in, I don't recall the actual, the exact context of the conversation. Towfik paid him \$20,000. How that came about, I don't recall.

So you can't assist us as to whether you had some role in suggesting he be paid or suggesting he be paid that much?---He was paid that much, I don't know how we got to that figure.

Right. Did you normally pay him for the advice he provided to you?---Did I normally pay him? No. The guy was in between work. Sometimes, you know, I'd take him out for lunch, stuff like that, just basic stuff but nothing in, in, in, to this equivalent.

10 Okay. Commissioner, if it's convenient, I'll tender the photograph of the car that Mr Alameddine's identified and it should be Exhibit 237, so it's the Porsche 996 GT2.

THE COMMISSIONER: Yes. Very well. The photograph of the Porsche shown to the witness become Exhibit 237.

#### **#EXH-237 – PHOTOGRAPH OF PORSCHE 996 GT2 VEHICLE**

20

MR DOWNING: Thank you. Now, Mr Alameddine, I want to move on to a different topic and it's going back to the way in which quotes were obtained by Mr Dubois. Do you recall that there were occasions when between you and your companies and the other contractors, principally, Mr Chahine and Mr Hadid, that Mr Dubois would seek dummy quotes?---Yeah, yes, that's correct. But just before you move on there, at, at that period of time, I, I, I have a sense, like, you know, when the car was actually given to Towfik as a form of compensation I have a sense that he was, he was, it wasn't something that he was, the compensation that he was seeking was

30 reasonable because I was actually convinced with what he was saying. It wasn't something that was – I don't know if Alex was continuously using the company or not. I felt morally obliged to actually get into the topic having, having been around the both of them and gauging what was going on and the fact that I'd also, you know, done some work with his brother as well, with, with Humphrey. I, I felt morally obliged to actually, you know, rectify this matter between the two of them.

40

Well, just pausing there. I mean you knew that Alex was using the company because you were paying money into the company, weren't you?  
---Yes.

And in terms of Humphrey you say you'd done work with Humphrey.  
What work had you done with Humphrey?---I, Humphrey invested some  
money with me at, at some stage of his life but that was - - -

Invested into one your businesses?---Yeah.

Which business?---Boats.

10 So what was the nature of the investment?---I think he was a little bit  
reckless with his money so he invested some money with me and that was  
later paid to him.

Right. And how much did he invest?---Over 100 grand but he was, it's  
going back, it's going back over 10 years. I don't exactly remember. It  
could have been around, I don't know, maybe, maybe 200.

And when do you believe this was?---I don't know the exact time frame but  
it was, I don't know, maybe around, when I was dealing in boats.

20 Well, your evidence before was that you believed while there may have  
been a very short overlap with you starting to do RMS work that your boat  
business was really done and dusted by the time you started using Areva to  
do RMS work. Correct?---Yeah. It probably overlapped.

Right.---A little bit but - - -

30 Mr Alameddine, I'm going to suggest to you that the evidence you're now  
giving is false and I want to be, I'll be explicit about it. I'm suggesting what  
you're telling us about Mr, well, you refer to him as Humphrey, I'm going  
to refer to him as Mr Goldberg or Hussein Taha, investing money in your  
boat business is false and you are doing that because you know there are  
records of you making payments back to his companies. What do you say?  
---No, that's not correct.

All right. Well, I'll take you to the details a bit later.---He gave, he, he, no,  
Humphrey at some period of time gave me cash and I, I did pay him back  
but, yeah, it was, it was an investment. It wasn't a loan it was an  
investment.

THE COMMISSIONER: How much money was involved?  
---Commissioner, it was, it was over 10 years ago. I would say approximately over 150, could have been 200,000.

How was that money loaned?---In cash. It wasn't loaned. It was invested.

In cash. Is that right?---Yes.

10 Why in cash? It's a large - - -?---I don't know. I think - - -

Such a large sum of money.---There's a lot of cash that, that's the way people do things in Western Sydney.

But why was it being done in this case involving yourself and one of your businesses which I assume was a legitimate business. Was it a legitimate business?---Yeah.

Nothing underhand and nothing to be - - -?---No, no, no.

20 Nothing to be hidden or kept secretive?---No.

Why would, if it was just a straight loan transaction, for such a large amount be done in cash?---I think he just had cash.

Was there any agreement drawn up or documentation - - -?---No.

- - - to evidence this loan?---No. No.

30 Was there any interest payable on the loan?---No. It wasn't a loan. It was an investment.

It was an investment.---Mmm.

And how was he repaid his investment in due course?---I don't recall if I gave him back some cash or if I transferred but it was repaid.

40 MR DOWNING: If it's convenient, Commissioner. And what were the terms of the investment? What was the discussion you had with Mr Goldberg about what he would get in return for the money that he was investing in your business?---I think just, from memory, I think, I think he didn't have a clean lifestyle and he just didn't want to have money in his

hands, so he doesn't spend it. So he said to me, "Look, basically, whatever you give me, I'm fine with." That's vaguely what I recall, yeah.

And so no agreement at all about what he might get. What about a discussion as to timeframe, when he would get the money back?---I don't think he was worried about it at the period of time. I think he may have been, he, he may have had some addictions, I don't know, and so he just more or less wanted to keep his money safe and that's what he did with me.

10 All right. How many other people invested in your boat business?---I got some money off my father.

Well, other than your dad, presumably, he was helping you out but who else invested, that is, not your family but who invested in it?---No one. No one.

Right. And how many other occasions did you have when Mr Goldberg invested money with you in any sort of enterprise?---Yes. It was just that period of time.

20 Right. Have you spoken to Mr Goldberg since he gave some evidence to this Commission?---No, I haven't seen him in many, many years.

Putting aside when you've seen him, have you spoken to him since he gave evidence?---I haven't, no. No.

Have you had any communications, whether in writing or verbally?---No.

Have you had any communications through other members of your family with him?---No.

30

What you're telling us is a false account designed to try and explain payments you know you made to Mr Goldberg's company. Correct?---No, that's not correct. Mr Downing, I've, I, I came in, I came back to this country to help the Commission. And I've actually told the Commission that I've made payments, I've paid kickbacks. I'm not hiding the fact that I've paid kickbacks, but not all payments, not every job incorporated kickback and not any payment that I made was part of a kickback.

40 All right.---But I have paid kickbacks. I, I said "look, to the, to the best of my recollection, wherever I've paid a kickback" I said it's a kickback, and, you know, I've been bluntly honest but, yeah.

All right. Have you communicated with Towfik Taha about this, as you've described it, investment that Mr Hussein Taha made in your business?---No, I haven't seen Towfik in years.

Have you communicated with him in any form about this?---I haven't spoken to Towfik. I haven't seen him. We haven't communicated. I haven't spoken to people that have spoken to him on my behalf. There's been no form of communication between, between them or myself.

10

Okay. Well, can I just go back then to the dummy quoting practice that I started to ask you about before. You confirmed that you were aware that Mr Dubois would seek dummy quotes on jobs?---That's correct, Mr Downing.

So that there would be occasions when one of your companies would get a job and others would put dummy quotes in?---That's correct.

And, principally, it's companies controlled by Mr Hadid and Mr Chahine? ---That's correct.

20

And then the reverse was that there were occasions where you would put a dummy quote in and they would get jobs?---That's correct.

And, indeed, there were occasions where you put a dummy quote in for one of your companies and one of your other companies got the job?---That's correct.

And when that occurred, was that always at the behest of Mr Dubois?---Yes.

30

So what would often happen when he had a job coming up was that there would be discussions between you, him and Mr Chahid Chahine and Barrak Hadid?---Yeah, most, some of the times, some of the times, just Alex himself.

Right. So would he sometimes just tell you, "Look, you're going to get this one and Barrak's company's going to put in a bid and you'll be cheaper"? ---That's correct.

