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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 29 MARCH, 2022

AT 2.00PM

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

THE COMMISSIONER: Yes, Mr Downing.

MR DOWNING: Thank you, Commissioner. Mr Dubois, can you see and hear me?---I can hear you.

10 Thank you. I just want to move on from the specific topic I was dealing with just before the luncheon adjournment. I understand the evidence you give about the way in which contractors offered kickbacks but irrespective of how they came about, it's the case, isn't it, that once you started receiving kickbacks from individual contractors they were then paid on most contracts through that period, 2010 to about 2019, not all but most?---Correct.

THE COMMISSIONER: Sorry, did he answer that?

20 MR DOWNING: He said, "Correct." And it's the case, isn't it, that you ultimately had the ability to put forward companies as contractors as you saw fit? That is you could decide to put someone forward or not, depending on your preference?---Not really. Sorry, just to clarify a point (not transcribable) there were other, many other contractors, contracts that didn't involve these individuals (not transcribable)

Sorry, are you talking about with different contractors to the ones I've asked you about?---Yes, yes.

30 Yeah, all right. Thank you. All right, just to go back to what I was asking you then. Isn't it the case that you could choose to put forward companies to be established on the RMS system as vendors?---Correct.

And what I want to suggest to you is that you picked companies to put forward by identifying friends and contacts in your community in Western Sydney who you knew were keen to obtain work?---Correct.

And I'm suggesting you also picked them even though, in many instances, they were inexperienced or had no experience at all in the works you needed done?---That was on, on, on one or two occasions.

40 All right. Well, I'm suggesting further that you picked from those friends and contacts in your community persons to put forward as contractors by

selecting people that you knew were unlikely to raise any issue or create any trouble for you if you sought kickbacks from them. Do you agree or disagree?---It's a very general statement so disagree.

All right. And I'm going to suggest that you also picked people, that is people that you knew from the community, to put forward as contractors for the RTA and RMS who you believed would be amenable to you controlling the process of quoting and invoicing the works?---Sorry, I don't understand.

10 Well, I'll come to the specifics in terms of what I'm going to suggest was your modus operandi of inflating or allowing contractors to inflate quotes in order to have enough money available for a kickback, but what I'm suggesting is that when it came to putting forward contractors to be approved as vendors on the RMS system, you picked from the people you knew by selecting people that you knew would be amenable to having you control that process of submitting quotes and invoices?---To some degree,

20 You obviously didn't want someone who if you said to them "I want you to include this amount so that it can be paid as a kickback" would run to the police or to your superiors at the RMS.---Yes.

All right. And isn't it the case that from an early stage, I'm going to suggest going right back to 2010 and right through until about mid-2019, the way in which – and I accept that it developed over time but typically the way in which you obtained kickbacks was that you would ask the vendor, I withdraw that, the contractor, to give you an initial quote for the works, correct?---It's a very general statement because it's over many, many contracts that were given out (not transcribable)

30 I understand, and you understand, I hope, that I'm asking about a practice over time. Do you understand that's what I'm asking about, rather than a specific instance of one contract?---Yeah.

And what I'm suggesting is that what your practice was typically, over that time was, you would get a genuine quote from the contractor, do you agree with that?---Yes.

40 You would then suggest to them that beyond the genuine price that they should increase it to a different price?---No, I don't agree with you. That wasn't, that - - -

Well, tell me what you did. So having got a genuine price, how did the contract then come about so that there was enough money to pay a kickback?---I think we've gone through this already but we, we can repeat it. This is a general statement but, and I understand, but do you want me to speak about specific times or - - -

Well, I'm suggesting that that was a pattern that really was established in about 2010/2011 and continued right through to 2019.---No. The pattern was to have the contractor price the work to market value, to be competitive
10 so as to not raise eyebrows, and then if there needed to be additional quotes to satisfy the requirements, then those dummy quotes were then utilised.

You seem to be suggesting in your answer that what you were doing was just getting them to quote at what might be the market rate?---Yes, and sometimes they were below market rate and sometimes they were above market rate.

But what you're referring to, aren't you, is market from large companies that might be established in the field doing the sorts of works that the RMS
20 required?---And that's what RMS normally utilised, large companies.

Right. But what I'm suggesting is that before getting to whatever the final invoice price was, you would get them to give their genuine price, and typically that was markedly lower than what you've described as the market price. Do you agree or disagree?---No, I disagree.

