

OPENING – ICAC INQUIRY RE OPERATION PARAGON

Introduction – Outline Investigation into the Allegations against Alexandre Dubois and Craig Steyn

This opening is not evidence of the facts concerning the allegations. The opening is intended to provide a context or structure for the public inquiry so that those interested in it can better understand the evidence that will be called to substantiate the allegations.

The scope and purpose of this inquiry includes the conduct of a number of persons, in particular former employees of a significant government agency and a large number of contractors and corporate entities associated with them.

The factual matrix in which those persons were involved is intricate and extensive.

Operation Paragon ranks as one of the most complex investigations undertaken by the Commission involving a number of joint enterprises and schemes.

On any view the RMS, an important agency of government, suffered enormous losses being amounts of money estimated to have been many millions of dollars of public monies.

The Commission in this public inquiry will examine the extent to which this alarming outcome resulted from the conduct of particular individuals and how it occurred.

Counsel Assisting Jason Downing SC

1. This public inquiry is being conducted for the purpose of an investigation into certain allegations concerning the conduct of two former employees of Roads & Maritime Services (RMS), a NSW statutory authority. The two employees are Mr Alexandre Dubois and Mr Craig Steyn.
2. More particularly, the Independent Commission Against Corruption has been undertaking an investigation pursuant to Part 4 Division 2 of the ICAC Act 1988, into allegations that RMS employees, Alexandre Dubois and Craig Steyn, partially and/or dishonestly exercised their official functions by awarding RMS contracts to companies with whom they were associated between 2009 and June 2019. The public inquiry forms part of the investigation.
3. I anticipate that the evidence that will be called during this public inquiry will demonstrate that over almost 10 years, Mr Dubois and Mr Steyn engaged in large scale, systemic, conduct which involved them taking steps to ensure that RMS contracts were awarded to companies controlled by friends and associates, and in some cases, family members, in return for very substantial kick-backs. Their conduct continued for close to a decade. The evidence will, I anticipate, reveal that they received kick-backs worth

Sensitive

millions of dollars in return for ensuring that RMS contracts worth in excess of \$40 million were awarded to companies controlled by their friends, associates and family members (Show Page 1). On the screens in the hearing room, a graphic is now being displayed that identifies the individual contractors and the value of the RTA and RMS contracts they obtained. I will deal with them individually at a later point.

4. The Commission will hear some, at times, concerning evidence as to how Mr Dubois and Mr Steyn in effect orchestrated the RMS quoting system to ensure that their preferred contractors were awarded particular jobs and even more so, how they received their kick-backs, which were at times very substantial.
5. I expect the evidence to indicate that in Mr Dubois' case, he organised for a very substantial volume of RTA and then RMS work to be awarded to companies controlled by his friends and associates, and also, certain family members. The evidence will show that a number of those companies were registered at almost the precise time they were first put forward by Mr Dubois as contractors for the RTA/RMS and thus created as "vendors" on the RMS contracts system (known as CM 21 for most of the relevant period). It might be thought that the fact of companies being set up and immediately being put up as vendors may have been a red flag to the organisation that some due diligence was required. It seemingly was not.
6. Further, the evidence will indicate that those companies then submitted quotes for work very soon after being created and began receiving contract work for which Mr Dubois was responsible. In many instances, the persons behind the relevant companies had a limited background in that relevant field of work, if any background at all. Again, some due diligence or a process of actually vetting new vendors in some way may have detected that there were connections between Mr Dubois and those controlling the companies.
7. The evidence will demonstrate that not only did Mr Dubois arrange for work to be allocated to companies controlled by friends, associates and family members without disclosing the fact of his relationship to those at the RMS, but he also received substantial kick-backs from those companies. I will say more later in the opening about Mr Dubois' modus operandi when it came to seeking and receiving kick-backs, but the evidence will demonstrate that over the course of a decade, he received substantial sums of cash from contractors. The contractors also arranged for monies to be paid into a company, MWK Developments Pty Limited ('MWK Developments'), which was nominally controlled by the Dubois' friend Towfik Taha, but which was effectively a vehicle set up to receive payments in the form of kick-backs from various contractors who Mr Dubois was securing work for. The evidence will indicate that the various contractors paid over \$1.3 million into MWK bank accounts and I expect the evidence to further demonstrate that those sums represented kick-backs paid in return for Mr Dubois providing work.