40

And, on other occasions, did you actually sit down with the four of you and he would say, "Look, Mr Chahine's company gets this job" - - -?---Yes.

- - - or he probably referred to you by your first name, but, "Hassan, your company gets this job," and he would tell you what the price would be?  
---Yes. That's correct.

So that it was swings and roundabouts? There's some jobs where you were the dummy bidder and didn't get the work, other jobs where someone else was the dummy bidder and you got the work?---That's correct.

10 Right. Was there ever any occasion when you tried to reduce him down on his margins for the jobs that you were getting? You've told us it was normally 50/50. Did you ever try and negotiate him down from there?  
---Look, just knowing I've got an assertive personality, I may have in the beginning but I just fell in line and just did what I was instructed to do.

Okay. All right. Now, can I move on. I've taken you through a schedule in respect of work that Areva did. I want to move on to Seina now. Now, Seina was the company that did the largest volume of work and the highest value work over a long period of your three companies. Correct?---That's correct.

20 And I took you to – I suggested that yesterday. I'm suggesting that it was receiving payment for RMS work through Mr Dubois from September 2013 right through until late May 2019.---I'm not sure of the dates but they sound correct.

Right. So almost six years I'm going to suggest.---Okay.

30 And it's the case, isn't it, that as you told us yesterday that you established Seina because Mr Dubois suggested he needed you to have a second company to do the work?---Yes.

And it's correct, isn't it, that with Seina it was actually a company that already existed?---Yes.

And please tell me if this is correct. I recall your evidence was that he wanted you to get a company that had some trading history.---Yes.

40 Can I have you now look at some documents, please. Volume 4.15 at page 1, and do you see that this is an ASIC document in respect of a company known as H.A.M Formwork Pty Ltd?---Yes.

And if you go ahead, please, to the next page you'll see that the director and secretary originally was a Mr Abou Hussein, sorry, Mr Hamze Abou Hussein.---Okay.

But if I could ask you to then go ahead, please, to page 4 of that document. You'll see that there was a change of company details so form 484 signed on 29 July, 2017 and it shows you as the director.---Yes.

10 And if you go over the page you'll see that Mr Hamze Abou Hussein ceased to be a director on 22 July, 2013.---Yep.

And if we go over the page again you're appointed as a director on that date.---Yes.

And if we could go ahead, please, to page 8 you'll see that the resolution that you put up was that the company's name be changed from H.A.M. Formwork.---Yes.

20 If we go ahead, please, to page 10 and you'll note that it indicates there was a meeting on 22 July and the resolution was to change the name to Seina Group from H.A.M. Formwork. Correct?---Yes.

And you say that this was at Mr Dubois's request so that there was a second company in order – sorry, a second company available to do work that had a trading history.---Yes.

30 Now, do you recall him saying anything about why he wanted there to be a second company, that is, in your, under your control?---So I can get more work and it doesn't arouse suspicion.

So he told you something to the effect that he wanted to be able to give you more work but not make it look suspicious by having one company doing too much.---Mr, Mr Downing, I don't remember the exact conversation but it was so one company doesn't get all that work and that that amount of work is kind of spread over two entities.

40 All right. Now, as far as dummy bidding is concerned, do you recall that at times you didn't only use your own companies to dummy bid but you actually used a company that your brother was involved in?---That was my company.

Was it?---Yeah.

All right. Well, can we go, please, to Exhibit 48. You'll see that this is an ASIC search for a company known as Acate, A-c-a-t-e, Pty Ltd. Is that the company you're referring to?---Yes.

So you say that this was your company?---Yes.

10 So you'll see that it was registered on 29 March, 2011, and then deregistered  
23 January, 2019?---Yes.

Go to the next page, please. And you'll see that the original name before it was Acate was Gold Service Wholesalers Pty Ltd?---Yes.

And that was the name of the organisation from 29 March, 2011, to 12 June, 2013?---Yes.

20 If we go to the next page, you'll see that previous directors were you from  
14 January, 2013, until 1 July, 2013, so just for a short period in June 2013  
but then your brother from 1 July, 2013, through to the deregistration in  
2019?---Yes.

And if you go to the next page, please, you'll see that with shareholding, there were 100 shares. And if you go over the page again, you'll see that at one stage, it was owned by the previous owner of the company, that is back when it was Gold Service Wholesalers, Mohamad Harb Roumieh, but then you held the shares and also at the top, your brother held the shares?  
---Correct. Yes.

30 So do you say that when the company was – I withdraw that. Do you say  
that this is a company that was bought and then changed from the original  
name into Acate?---Yes.

And do you say that this was you behind that?---Yes.

Did your brother use it at all?---I gave him authorisation to use it, but just if he wanted to. So I think he may have dabbled in it but I'm not sure.

40 Well, dabbled in what, like, what did he use it for?---He did excavation  
works, just little civil-type jobs.

Right.---And demolition - - -

I'm sorry.--- - - - in, in, like, in that, in the demolition game and civil works, so either/or.

10 Okay. So he actually did do some work through that company, as in work that he was being paid for, so that there would have been money coming into the company?---He did the work, I think, for private people, not, not RMS or RTA. He just did, he did, did, he did, he had his, yeah, he had his, maybe a builder or two that he may have been working for or some private clients.

I'm not suggesting that Acate did any work for RMS. But you're saying your brother was doing work for whoever. But parties at arms-length, he was doing work for and getting paid but through Acate?---Yes.

But you say you were the one behind setting it up and there was – sorry, I withdraw that, buying it and then changing it into Acate?---Yes.

20 And for a short period, you were the shareholder and director?---Yes.

But your purpose in having that company was purely to dummy bid. Correct?---Yeah, for having this company?

This company.---No, actually, it wasn't to dummy bid. It was actually to do work, but he just never did any work.

30 Well, this company was never put up even as an approved vendor for the RMS, was it?---No, but I did use it to dummy bid. You're correct.

Wasn't, its sole role was to just make up the numbers when it came to coming up with three quotes?---I don't really recall. I think it was used for that. I don't know if the intention was that. I think I, I actually, I think I got it to actually do some work with it but it didn't end up doing any work.

Okay. And, what, when you say to “do some work” do you mean work for the RMS?---Exactly right.

40 So in order then you'd had on your accounts, Areva firstly does work, then you then take over a different company and it became, becomes Seina and it does work?---Yeah.

But in 2013, as well, which is the dates that we are now in respect of Acate, do you say that you set up a third company, even then, with a view to doing RMS work? That's Acate?---Yeah, that's correct.

Do you say that Mr Dubois asked you to set up two more companies in 2013?---I'm not sure but I know that I was asked because Areva couldn't, no longer be used because anything I think that had sent money to MWK, he didn't want to use it anymore and I think he asked me to get some  
10 companies that had some trading history.

Okay. But, in reality, what actually happened was that Acate didn't actually do any work at all for the RMS. It simply put in dummy bids?---That's correct.

All right. Now, before I come to the actual schedule of the works Seina did, I've suggested to you already that Areva made a number of payments to MWK, the company set up in Mr Towfik Taha's name but controlled by Mr Dubois. Do you recall that?---I don't recall the payments. I know I  
20 made payments. I don't recall how much but I know that payments were made to MWK.

Can I just take you, please, back to volume 4.15 which is the ASIC documents and at page 8 and that's the resolution to change H.A.M Formwork's name to Seina.---Yes.

22 July, 2013. So just bear that date in mind. I'm going to suggest that that was within a couple of months of the last payment that Areva received in respect of RMS work. Does that accord with your recollection?---I'm sorry,  
30 I lost focus. I lost my concentration. Can you repeat that.

I've put to you already that Areva did work for the RMS through Mr Dubois from, or was paid for it from November 2011 until 23 May, 2013.---What were those dates again?

November 2011.---November 2011.