All right.---Because, because we, we sometimes broke it down into individual items as to what the market rates and market prices were.

All right. Well, I'm suggesting that what you did, over time as a pattern,
30 was get a genuine price and then once you saw what the genuine contractor's price was, tell them to increase it with a view that it could then be split between you and the contractor as a kickback. Do you agree or disagree?---No, I disagree.

All right. Thank you. And it's correct, isn't it, that once the contractors were paid by the RMS, they would then pay you the kickbacks in a combination of cash, cheques or EFT payments or payments to third
40 parties?---Okay, we know this.

All right, thank you. Can I ask - - -

THE COMMISSIONER: Sorry, did the witness agree with you?

MR DOWNING: He said yes, we know this.

THE COMMISSIONER: Yes, thank you.

MR DOWNING: Can I ask this, that when it came to asking the contractors
to prepare quotes, did you ever direct them to not put line by line
10 breakdowns of the price but to just put a lump sum at the end?---No, that's
not, no, that's, again that's a very general statement as well.

Well, you know what I mean, though, don't you? Just using a single job as
an example, the job might have a whole lot of elements, for instance when
it's work on a gantry, it might involve disassembling a gantry, galvanise,
sorry, having the site cleared, having new footings laid, having cages put in
and having a new structure fabricated and installed, so there might be a
whole lot of elements to a job.---Well, in my, in, in my experience, I have
received many quotes in the past that weren't contractors I was dealing with
20 that were very similar if not less detailed in, in the quotes. (not
transcribable) on occasion, I'd get quotes that were very detailed, so but it
wasn't the case, no.

Okay. So you deny that you actually said to contractors, "Don't put a line
by line breakdown. Just put a lump sum at the end"?---No, they'd put a
lump sum but they had a breakdown of the work that needed to be done.

But you understand what I'm asking you about, not what they did but what
you asked them to do? You understand that's what I'm asking you about,
30 don't you?---I do recall asking, yes, general terms (not transcribable)

Well, I understand that. But you must over time have recognised that
almost all of the – I withdraw that. Almost all of the quotes and indeed
invoices that were submitted by the contractors doing work for you didn't
have line-by-line breakdowns. They just had a lump sum at the end?
---When you say "breakdown" are you referring to a cost (not transcribable)
against every line? Is that what you're (not transcribable)

Yes, a line breakdown of the tasks or even not necessary line by line, but
40 element by element within the job.---I think some of the TIRTL works did
but, again, look, yeah, I don't know, I don't, I don't recall. I know that it

was some, it was much easier for them just to put a lump sum. If there was a, I recall there being exercises done to calculate, to get to the lump sum through providing what you're referring to, a line-by-line breakdown of the different items.

Okay. Thank you. Now, you agreed with me earlier when I suggested that after each contract was established to do work that kickbacks were paid by them on most jobs, not all but most jobs. You agreed with that proposition?---Yes.

10

And can I just take you to one example. If we go to volume 4.2, page 66. You might recall that I've taken you to some of these already. The Commission has prepared a schedule for each of the contractor companies showing the various jobs that were done, the date of posting the invoice, the description of the works, the date of payment, et cetera. So you should have it now on the screen. Do you see the schedule that's up in front of you now for Areva?---(not transcribable) too small for me to read. Okay.

20

We can enlarge it. Does that assist at all?---I can see it better now, yeah.

And if we just move it across so you can see the far left, sorry, the far left. You'll see that it has an index, there's an account number, a remittance number, a date, a posting date, an invoice number, et cetera?---Yes.

And you'll see that in this instance for Areva, the first invoice posting date is 6 October, 2011, and it's an amount of 33,770 and it's works at Galston Gorge East and you'll see the very next job with the posting date, same date, is Galston Gorge West?---Okay.

30

And if we scan through, so if we go down the bottom of this page, there are 22 items in total. Not all of them are jobs. Some of them are payments because if we go across to the right-hand side of the page, you'll see that some of the entries, for instance, you'll see that entry, the far-right column, 35,123 shows the date of the payment into Areva Corp's CBA bank account? You see that?---Mmm.

40

What I'm suggesting, if we go back to the left-hand side in the index, you'll see that there are 22 entries on this page, so that that runs through to 4 June, 2012. We go to the next page, you'll see index items that run from 23 down to 48 and you'll see the date range then takes you through to May 2013. And if we go over the page, you'll see the last item is number 49. It's a

payment, so a payment made on 23 May, 2013, and you'll see that there's a total there showing that the total invoices Areva rendered to the RTA/RMS in that period is \$2,131,372.10?---Ah hmm.