8. Beyond the cash and payments to MWK Developments, the evidence will indicate Mr Dubois received benefits in other ways. With certain contractors with whom he had a particularly close relationship, he was provided with debit cards on bank accounts run by the contractor companies or other companies associated with them and he used those cards to either withdraw cash or make EFTPOS purchases. At times, Mr Dubois used the cards to meet his day to day living expenses and at other times, he purchased luxury items on the cards, including on one occasion, a Rolex watch.
9. In addition, Mr Dubois also organised for a number of luxury cars to be bought for his use. In some instances, the purchases were made by contractor companies or companies associated with them and in other instances, Mr Dubois organised for payments to be made with funds paid into bank accounts held by MWK Developments. The evidence will demonstrate that over the relevant period, Mr Dubois used these methods to acquire a number of Porsche 911 variants, including a 997 GT2RS, a 996 GT2, a 997 GT2 and a 993 RS. In addition, he used this method to acquire a Ferrari F40 which was purchased for \$1,586,500, a Ferrari 360 and a Ferrari 599 GTB. There were also other cars.
10. In the case of Mr Steyn, the evidence will demonstrate that he similarly organised for RMS contracts to be awarded to companies controlled by family members, friends and associates, including certain of the contractors who were friends of Mr Dubois and who Mr Steyn met through Mr Dubois. The evidence will demonstrate that in return for so awarding those contracts, Mr Steyn received substantial kick-backs, though less substantial than those received by Mr Dubois.
11. The evidence will demonstrate that the predominant method by which Mr Steyn received his kick-backs was through others either performing work on a knock down and substantial rebuild of his house or meeting the cost of such work. The evidence will indicate that Mr Steyn received other forms of kick-backs, including some cash payments, contractors meeting his family's living and travel expenses, including certain school fees and through the provision of certain goods, including, it will be suggested, one car, a Mercedes C63. The evidence will demonstrate that on a number of occasions, when Mr Steyn wanted Apple phones or other Apple devices for himself or his family members, he turned to contractors to purchase them for him.
12. The evidence will demonstrate that with one particular contractor, Lancomm Pty Limited, Mr Steyn organised for the principal, Joseph Rahme, to set up a company, J&C Maintenance Pty Limited. I expect the evidence to demonstrate that Mr Steyn organised for the company to be set up so that it could be used to funnel kick-backs to him and with a view to disguising them. I also expect the evidence to demonstrate that Mr Steyn received cheques from Lancomm and had it pay certain invoices to a company, Peter Manuel Services Pty Limited, which were again a way of trying to disguise what were in effect kick-backs being paid to Mr Steyn.

13. Ultimately, the evidence that will be called during this public inquiry will deal with large scale, systemic conduct involving awarding contracts in return for substantial kick-backs engaged in by Mr Dubois and Mr Steyn. As already stated, I expect the evidence will ultimately demonstrate that contracts worth in excess of \$40 million were allocated to preferred contractors by Mr Dubois and Mr Steyn and that in return, they received kick-backs in the form of either money or goods and services to a combined value of at least \$6.89 million. It is not possible to put a more precise figure on it given that the evidence will indicate that cash payments were made to both Mr Dubois and Mr Steyn and, unsurprisingly, there are no hard record of such cash payments.
14. Given the scale of the conduct and the period over which it continued, issues will arise as to how it went undetected. I expect the evidence will demonstrate that whatever systems existed within the RMS with respect to contract creation and management, or more broadly, procurement, they failed in this instance. Additionally, I expect the evidence to demonstrate that there was no particular sophistication in the conduct of Mr Dubois and Mr Steyn, even though they were seeking to cover their tracks. However, the performance of even cursory due diligence in respect of the contracts they were responsible for and the contractors they were using would have demonstrated that the contractors were patently not at arms' length. I expect the evidence to demonstrate that certainly in the later years of Mr Dubois and Mr Steyn's reign, their immediate superior, Mr Samer Soliman, was at best, ill equipped to detect their conduct or, at worst, wilfully uninterested in looking into it.

The RTA/RMS

15. As I indicated earlier in the opening, both Mr Dubois and Mr Steyn worked for the RMS, a NSW statutory authority which was established on 1 November 2011 under the Transport Legislation Amendment Act 2011. Essentially, the RMS was created in order to bring together the former RTA and NSW Maritime Authority. As the name suggests, and ignoring for present purposes the maritime side of its' responsibilities, the RMS is the statutory authority responsible for building and maintaining road infrastructure in NSW, managing day to day road safety and compliance and also, running driver licencing and vehicle registration for NSW.
16. In December 2019, the RMS was absorbed into Transport for NSW.
17. The RTA and then later the RMS, were divided up into a number of related sections. Relevantly, there were directorates and within those directorates, branches, which reflected different areas of the RTA and RMS's responsibilities. The RTA and later RMS were responsible for a number of different programs in relation to matters such as road safety and road use.
18. Relevantly, in 2009, the RTA structure included what was known as the Compliance and Enforcement Branch, which was responsible for services and projects related to

compliance with and enforcement of road rules and regulations. At a later time, once the RTA had become the RMS, the branch became known as the Compliance Operations Branch.