Till 23 May, 2013. So Areva is the first company in time that does work for Mr Dubois.---Two years. Okay. Yep.  
40

And I'm suggesting the last payment was made 23 May, 2013.---Okay.

And what I'm indicating to you with this document that I've taken you to that the resolution in respect of Seina is that that name change to turn H.A.M. Formwork to Seina happens quite soon after the last payment to Areva. So within a couple of months you're taking steps to have Seina put into existence in your name.---Yes.

10 Now, going back to the payments Areva made. You've told me most were cash but you've also confirmed that there were some payments that he sought to be made to this other company MWK. Correct?---Yes.

And you found out that MWK was actually in Mr Taha's name but controlled by Mr Dubois.---Yes.

I want to take you to some documents now and if we start, please, at volume 1.1, page 73. You'll see that this is a search, an ASIC search for MWK Developments and that it shows - - -?---Yes.

20 - - - the company was registered 30 May, 2011 and then reregistered 20 October, 2013.---Yes.

And if we go over the page, please, you'll see that previous directors, putting aside two people that aren't related to this inquiry, Mr Taha was the director from 20 October, 2013 through until the deregistration – sorry, I withdraw that – from 30 May, 2011 through until the deregistration on 20 October, 2013.---Okay.

30 And if we go over the page. In terms of the shareholders you'll see it was one – sorry, 100 shares and the former shareholder was Towfik Taha.---Yes.

So you became aware of this company's existence and of Mr Taha being the person whose name it was established.---I'm sorry, can you repeat that.

Sure. You became aware that this company existed and that it was in Mr Taha's name.---Yes.

And Mr Dubois asked you to make payments into this company's name. Correct?---Yes.

And was it at the time that he asked you to make the payments that you found out that it was under Mr Towfik Taha's name or was it later?---I don't know.

But you ultimately became aware that the money that was being paid in was being paid for Mr Dubois's benefit not Towfik Taha.---Yes.

10 All right. Can I take you to volume 5.1, page 108. 108. If we can just enlarge that slightly, you'll see unfortunately the name on the left is slightly cut off but it's a CBA cheque of the Auburn Branch and I'm suggesting it's an Areva Corp cheque.---Yes.

Do you see down below, in the numbers just in the middle of the page there's number 1-0-6-1-0-0-4-4?---Yes.

And you recall, don't you, that that was one of the accounts that you opened in Areva's name?---Okay.

20 Do you see that, according to this it's a 20 June, 2012 cheque in favour of MWK for \$143,370?---Yep.

And it bears your signature?---Yes.

Do you recall that this was something that Mr Dubois asked you to pay in the name of MWK Developments?---Yes.

Do you recall who you actually gave it to?---No, I don't, I don't recall him asking, I know that any payment I would have made was to Alex.

30 All right. But you can't now recall what you did with the cheque in terms of who you gave it to or whether you took it to the bank to deposit it yourself perhaps?---Deposit what?

The cheque, if you went to the cheque and had deposited into an account for MWK, I'm just asking if you can recall what you did with the cheque?  
---It was ten years ago.

40 All right. Can I ask you please to go ahead to page 186, same volume. You'll see that this is one of the bank statements for that account you had with the CBA for Areva?---Okay.

You'll see the account number next to the words "cash investment account" ends in 0-0-4-4?---Yes.

And you'll see that this covers the period 1 March, 2012 to 31 May, 2012? ---Yes.

Right at the bottom you'll see highlighted in yellow there's a payment of direct credit showing a payment from the RMS on 22 March?---Yes.

10 All right. So you would receive these bank statements from time to time? ---Yes.

Can I get you to go please to page 190. Do you see there it's again the same account statement and you'll see at the top the account number ends in 0-0-4-4? ---Yep.

You'll see on 22 June that cheque was presented, so the MWK Cheque in \$143,370?---Yep

20 All right. Can I then take you please to page 114, same volume. Do you see that this is a second cheque, so close in time, this is now 27 June, 2012? ---Yep.

Signed by you on behalf of Areva Corp?---Yes.

For MWK Developments?---Yes.

\$49,500?---Yes.

30 Again, bearing in mind that date, 27 June, 2012. If we go please ahead to page 191, same volume. Do you see this is a bank statement again for the same CBA account ending 0-0-4-4?---Yes.

Do you see that there is a cheque presented on 29 June so there's a debit of \$49,500?---Yes.

That's the cheque to MWK that I just took you to?---Yes, correct.

40 What that indicates is that in a short period of time, in the course of less than a week in June 2012, \$192,870 was paid by Areva to MWK?---Yes.

And it's likely, isn't it, is what that reflects is the cumulative management fee over a number of jobs you were doing 2011/2012 for Mr Dubois?---Yes, correct.

So, bearing in mind the dates, I've suggested to you that the records show that the first payments to Areva occur in November 2012 – sorry, I withdraw that – November 2011. This is now about seven months later, so is it likely that that reflects his cut over a series of jobs from November 2011 to June 2012?---That's correct. That's correct.

10

Now, it's a significant sum of money, just short of \$200,000?---Yes.

Did you have any discomfort in paying it by cheque to him at the time?  
---No, I just did what I was told.

You don't recall ever suggesting to him that you didn't like paying cheques and you'd prefer to pay in cash? You don't recall ever suggesting - - -?  
---No, I, no. No.

20 - - - to him that you'd prefer to do it by cash?---No.

Right. Now, in any event, did you become aware around the time that you were making these payments to MWK that other contractors were paying money to MWK, as well?---I don't recall.

Do you remember being asked to go to Mr Dubois' house for a meeting one night in about late 2012?---No.

30 And, again, I'm talking about the year 2012, so later in the same year that you made those two fairly substantial cheque payments to MWK.---You're talking to me about a meeting 10 years ago.

Right. But I'm suggesting this was a meeting that Mr Dubois ask you to attend at his house and also present were Humphrey, that is Mr Goldberg, Mr Hadid and Mr Chahine. Do you have any recollection of that?---No.

How often did you meet at Mr Dubois' house?---Whenever I was called.

40 Right. And how often was that?---Sometimes, maybe, I don't know. Just when I was called. Maybe twice a month.

All right. Now, you've told me that there were occasions when not only you would be present but also Mr Chahine and Mr Hadid would be present when you had a meeting with Alex?---Yes. Sometimes I, I was alone, sometimes Mr Hadid or Mr Chahine were there.

Right. But can you ever recall a meeting where the attendees were you, Mr Chahine, Mr Hadid, Mr Dubois but also Humphrey?---No.

10 Humphrey didn't really mix in that same circle of contractors, did he?---I don't know. He, he was part of the scene for a while and then, I don't know what happened.

Well, given that you don't recall there ever being a meeting that Humphrey was present but on top of you, Mr Dubois, Mr Chahine and Mr Hadid, wouldn't that be something that would be a little bit more memorable?---Mr Downing, you're asking me the same question over and over. And I tell you that I don't have recollection of that meeting.

20 Could it be that you do recall and you just don't want to tell us about it?---I have no recollection of that meeting, Mr Downing.

Right. Well, let me put some more detail around it and see if that assists. Do you recall a meeting where Mr Dubois and Mr Goldberg, that is Humphrey, both spoke and said all of your different companies have been paying money into MWK and it has to stop?---I think eventually Alex didn't want that but I don't recall that exact meeting.

30 Well, do you remember a meeting where Mr Goldberg spoke and said, "It's my brother's company. No more money can be paid into it"?---No, I don't remember that meeting.

Do you recall some concern being expressed by Mr Goldberg at a meeting with all of those people present about the money being traced back to Alex and if that happening, all of you being in the shit?---You keep referencing this meeting and I tell you, I don't recall this meeting. So how can I answer your question?

40 Well, what I'm trying to is provide a little bit more detail around what's said to have occurred to see if that might spark your recollection. Sometimes - - -?---I'm sorry. It hasn't.

It hasn't?---It hasn't.