And you're aware, aren't you, that after Areva ceased doing work, it was then replaced by Seina, and then Seina and EPMD then did work through until 2019?---That's correct.

10 And there was an overlap between those two companies, between Seina and EPMD?---Correct.

And what I'm suggesting is that over that period of time, starting with Areva, and I can take you to similar schedules that exist for Seina and EPMD, but that through most of that period on -- well, I withdraw that, through that entire period on most of the jobs, we see payments made where there was a kickback then paid.---Yes.

20 And it's also the case, isn't it, that after October 2017, when the Maintenance Panel was established, the flow of work to each of these contractor companies increased.---General statement again, I don't know. Maybe (not transcribable)

You must recall that in 2018 there was a vast amount of work that was being split between the various contractor companies. Do you agree with that or not?---There was a panel that had to, there was a panel, so the works went to the panel contractors, yes.

30 Well, I'm suggesting that in 2018 to each of the companies controlled by your friends and associates, so particularly Mr Hassan Alameddine's companies, but also Mr Hadid and Mr Chahine's companies, the flow of work actually increased. They got bigger jobs and more frequent jobs. And that was 2018 right through until mid-2019.---Okay.

Is that "yes" you're agreeing or "yes" you - - ?---I mean, I don't know the numbers, sir. But I'm agreeing with you because obviously you've got the, got the, you can verify the figures.

All right.---I don't have the figures in front of me, yes.

And it's the case, isn't it, that the only reason it stopped in 2019 was because of the service of the search warrant.---Sorry, yeah, okay, I mean, how am I supposed to answer that question?

Well, honestly.---Honestly is I tried to leave multiple times.

But, well, you never did, though, did you?---No, I didn't because I was under duress to continue.

10 All right.---Yes.

All right. I'll move on from that.---I want to repeat that. I was under duress to continue giving contracts.

All right.---Okay?

I understand that's your evidence, Mr Dubois.---Yes.

20 Now, can I take you to a different document, please. Can we go to volume 20.2, page 36. And you'll see this is a document in respect of a car. It's a – you recognise the car, don't you, the GT2 RS?---We've been through this. All right, okay.

Was Alex Swayed you?---Yeah. That was just a, just a, just a, it's just a, just basically a false name.

Yeah, but you signed it as Alex Swayed.---Yeah.

30 Thank you. Now, do you recall whether, and we can take that document down, I've finished with that. Do you recall whether within your, in the period when you and Mr Steyn were working together under Mr Soliman, whether in your work space area there was a whiteboard listing the jobs and contractors that were doing jobs?---Yes.

And did that list, for instance, which total showing how much work or how many jobs were going to individual contractors?---I'll have to take a minute, I'll have to get a drink, sorry.

40 No, that's fine.---Okay.

Okay. So I was just asking you about the whiteboard and you've confirmed that there was one in your work area.---Yes.

And I think you've confirmed that there were jobs on it, but did it list jobs under particular contractors?---Can't remember.

Well, what's your recollection of what was recorded on the whiteboard was?---You're asking me what my recollection of what was on the whiteboard in the office?

10

Yes, I am.---(not transcribable)

And I'm really talking about the latter years of your work, when you were working under Mr Soliman with Mr Steyn in the same section.---Okay. Okay, and that was how long ago, sir? Three years ago?

Is your answer - - -?---(not transcribable) was on the whiteboard?

20 Is your answer that you don't recall?---Three years ago, do I remember what's on the whiteboard? I don't recall, no.

I'm not asking you for specifics, dollar figures, but was the subject matter of what was recorded on there a list of work jobs, that is the jobs the RTA, or at that stage RMS, was doing at any given point in time?---Yes, yes, probably, yes. That's what the whiteboard's for, yes.

As best you can recall, did it identify which company was doing particular jobs?---I don't recall that, no.

30 Can you recall this, did you use that whiteboard as a reference point so that you could make sure not too much work was going to any one contractor such as might attract attention?---Why would I put that on the whiteboard in an office at the RMS?

Is your answer that it wasn't used in that way?---No, it was used to put on what works needed to be done, what was scheduled, for myself and Craig.

Right. But I'm asking- - -?---(not transcribable)

40 I'm asking you, you can agree or disagree or say you don't remember, whether you used it as a reference point to keep an eye on how much work was going to any individual contractor?---Not that I remember, no.