19. Also as at 2009, the RTA included a Camera Enforcement Branch, as part of the Licensing, Registration and Freight directorate. As the name suggests, the Camera Enforcement Branch was responsible for camera programs across the State, such as the Saf-T-Cam Program and Point to Point Program.
20. Relevantly, after the RTA became the RMS in 2011, one of the responsibilities of the Compliance Operations Branch (which was part of the Safety and Compliance Division) was heavy vehicle programs. One of the positions that existed within the Compliance Operations Branch was that of Heavy Vehicle Maintenance and Program Officer. The RMS had various programs in relation to ensuring the safe use of roads by heavy vehicles. That included an established network of Heavy Vehicle Safety Stations (HVSS) spread across the State, at which heavy vehicles were required to present for inspection in respect of safety and roadworthiness standards. The HVSS were also described, at times, as Heavy Vehicle Checking Stations (HVCS).
21. In late March 2014, in a period of less than a week, both Mr Dubois and Mr Steyn were offered positions as full time Heavy Vehicle Maintenance and Program Officers within the Compliance Operations Branch of the Safety and Compliance Division. They both accepted those positions and worked under the direct supervision of Mr Samer Soliman, who was the Manager Heavy Vehicle Programs. I will say more about Mr Soliman shortly.
22. In terms of the organisational structure, the Manager Heavy Vehicle Programs reported to the Principal Manager Compliance Systems, who in turn reported to the General Manager Compliance Operations.
23. Mr Dubois and Mr Steyn remained as in essentially that role through to mid-2019, though it seems that as the result of organisational restructures, their titles may have changed. It was during this period that, it will be suggested, they engaged in the most serious and sustained course of conduct.

[Alexandre Dubois's and Craig Steyn's Employment/Roles at the RTA/RMS](#)

24. I have already briefly mentioned the parts of the RTA/RMS that Mr Dubois and Mr Steyn worked in. Mr Dubois first commenced work with the RTA in August 2009, though initially his services were provided through a division of Julia Ross (Ross Information Technology), so that Mr Dubois was engaged as a contractor. Initially, he worked as a Project Engineer or Project Manager in the Intelligent Transport Systems Projects (ITSP) Unit, which was apparently part of the Engineering Technology Branch. According to Mr Dubois, his direct manager was Stuart Pringle, though he worked

closely with Mr Kim Finch, who for many years had looked after heavy vehicle programs, including the HVSS.

25. Mr Dubois continued to work on a contract basis (though through various entities) through to March 2014. In that time, he held different positions, but the evidence indicates that from essentially the beginning of his work with the RTA, project management and contract allocation was part of his role.
26. The records in respect of Mr Dubois' employment/engagement with the RTA/RMS indicate that by December 2010, he was engaged as a Technical Project Manager within the Project Delivery and Installation Division of the Compliance and Enforcement Branch. According to Mr Dubois, his direct report at that time was Mr Tam McCaffery.
27. The evidence indicates that Mr Dubois continued working in a Project Manager capacity within the Compliance and Enforcement Branch through to March 2014. At that time, as noted earlier, he was appointed as a Heavy Vehicle Maintenance and Program Officer within the Compliance Operations Branch, Safety and Compliance Division.
28. On 31 March 2016, as the result of what seems to have been a restructure, Mr Dubois changed to being a full-time Heavy Vehicle Project and Support Officer, again within the Compliance Operations Branch, Safety and Compliance Division.
29. He continued working in that capacity through to 18 June 2019, when he was suspended pending the ICAC's investigation into his conduct. Ultimately, his employment was terminated by the RMS on 17 October 2019.
30. In the case of Mr Steyn, he began work with the RTA as a Technical Project Manager, Camera Enforcement Branch, Licensing, Registration and Freight Directorate, in March 2009. He was employed on a full-time basis.
31. By 2011, Mr Steyn had become a Technical Project Manager in the Compliance and Enforcement Branch, though that may reflect an organisational restructure rather than a substantive change of position.
32. Mr Steyn has indicated that after returning from holidays in 2011, he discovered that Mr Dubois, who had previously worked in a different building in Parramatta, was now seated next to him. It was at this point that Mr Steyn and Mr Dubois met and began to have some professional dealings, though it would seem limited to begin with.
33. As noted above, Mr Steyn was appointed as a Heavy Vehicle Maintenance and Program Officer in the Compliance Operations Branch, Safety and Compliance Division, in late March 2014, precisely the same time Mr Dubois was appointed to the same position. Mr Steyn has indicated that this was the result of a restructure of the RMS.