All right. Well, let me see if this assists. Do you recall a meeting with those people where Humphrey proposed that he could take care of the problem in return for a payment of money?---No.

10 Do you recall Humphrey suggesting at that meeting I know you say you don't recall but I'm trying to see if this might assist your recollection, that in return for a \$40,000 payment he would take control of the companies that had been making the payments and erase the details of it.---No, I'm sorry.

THE COMMISSIONER: Do you recall that subject matter ever coming up?---No.

Whether you can remember a particular meeting or not.---No.

20 Do you have a general recollection about discussions that were directed towards Areva being as it were taken out of the picture and being replaced by another company?---(not transcribable)

Pardon?---I don't recall, I don't recall the meeting that Mr Downing is referring to.

No. You've said that but - - -?---I know that - - -

- - - I'm asking about the subject matter rather than a particular meeting. You understand the difference?---Yes, yes.

30 I'm asking you as to whether that does ring a bell with you that there was a discussion, whether it was in a meeting or not but that the subject matter did arise?---The subject matter arose and that's why Seina was made. I think Alex would have mentioned it at some stage and I just do whatever Alex wanted.

40 And as to the rationale, you know, the underlying reasoning for moving away from Areva in terms of what you've just said, did you have an understanding that that rationale related to the desire of Mr Dubois to protect the improper scheme that was in operation involving kickbacks?  
---Yes.

Okay. But you can't pinpoint it to a particular meeting but that was the rationale. Is that right?---Yeah.

Okay. Thank you.---Yep.

MR DOWNING: Mr Alameddine, do you remember any discussions, not with Mr Dubois about this, but with Humphrey about this topic?---No.

10 Well, see I'm suggesting to you that he at a meeting, but whether you agree it was a meeting or not, I'm suggesting he told you that what he wanted was a \$40,000 payment and he would take over Areva and he would get rid of the records of any of the payments that had been made to MWK. Do you agree or disagree or you say you don't remember?---What are you talking about? What, what are records?

20 I'm just suggesting to you a conversation. I can't tell you what Mr Goldberg might have meant but I'm suggesting that that was put to you as a proposition.---You've giving me a vague statement and you want me to recall vague statements. I don't recall this vague statement. And what do you mean by records?

Well, that he could erase records of any transactions, that is, the payments of money from your company into MWK.---You mean bank transactions?

Well, there were transfers.---You mean bank transfers?

Yes.---That Humphrey could erase bank transfers?

30 I'm suggesting he proposed that, that in return for \$40,000 he would take over the company and he would get rid of the records.---Who said this? Does that make sense to you, Mr Downing?

Please don't ask me questions. Please just try and respond.---Okay. No. No.

And if you can't remember or you say it definitely didn't happen you can tell me that.---No.

40 No what?---Who on earth can get rid of bank transfer records?

Please just answer my question. If you say that - - -?---No.

- - - it definitely didn't happen, you tell me that.---No.

If your answer is I don't remember it - - -?---I have, I have no recollection of this.

All right. Do you remember Mr Goldberg, that is Humphrey, suggesting he had ATO connections that would help him take care of this problem?---Is this connected to him erasing bank records?

10

Yes.---No.

All right. Now, it is the case though, isn't it, that in 2013, the middle of the year you did actually transfer Areva over from being a company under your name and control to being one under Mr Goldberg's name and control?

---Yes.

And I took you to that search yesterday which showed that it happened on 20 June, 2013.---Okay.

20

And what I'm suggesting to you is that you did that as part of this discussion that you'd had with Mr Goldberg about him wanting the payments to his brother's company MWK to cease and that he would take care of the company and get rid of the problem.---No, that's not correct.

And I'm suggesting that at the same meeting the same proposition was put to Mr Chahine and Mr Hadid about their company Complete Building Fitout and they said, "Thanks but we'll take care of it ourselves."---I don't recall that.

30

All right. So what you tell us is that you had a discussion with Alex about stopping using Areva to make payments to MWK. Correct?---I, I don't recall a discussion with Alex. In my mind, I know that there was something said by Alex. When, at what stage, I don't recall but that's what I can vaguely, what vaguely comes back to me.

Right. But it was at his behest, his request, you say that you stopped using Areva to make payments to MWK and registered a new company, Seina, in order to do the work. Correct?---Yes, yes, that's correct. Yeah.

40

All right. And you say that it just was a coincidence that you happened to have that company sitting around and not long after, Mr Goldberg said, "Have you got a company I could use that's got some trading history?" ---Yeah, I set up the company because having one company would have limited the amount of work I was getting and so, and Alex wanted another company set up. And then when I wasn't permitted to use Areva anymore, I, that was actually, I gave it to Humphrey.

10 And you say he wanted a company that had trading history. That's your evidence, isn't it?---Yeah, he wanted a company that had trading history and, I don't know, so, I, I had no use for it anymore.

Right. And to your knowledge, what did Humphrey do with Areva?---I don't know. You've got to ask him.

Right. I'm going to suggest to you, Mr Alameddine, that the evidence you're giving about this is not frank and truthful.---I sold, I, I gave him that company because I had no more use for it. And, as you can see, I had Seina and I had Acate.

20

Right. Okay. Now, did you receive any payment from Humphrey for Areva?---No. I think I would have just given it to him, but I don't, I don't recall. That was 10 years ago.

All right. Can I move then to Seina and can I take you now to volume 4.10, page 1? And you'll see that this is a schedule similar to the one I took you to for Areva yesterday. Do you see that?---No, no.

It hasn't come up yet?---No.

30

Sorry. Just give us a moment.---Yeah.

Can you see it now?---Yeah.

Okay. So do you see it's a similar format to the schedule for Areva that I took you to? So it shows dates of posting of invoices, the amounts - - -? ---Yeah.

40 - - - the purchase order number, the contract number, a brief description of works - - -?---Yeah.

- - - and then there's details of the payments that are made into the Seina bank account in the right under the green heading?---Yeah.

And you'll see that it refers to a CBA business account and you'll see, understandably, it's a different account number to the one that you had for Areva.---Yeah. Yeah.

And you'll see that it ends with the numbers of 5-1-4-7?---Yeah.

10 And in terms of the first job, you'll see the first job shows an invoice posted on 12 September, 2013, and coincidentally it also involves Galston Gorge? ---Yes. Now, we've been through this document and what's on this document is correct.

Okay. In terms of the jobs that you did and the amounts that were - - -? ---Yes.

- - - billed and the amounts that were paid?---That's correct.

20 So the first job in September 2013 and then if we skip ahead, so that's the first page, so that it runs from index 1 - - -?---Yeah.

- - - down to 36, page 2 has 37 through down to 71?---Yes.

And then over the next page, index numbers 72 through to 98?---Yes.

And you'll see that what it shows then in terms of the total is that the total build by Seina over that period of just under six years was 6.817 million? ---Yes. Yes.

30 And given that this is later in time than the Areva work, and you've told us about the practice Mr Dubois had in terms of seeking management fees, it's correct, isn't it, that on almost every one of these jobs, there would have been a management fee or cut, however you want to describe it, paid to Mr Dubois?---I would say on 80 per cent of this work, yeah, then.

And I can go through and let you look at the different locations if you want but I take it that - - -?---No, I, I - - -

40 - - - you recognise them?---We've been through this document, yeah, we've been through it.

So you accept that they were all the jobs that Seina did?---Yes. Correct.

THE COMMISSIONER: Mr Downing, would that be a convenient time?

MR DOWNING: It is. Thank you, Commissioner.

THE COMMISSIONER: Mr Alameddine, we'll take the morning tea adjournment. So we'll resume, it's now about 11.30. We'll resume about  
10 10 to 12.00. If you'd be ready to continue at that time, please? Thank you.  
We'll adjourn.