All right, thank you. Can I take you please to volume 6.1, page 81?---(not transcribable)

It'll come up in a moment.---Yeah, I've got it.

Do you recognise this as a letter from Davencorp to the magistrate at Burwood Local Court, dated 29 January, 2013?---(NO AUDIBLE REPLY)

10 Do you recognise this letter?---I can't remember this letter.

All right. You must remember that at one point you had a traffic problem that required you to go before the Burwood Local Court.---Sorry, what does this have to do with my work?

Can I just ask you direct yourself to the question, please? First of all, do you recall having a traffic problem that led to you being before the Burwood Local Court?---Yes.

20 And do you recall that you got a reference for the purpose of that traffic issue?---Yes.

Davencorp is your company, correct?---I don't remember the reference, but yes.

All right. Did you write this letter?---Most likely.

All right, thank you. Last topic - - -?---What has that got, what does that have to do with my work?

30

Mr Dubois, can you please just direct yourself to my questions.

THE COMMISSIONER: Mr Dubois - - -

THE WITNESS: This is like, this is, come on (not transcribable)

THE COMMISSIONER: - - - I think you should know by now, your function is not to ask questions.---I understand that but - - -

The process is it's Counsel's responsibility to ask questions and for the witness to answer them, not to pose questions, not to make statements or speeches. Yes, all right.---So (not transcribable) used that company - - -

Let's continue. Let's continue from, continue - - -?--- - - - (not transcribable)

Yes, Mr Downing.

- 10 MR DOWNING: Thank you. Last topic, Mr Dubois. You recall I asked you questions earlier in your everybody just about the way in which contracts, depending on the value, needed to get a certain number of quotes?---I remember, yeah.

Earlier in your evidence I asked you about what the practice or procedure in the RMS was in terms of the value of a contract and what that meant for the number of quotes you had to get. Do you recall that evidence?---No, I don't but please, can you just refresh my memory?

- 20 Sure. I asked you questions earlier about the way in which quotes were obtained or tenders were obtained for particular projects and I asked you questions about whether the requirement was that, depending on the dollar value of the contract you had to get one quote or three quotes or perhaps go to open tender. Do you remember that subject matter?---That was in 2021, yes.

All right, thank you. That's right.---Yeah, mmm.

- 30 Now, do you recall that there was a delegations manual that applied within the RMS?---Yeah, there were several.

Okay. Well, can I show you one, please? So this is CP binder number 2, Exhibit 192 at page 63. We can go back to the first page but do you see at the top it shows a delegations manual so that for contracts of up to \$50,000 one or more written tender, 50,001 to 250, three or more written tenders requested and more than one tender received, and for over 250, formal public advertising invitation from pre-registered list?---Yeah, that's the old one, yeah.

All right. Old one as in what period in time?---RTA, I don't know.

All right. So going back right to the RTA days?---Mmm.

All right. Can I ask that you go ahead, please, to page 136? And you'll see that this is again part of the delegations manual and it provides that all clauses with a dollar value are exclusive of GST unless otherwise specified. Do you see that?---Yes.

10 Was that your understanding that the - - -?---(not transcribable)

- - - figures were exclusive of GST?---Sorry, sir, can you just repeat that again, I apologise.

That's all right. In terms of the work you did over the time you were at the RMS, was it your understanding that when it came to determining how many quotes you had to obtain or whether it had to go to open tender that the figures you were dealing with were exclusive of GST?---Yes, that's what I, that's what I remember, yes.

20

Thank you. Commissioner, they're the questions I had for Mr Dubois.

THE COMMISSIONER: Yes, thank you. Thank you, Mr Downing.

MR DOWNING: And I understand there is an application to cross-examine.

THE COMMISSIONER: Yes, Mr Young.

30 MR YOUNG: Yes, please the Commission. I seek leave to ask some questions. I think the areas of the cross-examination have been indicated to the Commission.

THE COMMISSIONER: Yes, Mr Young. I grant leave.

MR YOUNG: Thank you. I just do propose to ask just a couple of questions about the evidence that's just been given as well, which is relevant to the areas that - - -

THE COMMISSIONER: Yes, yes, Mr Young, you proceed and we'll see how we go.

MR YOUNG: Thank you. Mr Dubois, I represent Mr Soliman.---Yes.

Now, you've given evidence just before that the practices that you engaged in were between the years of 2010 and 2019?---Yes.