34. Mr Steyn seems to have remained in essentially that position, subject to a change of title, through to 19 June 2019, when he was suspended from duty with pay as the result of the ICAC's investigation into his conduct. Mr Steyn's employment was ultimately terminated on 6 December 2019 after RMS conducted a disciplinary investigation into allegations of misconduct against Mr Steyn.

Alexandre Dubois'/Craig Steyn's role in respect of contract allocation

35. As I have already alluded to, the RTA and later the RMS regularly allocated contract work related to the programs it ran and in respect of the road infrastructure it was responsible for. Contract work was quite varied, involving things as disparate as asphaltting type work at various HVSS sites, conducting maintenance checks and then maintenance works on steel gantry structures which housed camera systems at various locations around the State, maintaining and upgrading the various camera systems, installing road signage and constructing and renovating buildings located at various RMS facilities around the state.
36. Consistently during the period during which Mr Dubois and Mr Steyn worked for the RTA and RMS, contract work was allocated on either a quoting system or tender system. I expect the evidence to demonstrate that for smaller jobs, where the contract value was less than \$50,000, the contract could be allocated on the basis of obtaining one quote. For larger jobs, valued at between \$50,000 and \$250,000, the requirement was that three competing quotes be obtained, with Mr Dubois and Mr Steyn (where they were the person responsible for the particular contract) then making a recommendation as to which quote should be accepted.
37. For bigger jobs again, valued at more than \$250,000, the requirement within the RMS was that the job would be put out to open tender.
38. The evidence will demonstrate that tenders were very rarely used. In part that reflects the fact that the majority of the work for which Mr Dubois and Mr Steyn were responsible was sufficiently small that the value was less than \$250,000. I do however anticipate that there may be some evidence to suggest that at least from March 2014 onwards, when Mr Dubois and Mr Steyn were working under Mr Soliman, they were encouraged to keep specific contracts at a value of less than \$250,000, so that they would not go to tender.
39. I expect that there will be a factual issue as to whether there was ever explicit or implicit encouragement of that nature from Mr Soliman. Depending on the evidence that the Commission ultimately hears on this issue, there may be a secondary issue as to why Mr Dubois and Mr Steyn were encouraged to keep their contracts at a value of less than \$250,000.

40. I also anticipate an issue will arise as to whether Mr Dubois and Mr Steyn may have in effect used each other on particular contracts when it came to gathering and submitting the relevant paperwork, with a view to obscuring their links with the subject contractors.
41. In other words, the evidence may suggest that, to use one example, Mr Steyn submitted relevant paperwork in respect of a contract to Mr Soliman in order to seek the payment of a contractor's invoice when in fact the contract was the responsibility of Mr Dubois (and vice versa).
42. It is important to say something about the practicalities of the system in place at the RTA and then RMS as to how contracts were awarded and how the contractors then submitted invoices and were paid.
43. While the contract management system evolved over time (so that it was known as the CM 21 system for most of the relevant time), from the early days of the work Mr Dubois and Mr Steyn did for the RTA and then the RMS, there was a fairly standard procedure. First, where there was a need for particular work that fell under the responsibility of the particular staff member such as Mr Dubois or Mr Steyn, he would send out a request for quote or RFQ. Consistent with what I have said above as to the requirements depending on the value of the job, if the expectation was that the contract value would be less than \$50,000, then the request for quote would go to only one contractor. Where the expectation was that the job would be valued at between \$50,000 and \$250,000, a request for quote would be sent to three contractors.
44. The quote or quotes would then be obtained and the relevant RMS staff member would make a recommendation to his superior as to which quote should be accepted. Almost without exception, the recommendation was that the cheapest quote be accepted. A contract would be created and contract number created.
45. I should add that except in unusual circumstances, contractors needed to be established as "vendors" on the RMS system before they would be permitted to quote for work. However, there seems to have been no particular vetting or due diligence process done as part of the establishment of a company as a new vendor. Essentially, the company needed to do no more than complete a form providing its details, including address, phone number, email address and contact person and provide bank account details. Either Mr Dubois or Mr Steyn would then submit the form, sometimes with a bank statement or record of company registration.
46. Once a quote had been accepted, the relevant contractor would be informed and work would be scheduled. Internally, the RMS/RTA would raise what is known as a purchase order, with a specific purchase order number.