### SHORT ADJOURNMENT

[11.30am]

THE COMMISSIONER: Mr Downing, I understand there were some technical difficulties that were delaying us?

20 MR DOWNING: There were, but they seemed to be rectified.

THE COMMISSIONER: They've been fixed? Good.

MR DOWNING: Fingers crossed they have.

THE COMMISSIONER: Thank you. Yes.

MR DOWNING: Mr Alameddine, I've taken you to the schedules for Areva and Seina. I want to take you to a schedule of the RMS works and  
30 payments for EPMD.---Yes.

So first of all, you'll recall that EPMD, I asked you some questions about it yesterday. It was a company that was set up, not with you as the director and shareholder but Mr Raha?---Correct.

Just to quickly refresh your memory. If we go to volume 4.3 page one. It should just take a moment and then come up. So, has that now come up in front of you?---Yes.

40 You'll see that that company EPMD registered 7 January, 2013 and was still registered as at the time of this search. If we go over the page, please, you'll

see that previous directors, so from 1 July, 2013 until – I withdraw that. From 7 January, 2013 to 1 July it was you but then it became Mr Raha from 1 July, 2013.---Okay.

So I take it – I withdraw that. Did you initially start the company with you as a director for a particular purpose or was it just a mistake in having you set it up with you as director?---No. I actually purchased this company because it had trading history.

10 Right. You're sure that this wasn't a company started from scratch by you?  
---I don't recall, I don't recall but - - -

Well, if you go back to the first page please. You'll see that the registration date is 7 January, 2013 - - -?---Oh okay, yep, ok

- - - and if you go to the next page you'll see that's when you start - - -?  
---What year was it, 2013?

Yes.---Okay, yes, okay, I see it there.

20

So was there a reason for having yourself as director for close to six months and then having Mr Raha come in?---I put it in Simon Raha's name because the intention was to use it for RMS Works and I couldn't have two companies in my name on the request of Mr Dubois.

Right. But was there a reason for initially registering it in your name rather than just starting it from, well, commencing with Mr Raha as director?---I sometimes lack concentration so I wouldn't have thought it through clearly.

30 All right. Now, you confirmed for us that Mr Raha was just a straw director, he didn't have anything to do with the running of the company?  
---No.

But he was involved with you in the running of a meat business?---That's correct.

40 Can I just get you to have a look at some documents in respect of that business, it's volume 4.1, page 686, and just while we're waiting for that. I think your evidence yesterday was that the meat business that you were operating was it that Halal Meats Australia?---Correct.

And was that the company that you and Mr Raha were actually running together?---Correct.

All right. Just wait for a moment, a document should come up which is the ASIC search for that company. Yes, so you see that this is, it's an ASIC snapshot but for Halal Meats Australia.---Yes.

Can we perhaps just go back a page, I just want to see if this is the first page for – if we can just go back one page please, oh no sorry, thank you. So do  
10 you see that it's a company that's registered on 16 December, 2013?  
---Okay, yep.

This is the business that you and Mr Raha ran, correct?---That's correct.

Go over to the next page you'll see that it shows as directors, or Mr Raha and then a Simon Prasad but you as a previous director.---Yes.

Was there a reason – I withdraw that. Did you run it with Mr Raha for a period and then extract yourself from the business?---I don't know why, no,  
20 Simon Prasad was also working with us in, in that company and so whoever was director, that was a completely straight down the line business.

So it was a meat export business sending meat from Australia to the Middle East?---Correct.

All right. Just for the record, so I haven't confused anyone, it was pages 687 and 688 were the correct page numbers for the search. Can I then take you to same volume but page, I hope this is the right reference, 704. Now  
30 do you recall getting some artwork done for a business known as the Australian Butcher?---Yes, I didn't do that.

Was the same business or a different business?---Um, that's a different business in Lebanon.

Right. But it was you and Mr Raha again. Correct?---Yeah, correct.

Do you recall getting this put together or perhaps Mr Raha did some presentation documents?---Raha. Yeah, Mr Raha did that.

Right. Can we just skip ahead, please, to page 761, the same volume and if we just – thank you. You’ll see that there were business cards made it seems for you and Mr Raha.---Correct.

All right. So were there two meat-related businesses that you and he ran, one doing export from Australia to the Middle East and one involving sales in the Middle East?---Yeah. I think in like the Middle East it’s difficult to register a branch of a company and then so, it was just easier to set up a company.

10

All right. But your evidence is that whatever payments you made to Mr Raha related to your meat business I take it, the Halal Meats Australia, not to do with EPMD?---Correct.

So is it the case that with EPMD you arranged for the company to be set up in his name. Correct?---Yes.

But he got nothing for it.---No.

20 Do you recall what you told him as to why you were setting it up in his name?---He didn’t really ask. He was just focused on this.

On the meat business?---Yeah.

So, what, he just did what you asked him to do in respect of being a - - -?  
---Yeah.

- - - director for EPMD?---That’s right.

30 All right. Can I then go ahead, please, to volume 4.3, page 149 and when this comes up it’ll be a schedule similar to the ones I’ve shown you already for Areva and Seina.---Yep.

And just before that comes up, do you recall the EPMD, it was the last in time of the three companies that did RMS work?---Correct.

And it did a smaller volume than Seina, didn’t it?---Correct.

40 Perhaps if we just make that a little larger. Thank you. So you’ll see that it shows a first posting date for the invoices from EPMD being in May 2016.  
---Yep.

And that there are invoices being posted and payments being made through until April 2019.---Correct. We went through this document. That's correct.

Right. So you've satisfied yourself that this all relates to - - -?---Yes.

- - - EPMD jobs for Mr Dubois?---Yes, yes.

- 10 And do we take it that with most of these jobs noting the timeframe that they start in 2016 there would have been a management fee paid to Mr Dubois?---Yes, around 80 per cent of this work, yes, correct.

And similar to what you told us about Areva's work and Seina's work it would have involved - - -?---Yes.

- - - a similar process of putting together a quote, him telling you to increase the price and then splitting the actual profit made 50/50?---Correct. Correct.

- 20 Now, just looking at the list of works there you'll see for instance that there were some OH stage 4 work. You know OH stands for over-height. Correct?---Yes.

That was over-height signage.---Yes.

And you've told us you did quite a number of signage jobs.---Yes.

And you'll see down below that there are some works in Nyngan. So if you look at items - - -?---Yes.

30

Oh, not items there but you'll see November 2018 there's some works at Nyngan involving under bore protection barrier installation.---Correct. Correct.

- All right. Now, you've agreed with me already that there were occasions where you would, either you would discuss with Mr Dubois yourself or you'd meet with Mr Dubois and Mr Chahine and Mr Chahid – sorry, Chahine and Mr Hadid in order to fix the outcome of certain quotes that were coming up in terms of which company would get the work and which company would be the dummy bidder.---Sorry, you, I lost concentration.  
40 Can you repeat that.

That's all right. You've agreed with me already that there were occasions where either you would talk to Mr Dubois and he would tell you your company is going to get this job but Mr Hadid and Mr Chahine's companies are going to get another job. So that happened sometimes where he would just tell you that.---Correct.

10 And there were other occasions where you would meet with Mr Dubois, Mr Hadid and Mr Chahine and he would effectively dole out the work and say, "Your company's getting this job, your company's getting this job and these will be the prices"?---Yeah. And, and, and I can't see you actually, by the way.

Sorry. Have we lost the camera or, are you able to see anyone in the courtroom so - - -?---Yeah, yeah, just see - - -

- - - you can see the Commissioner?---All I've got is a document in front of me.

20 So not the Commissioner?---I've got the document in front of me.

Okay. All right.---If you can, okay. Yeah. Okay.

Can you now see the courtroom?---Yeah.

Okay. Thank you.---Yeah.

30 So what I was just asking you is, and I think you've already agreed with this, that were occasions where you actually met in person with Mr Dubois and Mr Hadid and Mr Chahine and he divvied up work and said who would get what job and who would be the, do the dummy quoting for that particular job?---Correct.