10 And you were taken, for example, to the company Areva, A-r-e-v-a, and the years that were involved there were 2011 to 2013.---(not transcribable) on the schedule, yeah.

And there was over \$2 million in contracts in total in that list in that company.---Yeah.

Now, I'm not trying to put you to a memory test, but would you agree with me that Mr Soliman started around 2014?---Yes, I, roughly, yes.

20 Right. Now, your practices in relation to contracts were well-established by then, weren't they?---You can say that.

And you had a lot more knowledge of the technical aspects of contracts than Mr Soliman ever did, would you agree with that?---You'd have to ask him that.

Well, you were somebody who knew about the prices, you were quite expert in relation to the area of pricing, weren't you?---That's a general statement, I don't know (not transcribable) can't answer.

30

Well, as somebody who understood pricing, Mr Soliman never had the kind of expertise that you had, in your observation, did he?---Maybe not with some of the, some of the, some of the works.

And you agree that throughout his time there he was reliant on you and Mr Steyn?---Well, he, he was our manager. Of course he's going to rely on us to get the work done.

40 All right. Now, you were asked questions in relation to a whiteboard during the time that he was there. Do you agree that the whiteboard listed projects

and not contractors?---As I said earlier, I don't recall exactly what was on the whiteboard (not transcribable)

All right. Now, do you say that you have any actual recollection that Mr Soliman ever told you to keep individual contracts under \$250,000 to avoid the open tender process?---What was the question, sorry? Repeat the question.

10 I'm asking you now, as you sit in the witness box today, do you say that you actually recall, remember Mr Soliman ever telling you to keep individual contracts under \$250,000 so as to avoid the tender process?---Yes.
Well, what I want to suggest to you is that that simply is not true, that Mr Soliman never suggested anything of the kind.---That's what he's telling you, okay.

Well, isn't the fact that throughout the period 2010 to 2019 your own practice was to keep the contracts under \$250,000?---Sir, I remind you, I'm under oath, telling basically the truth to the best of my knowledge. Okay?

20 Well, when do you say that Mr Soliman ever suggested to you to keep contracts under \$250,000?---Sorry, what was the question?

When do you say that you recall Mr Soliman ever telling you to keep individual contracts under \$250,000?---I don't know exactly the year or the month, but it was around the time the Safe-T-Cam program had to get rolled out.

30 See, you gave evidence that – and this is at page 1162 of the transcript – that at one point he suggested to you combining various works. Do you recall doing that? And you said that that didn't make a lot of sense because the works didn't correlate with other works.---No, that's because at the very beginning he wanted to keep everything under a certain value, and then probably not sure the period of time, but in, there was a period of time where then he asked, after meetings with – forgot the gentlemen's names, Roger or whoever he spoke with, Paul Hayes, that he wanted to put everything under one contract. That, that doesn't make sense either. These are different sites, different locations. (not transcribable) that's what you're referring to.

40 See, what I want to suggest to you is that Mr Soliman was never in a position to suggest to you anything in relation to the value of a particular

purchase order and was entirely reliant on you and Mr Steyn.---I strongly suggest that your client is lying and he actually specifically told me to keep things under a certain value so as to not bring the attention of Roger Weeks. Then he later, later then asked me to try and combine everything onto one contract. That's the truth.

Right. Well, if they're combined under one contract, it makes the value higher, doesn't it?---Well, it was just (not transcribable)

10 See, what I suggest you're trying to do is just to deflect blame.---I'm not deflecting anything. I'm just telling you that – I'm answering your questions.

Now, do you say that, when you gave evidence, that you had a meeting with Mr Soliman, who said that he'd been approached by a Mr Sarkar who in turn had been approached by Mr Paul Hayes. Do you remember giving that evidence?---Yes.

20 And what do you say that Mr Soliman said to you?---Well, it's his writing. Why don't you, why don't you read it out?

Well, what do you, you say that you had a meeting and he spoke to you, don't you?---I gave that evidence probably over a year ago, so do you want me to, do you want me to, to reiterate exactly word for word what I said?

Well, see, what I want to suggest to you was there was no such meeting. You can't recall it, can you?---No, one (not transcribable) the meeting occurred with myself, Craig and Samer. That happened one hundred per cent.

30 So Mr Steyn - - -?---(not transcribable)

- - - so Mr Steyn would be in a position to have as good a recollection as you about the meeting? No - - -?---I can't speak on his behalf, sir, but this meeting occurred and it actually occurred in Paul Hayes's office.

And when do you say this meeting happened?---Again, I don't, I can't quote you the years my (not transcribable). I don't know exactly what year it was.

40 All right, and do you - - -?---2018, 2019, I don't know. 2019. I had a (not transcribable) I mean, I probably (not transcribable) recall the year. It's

been three years since (not transcribable) anyway, it doesn't matter. I don't recall exactly month nor year.

What I suggest to you is that what happened was that Mr Soliman in 2018 asked you why Mr Sarkar was telling him that he had a problem with you and Mr Steyn?---No, that's not true.

And what I suggest to you is that by that stage, Paul Hayes had left?---No, Paul Hayes hadn't left and – that's not true.

10 All right. So you say that you have no recollection of Paul Hayes leaving?
---I didn't say that.

Right. Well, do you have any recollection if he did leave about when that was?---(not transcribable) I don't remember but it was probably close to that period, not long after.

Right. Now, you've given evidence in relation to the inclusion of the category B portable weigh scales and brake testing management into your panel contract?---Yes.

20

Right. Now, is it your evidence that Mr Soliman had anything to do with that?---(not transcribable) What's the question, sorry?

Are you suggesting that Mr Soliman had anything to do with that?---Yes, he did.

Well, what did he have to do with it?---Sorry?

30 What did he - - -?---Of course, he did. He was the, he was the manager of the team, of course he had involvement.

See, what I suggest to you is that it was you and Mr Steyn who added the category B and then advised Mr Soliman of that. Do you agree with that?
---We had no involvement with the companies that Mr Soliman is accused of dealing with. But Mr Soliman and I forgot the other gentleman's name, were basically involved with those businesses (not transcribable)

40 I'm sorry? They were what?---Involved with those businesses, not, not Craig and myself. And there was a request – again, this is a long time ago, so I, I don't recall the, the specifics of conversations but there was a request that that be, the, the category B in some form or another be included in the

panel to, to service the maintenance of the scales and, and the likes, weigh bridges and everything else.

See, what you're trying to do, I suggest to you, is to simply take the fact that you know that there's been another inquiry in relation to Mr Soliman and just put his name in whenever you can?---No, I'm not doing that. I'm just telling the truth.

10 See, the category B criteria, I suggest to you, were devised and added by you in collaboration with Mr Steyn and a Mr Nathan Chehoud - - -

MR DOWNING: I object to this, Commissioner, for this reason. My friend, well, Mr Soliman's representatives gave notice of some areas of cross-examination. This wasn't one of them. I accept that there have been some questions asked in respect of the Maintenance Tender Panel and the categories, but this is now getting a little bit dangerously close to the subject matter of a different operation and I'm just concerned that it might have some impact on the matters that will be the subject of that report. But I can indicate that the areas for cross-examination were Mr Soliman's denial that
20 he asked Mr Dubois to keep contract sizes under \$250,000 or that he had any knowledge of Mr Dubois or Mr Steyn's conflict of interest or corrupt conduct. That's what was notified.

THE COMMISSIONER: Well, Mr Young?

MR YOUNG: Well, I won't press that question in terms.

THE COMMISSIONER: Very well.

30 MR YOUNG: But do you say that at any point in time, Mr Soliman indicated that he was aware of your corrupt conduct?---He didn't state that openly but after that, during that meeting when he was questioned by (not transcribable) by, I forgot his name now, Sarkar (not transcribable) and Paul Hayes, questioned, anyway in that meeting he said something along the lines of "I don't care what you're both doing as long as you guys cover yourselves and make sure (not transcribable) the paperwork trail is in place"
MR DOWNING: I'm going to have to ask that that be repeated because it did break up that time. If you could just repeat that answer, Mr Dubois?
---He said something along the lines of "I don't care what you guys do as
40 long as you do the proper paperwork and there's, you know, there's correct paperwork in place." Something along those lines.

MR YOUNG: And who do you say was present when he said that?
---Myself and Craig.

Yeah. But you say there were other people present as well - - -?---(not transcribable) Samer.

10 - - - like Mr Sarkar?---No, no, no. He, no, no, I didn't say that. Don't put words in my mouth, please. I didn't say that. I said after that meeting that he had with Paul Hayes, I forgot the, the name of the gentleman who was asking that question, but he came back to us and he said, "I need to have a meeting with you guys." We had a meeting in Paul Hayes' office and then I'm just jumping here and he said, towards the end, he said "I don't care what you guys do." He even asked me something along the lines "Is there any bank account or is there any trail?" And I said no. So that's, that's what I recall.