All right. Do you recall on one occasion meeting with those people, Mr Dubois and Mr Chahine and Mr Hadid at Mr Dubois' house for that purpose to work out who would be getting what particular job?---Well, I, we, we either met at his house or at, like, other places, but, yes, I think we went through this, yes.

40 And was one of the other places you met, the work premises that Mr Chahine and Mr Hadid had in Hephher Road, Campbelltown?---Yeah.

Right. Now, I want to take you to the Nyngan works. And if I could take you, please, to volume 2.6, page 193. And tell me when that has come up on the screen in front of you? Do you have that?---Yes.

And you see that this is an email from Mr Dubois to himself but then BCC-ed, so blind copied, to a number of people on 2 October, 2018?---Yes.

10 And you see that it's blind copied to Mr Chahine at the CBF Projects email address to an info@eurocivil&maintenance email address to an ozcorpcivil email address to a harryalameddine@seinagroup and to - - -?---Yeah.

- - - simon@epmd?---Yeah.

Yeah. Just looking at the two that you're associated with. So they're both email addresses that you controlled, correct, the Seina Group - - -?  
---Correct.

20 - - - and the EPMD one?---Correct. Correct.

So even though it's set up as simon@epmd it was you who operated it?  
---Correct.

So you would have received both these emails?---Correct.

30 And you're aware, aren't you, that the other companies there, so CBF Projects, Euro Civil & Maintenance and Ozcorp Civil were the three companies that were doing work controlled by Mr Hadid and Mr Chahine?  
---Yes.

Okay. And you'll see that this was on 2 October, 2018, and it was asking for quotes in respect of an STC, so a Safe-T-Camera site at Nyngan?---Okay.

And you see that it sought the quotes by the close of business on the 12<sup>th</sup>?  
---Yes.

Now, you know that your companies did some of that work. Correct?  
---Yes.

40 And you know that Mr Hadid and Mr Chahine's companies did some of that work at Nyngan, as well. Correct?---Yes.

Now, do you remember, bearing in mind that this is the date, 2 October, 2018, that there was actually a meeting you had at Mr Dubois' house in order to discuss this work?---Yes. I don't, I don't remember the meeting but you showed me the, the evidence and, and, and, yes, I agree with you.

All right. Can I just remind you, so the email requesting the quotes was 2 October and it indicated a closing date of the 12<sup>th</sup>. Can I show you same volume, please, but page 188? Do you recognise that as being a photograph  
10 taken in the street outside Mr Dubois' house?---Yes.

And do you recognise whose vehicle that is, the white Toyota HiLux?---No, I don't know who that car is.

You don't know if that belonged to either Mr Dubois or to Mr Chahine or Mr Hadid?---I, I know they drove a HiLux. I don't know if that's the HiLux that he drives, yeah.

All right. What I'm going to suggest is that on this day, 12 October, 2018,  
20 and 1.14pm, you, Mr Chahine, Mr Dubois and Mr Hadid were all inside Mr Dubois' house meeting.---Yeah. Yes.

And note the time, this is at 1.14. Do you recall on the same day that you went and had lunch together, that is you, Mr Hadid, Mr Chahine and Mr Dubois?---I don't recall it but, yeah, you showed me the, the evidence, yes.

If we go, please, to page 189. You'll see this is a photo taken on the same day, 12 October, 2018, but at 1.56. And in order, it shows, doesn't it, Mr,  
30 I'm sorry, Mr Hadid on the left at the front.---Yep.

Mr Chahine on the right at the front.---Yep.

You at the left at the back.---Yep.

Mr Dubois at the right on the back.---Yep.

And then if we go ahead, please, to the next page. Same time but this time it shows Mr Chahine, you and then Mr Dubois.---Yep.

40 Next page, please, 191. So from left to right, Mr Hadid, Mr Chahine, you, Mr Dubois.---Yep.

And then next page, please, 192. Same day but now at 2.09, from left to right it shows Mr Chahine, Mr Dubois, you and then Mr Hadid.---Yes.

Now, do you recall that there was a restaurant that you sometimes went to at Waldron Road in Chester Hill?---I know that there is that restaurant, that, that Lebanese restaurant that, yeah.

The Jasmin Lebanese restaurant?---Yeah.

10

All right. Can I go back then, please, to some of the documents in respect of the job. So can I take you, please, to page 225. Now, I want you to bear in mind the dates and times of those photos I've just shown you that were from around 1.15 through to about 2 o'clock, that is PM, on 12 October, 2018. ---Yep. Yep.

Do you see that this is an email now that Mr Dubois sends to himself and blind-copies to Mr Chahine at CBF, you at Seina, Simon at EPMD, that's you again, then Ozcorp as well?---Yep.

20

You see it relates to the Nyngan works.---Yep.

And it's saying, "Can you please take note of the following queries about the RFQ for the works at Nyngan?"---Okay.

Provides a bit further detail.---Yep.

Now, do you recall that this was actually sent to all of you while you were with Mr Dubois in his house?---I don't recall it, but yes, the timings match, yes.

30

All right. And this was the day that the quotes were supposed to be in by. ---Okay.

Do you recall whether there was any discussion about perhaps providing a bit more information that would justify a bit more time before the quotes were in?---I don't. I, I, but knowing Alex, he, he has attention to detail and he, he likes things done properly.

40 All right. In any event, can I get you to go, please, to page 226, same volume. So next page. Now, this is not an email to you, it's from CBF

Projects, but you knew that was Mr Chahine's company. Correct?---I didn't know it was Chahine's, but yeah, okay.

Well, sorry - - -?---I know it was for, for, for him and Barrak.

Yeah. You were aware, weren't you, that the two of them controlled the three companies, so CBF Projects, Ozcorp Civil and Euro Civil.---Yep. Yep.

- 10 All right. And you'll see that this is a quote. If we go to the next page. So sent on 15 October, 2018 from CBF for works at Nyngan, and you'll see there's various items. So first item is the fabrication of some steel.---Yep.

And then if you go over the page, you'll see item 2, that involves decommissioning of a structure and then the erection of a new cantilever structure.---Yep. Yep.

Structures.---Yep.

- 20 Then if we go to the next page, item 3 involves trenching and underbore work.---Yep.

Go to the next page, please. Item 4 involves bunker removal.---Yep.

And a hardstand area installation.---Yep.

And then finally, next page, item 5 involves, again at Nyngan, a wire rope barrier system being installed.---Yep.

- 30 And I haven't paused and looked at the prices as we've gone through, but you've seen that the job involves those five different items which were broken up.---Okay. Yes.

So that's the CBF quote. I'm not suggesting that you received that but it's correct, isn't it, that you also put in quotes for the work?---Yes.

Can I get you, please, to go to page 236, the same volume and you'll see that this is an RMS contract creation variation document but in respect of Seina.---Yes.

40

And you'll see that it relates to the structural fabrication and structural assembly, disassembly for Nyngan.---Yes.

And showing an effective date 16 October, 2018 with an amount of - - -?  
---Yes.

- - - \$322,700.---Yes.

10 And that type of work, that is, steel fabrication and assembly, disassembly was the sort of work you were typically doing.---Correct.

Not the sort of work that Mr Hadid and Mr Chahine normally did.---No.

And you know, don't you, that on this job that was a part of that, the five items that made up the job this was one part that you did - - -?---Yes, yes.

- - - through Seina?---Correct. Correct.

20 THE COMMISSIONER: How did you arrive at the amount of \$322,700?  
---The fabrication of structures and there was, there would have been under bore and wire rope installation.

And how did you actually price out the items?---I would have told Alex about the cost and then Alex would price it.

Sorry, would you say that again. You would have told him what?---About what things would cost.