20 See, I suggest to you – and that must have been something that was quite startling to you, wasn't it?---What was the question, sir?

Wasn't that something that you regarded as being startling, that you would remember very clearly?---Oh, yes, I was surprised.

And you see, if Mr Steyn says that that didn't happen, can you give any explanation for that?

MR DOWNING: Well, I object. My friend can't - - -

30 THE COMMISSIONER: Yeah, it's a - - -

MR DOWNING: It's inviting to speculate.

THE COMMISSIONER: Even though the rules of evidence don't strictly apply here, Mr Young, I don't think you can have it that way.

40 MR YOUNG: Well, it has been asked by my friend, questions along those lines but I'll withdraw that. That would have been as clear to Mr Steyn as to you?---How am I supposed to know if his memory, what his memory is? I don't know.

All right. Because what I want to suggest to you is that no such thing ever happened.

MR DOWNING: Perhaps we should be clear. No such meeting, is that - - -

MR YOUNG: No such meeting, where Mr Soliman asked you about the trail and just making sure that the paperwork was kept up to speed, comments along those lines, no such meeting ever took place.---Okay, well, in that case I can definitely say they both are lying. The meeting definitely
10 happened. I have no reason to lie about this.

And was there any question about payments mentioned in that conversation?---He asked me “Have you received any” – this, this is what I recall vaguely, he asked me something about if any, if there’s any been, any payments through the bank or something along those lines and that’s it but nothing specific, no details.

Sorry, what do you mean by that?---No specific details, as in no specific contractors were named or particular projects or sites. That’s all I recall.
20

Well, what did you understand him to be asking you?---He called us into the room saying that Paul Hayes had notified – again, I’ve forgot the gentleman’s name because it’s a long time ago, I’ve already given my evidence that he it was, it’s in writing and he was concerned that they said – again, I don’t remember the exact details. I mean, this is a couple years ago. I’d just been through something very traumatic and so it was probably along the lines that he’s been told by Saurav Sarkar, is that his name? And he took us into the room and raised the history. Okay? Basically at the end, at the end, towards the end of the meeting, “I don’t care what you guys do. Just
30 cover your backside and make sure your paperwork’s in place.” He asked me if I’ve seen anything or there’s an evidence or trail and I said no and that was it, okay? The meeting happened and that’s it.

Any evidence or trail of what?---Payments.

Well, there was abundant evidence of payments, wasn’t there?---What? No. What’s your question (not transcribable)

There was abundant evidence of payment, wasn’t there?---I said no. What’s
40 the question?

What I want to know is what did you understand him to be asking you, and what were you answering when you were asked the question that you say you were asked and you gave the answer? What - - -?---Basically Samer Soliman was, I don't know if he'd been really approached by Saurav Sarkar, he was making it up, but the fact that maybe he was testing us or maybe there was an incident where Paul Hayes told Saurav and Saurav told Samer, and he just wanted to make sure that there was any trouble, I don't know. But it was an urgent meeting, it was high stress, and we had to meet straight away. Okay? So that's basically it.

10

Did he ask you were payments involved?---That's what I recall.

Well, payments were involved, weren't they?---(not transcribable) what's your - - -

Well, did you tell him, yes, there's lots of evidence of payments?---No, I didn't.

Well, why not?---(NO AUDIBLE REPLY)

20

The reason, I suggest to you, why you don't have an answer to that is you've made this whole thing up.---Mmm. I'm going to tell my manager, who's also involved in his own thing, that I'm also taking payments, right? Put myself and Craig in, in a difficult position.

Yeah.---Yeah.

Of which there is abundant evidence.---Mmm.

30 Do you agree?---That's a different story altogether, okay? You were asking me about Samer in that meeting, and that meeting occurred, and he was probably covering his own backside. He's lying to you, telling you the meeting didn't occur. It occurred and myself and Craig (not transcribable)

All right. I suggest to you that the one who's lying is you.---Okay.

And that you're using the fact that Mr Samer's been involved in other allegations against him, quite separate allegations, as an excuse for your conduct.---No. There's no gain to me. I'm just telling you what I know.

40

Yes, I've nothing further, Commissioner.

THE COMMISSIONER: Yes, thank you, Mr Young. Anything further?

MR DOWNING: Nothing arising, Commissioner.