30 Yeah. And he - - -?---Itemise (not transcribable) - - -

Would he then work out the figures?---Yeah.

So the \$322,700 in this page (not transcribable) - - -?---I think that's inclusive of GST.

Just let me finish. The \$322,700, the total amount quoted had been essentially worked out by him. Is that right?---Yep. Correct.

40 That's Mr Dubois.---Correct.

Okay. Yeah.

MR DOWNING: Thank you, Commissioner. So that price 322,700 you'll see is ex GST. So GST obviously had to be added to it.---Okay.

So when you add 32,270 you end up with \$354,970 for that portion of the Nyngan work.---Okay.

Now, can I take you to the same volume, please, page 262. So do you recognise this as one of your Seina Group quotes?---Yep.

10

Dated 12 October, 2018. So this is the date that it was due.---Yes.

And if we go to the next page, please, you'll see that this relates to decommissioning of the existing STC gantry.---Yep.

And installation of two cantilever structures, if you go over the page.---Yep.

20 And if we go to the next page you'll see that the price for that part of the work is 75,700 plus GST so 83,270 inclusive.---Yep.

So this was a separate element, wasn't it? So there was one price for the actual fabrication of it.---Yep.

And then there was a price reflected by this quote for decommissioning the existing gantry and then putting up the new cantilever structures.---Yep, yep.

30 And I take it that this price again reflected you coming up with the genuine bare bones price, talking to Mr Dubois and him then increasing it to reflect the profit to be divided equally between you.---What the market rate should be, yeah.

But you're agreeing with me saying that that process would - - ?---Yes, yes.

- - - have been gone through?---Yes.

Okay.---Yes.

All right. And can I take you then, please, to page 268, the same volume and you'll recognise this as another Seina Group quote. This is number 261.---Yep.

Whereas the last one was number 260. Go over the page.---Yep.

You'll see that this is the quote for the fabrication of the steel structures and anchor cages.---Yep, yep.

10 And then if you go over the page you'll see that this is the one where the price comes to \$247,000 plus GST or 271,700 inclusive.---Yep.

So this was the charge for the fabrication part of the job, correct?---That's correct. Yes.

Can I just pause on this page. Do you see that one of the items that's allowed for there is "assembly/welding quality control measures"?---Mmm.

You see that?---Yep.

20

Now, you were aware, weren't you, that Mr Duchesne, through M&M Inspections was being retained by RMS in order to do quality checks on the steelwork?---Yep.

But were you including a cost element in this job as well for quality control measures being taken?---I think the fabricator would have brought someone in before Martin, so in case, so he doesn't have any issues with Martin, because Martin's very stringent. So that's what was accounted for, for that.

30 So you were having your own quality person come in via the steel fabricator?---The fabricator, yeah.

But you were building that cost into your invoice to the RMS?---Yeah. Yep.

And you understood that Mr Dubois, separately, was arranging for Mr – I withdraw that. Simply, Mr Duchesne was doing his own quality assurance checks, being paid for by the RMS for the same work?---Yeah. It's just that because we didn't want the, we didn't want the headache of, of, like, going  
40 over the time factor. So for that, that would have been just so we can –

because if Martin comes in and says, "Fix this and fix that," that may take a week and a half, and that was mitigated with the timing factor.

Okay. Can I get you then, please, to go ahead to page 274, same volume. And do you recognise this now as an EPMD quote?---Yes.

Dated 13 October, 2018.---Yes.

10 And this is a quote for the fabrication of the steel structures at Nyngan as well.---Yes.

And in this instance you'll see it's 261,000 plus GST.---Yes.

And if we go over the page, it also involves the decommissioning of the existing structure and installation of the cantilever structure.---Yep.

And that's at 78,500 plus GST.---Yep.

20 So that just pausing there, we can see, can't we, that EPMD's quote for this work was higher than Seina's quote.---Yes.

So this was being submitted as a dummy quote.---Yes.

And so the total price for those two elements, that is the fabrication part and the, well, decommissioning/installation part ends up coming to 339,500 plus GST.---Yep.

373,450 inclusive of GST.---Yep.

30 And I take it you would have submitted the dummy quote here after Mr Dubois said to you this job's going to go to Seina. It will put in the price at, whatever the price was on the Seina invoice, and EPMD is to quote higher. ---Yep.

So the outcome of who was going to get which parts of the Nyngan work would have all been determined by Mr Dubois either in just discussions with you or in discussions with you, Mr Hadid and Mr Chahine.---Correct.

40 Now, the way this ended up, correct, was that EPMD did other bits of the work.---Yes.

It did the underbore, trenching and safety barriers parts.---Yes.

Seina did the decommissioning and fabrication and the installation of the new cantilever.---Yes.

And also the – sorry, so decommissioning and installation of the new cantilever and the fabrication of the whole steel structure.---Yep, yep.

And you know, don't you, that CBF did some other parts as well.---Yes.

10

Do you recall what it was that it did at Nyngan?---Maybe asphaltting and removing of a bunker or something.

The bunker removal wasn't work that you ever did, was it?---No.

So that was the way that it was divvied up in this instance?---Yes.

20 So your company's ended up getting the bigger element of the work if you include both what EPMD did and Seina did compared to CBF.---It was the first time I had done underboring from, from what I recall. From what I can recall, I don't know if underboring was something that I had done. Maybe, maybe once before, I'm not sure. And the wire rope is something that I hadn't done before.

Right. I take it, then, you would have subcontracted those parts of the work out because you had no experience in doing them.---Correct.

So you project managed the people doing that part of the work?---Correct.

30 Okay. Can I take you, then, please, same volume, page 280. We may have an issue with the recording, Commissioner, so we may need to pause just for a moment. Mr Alameddine, can I just ask you just to state your name just so we can see if the sound recording can pick it up.---Hassan Alameddine.

No, we've lost – we're hearing it through the speakers within the courtroom, but it's not being picked up by sound recording, which is a problem for the transcript. So we may need to just adjourn for a moment to have that fixed. I apologise, Commissioner.

40 THE COMMISSIONER: The problem has just arisen, has it? Yes, yes. Yes, very well. Well, I'll adjourn. If it can't be solved in the next five

minutes, we might take an early luncheon adjournment and resume earlier. Otherwise we will – just let me know, would you?

MR DOWNING: Thank you, Commissioner. We'll let you know. Thank you. I'll adjourn.

**SHORT ADJOURNMENT**

**[12.31pm]**

10 THE COMMISSIONER: Yes, Mr Downing.

MR DOWNING: Thank you, Commissioner. Mr Alameddine, can I have you look, please, at volume 2.6, page 280, which should come up on the screen in a moment. Do you have that there?---Yes.

And you'll see this is an RMS contract creation document in respect of EPMD?---Yes.

20 And you'll see that it is, it shows an effective date 16 October, 2018 and it relates to the Nyngan – sorry, STC Nyngan underbore trenching works and safety protection barrier.---Yes.

And as far as the price is concerned, you see it's \$203,000 plus GST.---Yes.

So when you add the GST, it comes to 223,300.---Yes.

30 And if we go, please, to page 304, same volume. Do you see – sorry, I'll just wait for that to come up. This is an EPMD quote, dated 13 October, 2018 in respect of the Nyngan works, but the barrier protection part.---Yes.

It is your quote for 139, sorry, \$139,000 plus GST.---Yep.

Or 152,900 inclusive.---Yep.

And if I could take you ahead then, please, to page 306. You'll see this is the EPMD quote for the Nyngan trench works and underbore.---Yes.

And for that element of the work, it's \$64,000 plus GST.---Yes.

40 So 70,400 inclusive.---Yes.

And so what I'm going to suggest is that when you add those two elements of the work together, what you get for EPMD is the sum of \$235,400.---Yes.

I'm sorry, 223,300. I'm sorry. I've misled you with the maths.---Yes.