THE COMMISSIONER: All right. Mr Dubois, that completes your evidence. Thank you for your attendance today. Anything else?

10 MR DOWNING: A couple of matters of housekeeping, Commissioner.

THE COMMISSIONER: Yes. Yes, okay.

MR DOWNING: The first is I want to tender the transcript of Mr Goldberg's compulsory examination. That will require a variation to the earlier suppression order made over it.

THE COMMISSIONER: There'll be some redactions, probably, of - - -

20 MR DOWNING: There will.

THE COMMISSIONER: All right.

MR DOWNING: I can indicate in terms of the rationale for doing so. I did challenge him – I withdraw that, it was Ms Spruce who challenged him directly and suggested he was lying in some of his evidence by reference to what he'd said earlier, so I seek to tender the transcript of the compulsory examination, and I understand in terms of numbering - - -

30 THE COMMISSIONER: So you're not in a position to tender it now or you are?

MR DOWNING: We can.

THE COMMISSIONER: All right, well, let's do it.

MR DOWNING: So if we could do that - - -

THE COMMISSIONER: Just identify the dates, if you would.

MR DOWNING: So it was 1 December, 2020. I thank Mr Ishak.

THE COMMISSIONER: 1 December. That's the CE?

10 MR DOWNING: The CE evidence, yes.

THE COMMISSIONER: Yes, all right.

MR DOWNING: And I understand that will be Exhibit 239.

THE COMMISSIONER: 239?

MR DOWNING: Yep.

20 THE COMMISSIONER: Very well, the transcript of Mr Goldberg in a compulsory examination held 1 December, 2020 will be admitted and will be marked as Exhibit 239.

**#EXH-239 – REDACTED TRANSCRIPT OF COMPULSORY
EXAMINATION OF JOHN GOLDBERG 1 DECEMBER 2020**

30 THE COMMISSIONER: Now, the record should show that's the redacted version, is that so?

MR DOWNING: It will be. So it will be the redacted transcript of compulsory examination of John Goldberg.

THE COMMISSIONER: As redacted, all right. Thank you.

MR DOWNING: Thank you. And then other than that, thankfully, that completes the evidence and I simply wanted to raise a timetable for submissions.

40 THE COMMISSIONER: Yes.

MR DOWNING: What I would propose, Commissioner, is that Counsel Assisting submissions be provided to relevant persons or their legal representatives by 28 April, 2022.

THE COMMISSIONER: Yes.

MR DOWNING: That any party who wishes to put submissions on in response to Counsel Assisting do so by providing them to the Commission
10 by 25 May, 2022, and that any reply submissions from Counsel Assisting be provided by 9 June, 2022.

THE COMMISSIONER: So Mr Downing, when we're talking about relevant persons we're including any persons who could be seen to be persons affected or witnesses who have given evidence and may wish to make submissions?

MR DOWNING: Yes, Commissioner.

20 THE COMMISSIONER: Yes. Very well.

MR DOWNING: Oh, including self-represented parties. There are at least one or two. So if that's convenient, that would be the timetable I would propose, Commissioner.

THE COMMISSIONER: Yes, very well. Well, I'll direct the following timetable will apply to written submissions. Firstly, that submissions from Counsel Assisting are to be provided to relevant persons or their legal representatives by 28 April, 2022. Secondly, submissions in response to the
30 submissions of Counsel Assisting are to be provided to the Commission by 25 May, 2022. And thirdly, submissions of Counsel Assisting in reply to any responses submitted to be provided to relevant persons or their legal representatives by 9 June, 2022. Mr Downing, just to make it clear, although those directions are now on the transcript, I think it would be as well for a written copy or electronic copy of these directions be sent to relevant persons, as you have described them, or their legal representatives, so as to ensure that they are aware of the conditions for the making of submissions and I suggest that that be sent to – can that be sent today?

40 MR DOWNING: Yes, Commissioner. And also that it perhaps should be broadcast on the website, both by email communication and on the website.

THE COMMISSIONER: Yes. That's indeed. I so direct. That completes -
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MR DOWNING: It does. Thank you, Commissioner.

THE COMMISSIONER: All right. Now, thank you, Mr Downing, for your assistance, and Mr Ishak, thank you for yours. Very well. I'll adjourn.

10

THE WITNESS EXCUSED

[2.57pm]

AT 2.57PM THE MATTER WAS ADJOURNED ACCORDINGLY

[2.57pm]