Can I take you ahead, then, please, to page 346, same volume? And you see this – have you now got that in front of you?---Yes.

10 You see this is the EPMD quote 13 October, 2018 for the Nyngan works but on this occasion it's for the bunker removal entry and egress?---Yes.

The price for that is \$214,000 plus GST?---Yes.

\$235,400 inclusive GST?---Yes.

This was a dummy quote, wasn't it?---Yes.

20 This was the part of the work that you understood CBF was going to do and you were putting in a dummy quote?---Yes.

This is put in at the request of Mr Dubois, correct?---Yes.

Now, did you keep some notes yourself in respect of the jobs that were coming up and the way in which the elements might be priced?---I don't recall.

Do you recall that there was a green notebook, that is, a spiral notebook that you kept that you made some working notes in?---Yes.

30 And do you recall that - - -?---I know I had books but I don't remember the specific notebook.

But you from time to time, you kept notes so that you could keep a record of the jobs that were coming up, the costings, etc?---Yes.

So just rough workings, I take it?---Yep.

40 Do you recall that when the search warrant was executed on both your family home address and the property that you owned in [REDACTED], that a number of computers and hard drives and documents were seized?---Yes.

Can I take you, please, to volume 4.12, page 1. Do you recognise that as the cover as one of the notebooks you kept?---Yes.

And it's your writing on it, isn't it?---Yes.

Can I take you in that document, please, to page 46. You'll see that with this page it lists a number of locations on the left, so starting Port Macquarie, running down through Port Macquarie, Albury, Albury, Albury, 10 Nyngan, Nyngan, Nyngan?---Yes.

They refer to different RMS worksites, correct?---Yes.

You'll see that there are columns with cost and then invoiced?---Yes.

Then there's a right hand column which is highlighted yellow?---Yes.

Now, I take it this is your document?---Yes.

20 You created this to reflect the prices that you quoted, the price that Mr Dubois than told you to actually bill at and what the profit was, correct? ---Yes.

So for each of the jobs that we see listed there, that's what the different columns reflect?---Yes.

So with cost, that is the bare bones genuine cost of the materials, the labour, the travel that's involved in the job?---Yes. That may not be conclusive, but yes, what you're saying is correct.

30

Then under invoiced, that's the actual price that was discussed with Mr Dubois and he said, you should bill at that price?---Yes.

Then in the right-hand column, the yellow highlighted part reflects the profit, that is the difference between what was invoiced and what the genuine bare bone costs was?---Yes.

So that is then to be split 50/50 between you and Mr Dubois?---Yes.

But for each of those yellow highlighted figure we see there, that would have meant that once you've been paid by the RMS you would have been withdrawing cash and giving him half of that sum?---Yes.

Whether in one go or perhaps you built jobs up and paid a larger sum at some particular point in time?---Yes.

10 So, just focusing on the Nyngan at the bottom of the page because that's what I've been taking to, you'll see that it breaks down Nyngan into the wire rope?---Yes.

That's the protection barrier part that we saw in the quote, correct?---Yes.

And the underbore and trench, that's again, the underboring work and the trenching part that we saw in the quote?---Yes.

20 Then the Nyngan install Nyngan fab, that's the installation of the new cantilever structure and the fabrication of the new steel structure, correct? ---Yes.

Looking at that you know the way in which it was actually done was that the wire rope, that is the protection barrier, and the underbore and trench they were successfully quoted for by EPMD?---Yes.

Where Seina was the successful quoter on the installation and also the fabrication?---Yes.

30 So starting with the Nyngan wire rope, what we can glean from that is, so that part of the work that EPMD was awarded, your genuine cost figure when you actually did the costing for it was \$60,000?---Yes.

Mr Dubois, after you tell him that I take it, says to you, "Well, the figure you're to bill for this is 139,000?---Yes.

So that you've worked out that what you've then got to split between you and him is 79,000?---Yes.

40 So when we just look at that as a percentage, what that means is of the overall price of \$139,000 that's billed, 79,000 is the pure profit, so it's about 57 per cent on my calculations of the overall price?---In, in the entire time

that I've been, in the last 10 years, there was only one wire rope, which is the one that you're displaying now.

Right. But my point is that the - - -?---Yes.

- - - the profit margin on this is quite high. It's not something like 10 per cent of the cost of the job. This is a 57 per cent profit margin - - -?---Yes, yes.

10 - - - when you actually look at what was billed.---Yes. Yes.

And if we go to the Nyngan underbore and trench, in a similar way, the actual bare bones cost, and it does seem to say in brackets "pits and travel of 4K included".---Yes.

So the genuine bare bones cost is 27. What Mr Dubois says you should bill it at is 64?---Yes.

20 So that there's \$37,000 to split between you and him?---Yes.

And, again, that percentage is about 55 per cent. I'm going to suggest that is the profit compared to the actual bill price.---Yes.

And you'd know from your own experience in business, no genuine job is going to have a profit margin of more than 50 per cent, I take it?---Well, if, if you're a plumber, you buy a grommet for \$2 and you charge 180 to install it, so I, I wouldn't agree with you.

30 All right. But in this instance, whatever the comparison to a plumber and a grommet is, that was the actual pure profit that was being split between you and Mr Dubois?---Yes.

Now, just pausing there, can I take you back to the, and noting those figures for the EPMD parts of the work. So it's showing invoiced \$139,000 for the wire rope and \$64,000 - - -?---Yes.

- - - for the underbore and trench.---Yes.

40 Can I take you, please, to same volume, page 306, sorry, not the same volume, so out of volume 4.12, and can we go back, please, to volume 2.6,

and at page 306. And do you see this was the quote that EPMD put in for the trenching works and underbore?---Yes.

Of \$64,000?---Yes.

And if you flick back, please, to page 46 of the green notebook, so page 46, volume 4.12. That 64,000 is exactly the figure that's recorded in your notes in the green notebook.---Correct. Yes.

10 So the figure that you've recorded there reflects the actual quoted figure that you sent in your EPMD quote?---Yes.

And can I take you back, please, sorry, if we stay on that page, so page 46. At the bottom there, we see "Nyngan install Nyngan fab" that means the installation of a new cantilever and the fabrication of the new structure? ---Yes.

It also includes the decommissioning of the old structure, too, doesn't it? ---Yes.

20

Okay. So that with that, you'll see that, first of all, with the Nyngan install, it's showing 25,700 as the cost.---Yes. Yes.

Then an invoice figure of 75,700?---Yes.

So the profit to be split here is \$50,000?---Yes.

So that's probably in terms of percentage, the most significant profit on any of the different elements of the Nyngan job?---Yes.

30

And then the Nyngan fabrication at the bottom, you'll see that it's got "cage fab plus delivery two cages big and one small"?---Yes.

And then it's got "times 2 structures"?---Yes.

And there are two cantilever structures that had to be installed. Correct? ---There were two made. I don't know if there were two installed but, yes.

You'll see that there's a figure then, so 82,000 times two?---Yes.

40

For 164?---Yes.

And then it's recorded as "total 184" so it looks like there's \$20,000 added for some element beyond just the cost of the two structures being fabricated?---I'm not sure.

That's your handwriting, though, isn't it?---Yeah, yeah.

So it's showing 184 as the cost?---Yeah.

10 It's showing as invoiced \$247,000?---Yeah.

And then in the right-hand column, 63,000 is written but someone's scribbled it out?---Yeah, maybe, I don't know. I'm not sure why. But that was the figure, 63,000.

247 minus 184 gives you 63,000.---Yeah, yeah.

So that's the profit to be split between you and Mr Dubois - - -?---Yeah. Yeah.

20

- - - on that element of the Nyngan works?---Yeah.

Commissioner, is that a convenient time?

THE COMMISSIONER: Yes, it is. Very well. We'll resume at 2 o'clock. We'll adjourn.

**LUNCHEON ADJOURNMENT**

**[1.01pm]**