47. Once the purchase order was raised, it would be communicated within the RTA/RMS to the relevant staff member, who would in turn forward it on to the contractor doing the work. That would then enable the contractor to submit an invoice, typically at the completion of the work or at times, part way through the work. The invoice would then be submitted and paid electronically by the RTA/RMS.
48. There was no substantial change to that process when the RTA became the RMS in 2011 or indeed, at any time after Mr Dubois and Mr Steyn began working as Heavy Vehicle Maintenance and Program Officers in March 2014 under Mr Soliman. The RMS had introduced the CM21 contract management system well before March 2014 and while that seems to have had consequences in terms of how quotes and other underlying paperwork was saved and how visible it was, it did not change the essential process.
49. It follows from what I have stated that throughout their period of working for the RTA and RMS, Mr Dubois and Mr Steyn played a significant, influential role, when it came to who particular contracts in their area were allocated to. I expect the evidence to demonstrate that their managers relied upon them to a very significant degree in obtaining quotes from suitably qualified and experienced contractors and recommending which contractor should receive a particular job.
50. In relation to Mr Soliman, I expect the evidence to indicate that while he was the direct manager of Mr Dubois and Mr Steyn as the Manager, Heavy Vehicle Programs, he came from an IT background and had no relevant experience in relation to the operation of the heavy vehicle programs that fell within his area of responsibility or indeed, in relation to maintenance of road infrastructure. Accordingly, when a particular quote came before him, providing a description for the elements of work required for a particular job, he was in no position to know what was being quoted represented proper value. In essence, he was unfamiliar with the type of civil works that were typically involved as part of the heavy vehicle programs and simply relied on Mr Dubois and Mr Steyn to get the necessary quotes and recommend that one be accepted (the cheapest one).
51. I anticipate an issue will arise as to whether Mr Soliman had any actual knowledge of the nature of the conduct Mr Dubois and Mr Steyn were engaging in. As just noted, he was not well equipped by his prior experience to detect the way they were in effect orchestrating the contract allocation system and in turn, receiving alleged kickbacks. That said, I expect there will be some evidence to suggest that Mr Soliman consciously turned a blind eye to what was occurring.
52. I also note that Mr Soliman himself is the subject of a current ICAC investigation into an allegation that between July 2015 and February 2019, he (along with another RMS employee) partially and dishonestly exercised his official functions in relation to the awarding contracts to two companies, Novation Engineering Pty Ltd and AZH

Consulting Pty Ltd. It is alleged that Mr Soliman received a financial benefit for his role in helping to secure the contracts for those companies.

The nature and extent of Alexandre Dubois' conduct

Alexandre Dubois modus operandi

53. The evidence will demonstrate that over his years of work at the RTA and RMS, Mr Dubois developed and refined a system of sorts when it came to directing work to his favoured contractors, seeking kick-backs from contractors and ultimately, receiving them. However, to understand his modus operandi, it is first necessary to say something about his background and early life.
54. Mr Dubois was born Hassan Habbouche in El-Mina Lebanon, in July 1981. Mr Dubois completed his primary and secondary schooling in Lebanon and then did one year of university in that country before moving to Sydney (in what seems to have been about 2000). He then commenced a year of a Bachelor's degree in electrical engineering at the University of Western Sydney, before moving to the University of NSW, where he completed a Bachelor of computer engineering between 2001 and 2005.
55. Relevantly, after arriving in Sydney, Mr Dubois socialised with members of the local Lebanese community, a number of whom would become contractors at the RTA and RMS at later times.
56. While Mr Dubois was studying at the University of Western Sydney, he first met and befriended Hassan Alameddine, who later became a substantial contractor to the RTA and RMS through various companies and about which I will say more later. Through the local Lebanese community, Mr Dubois met a number of other men whose companies ultimately became RTA and RMS contractors. Of particular note, he met Chahid Chahine, Barrak Hadid, Towfik Taha (also known as Zac Malas) and Hussein Taha (also known as Adam Malas and now, John Goldberg).
57. Hassan Alameddine was in the same year at Malek Fahd Islamic School, Greenacre as Towfik Taha. Towfik's younger brother, Hussein, attended the same school. Barak Hadid seems to have been introduced to Mr Dubois through his cousin, Maher Chamsine, who was studying with Mr Dubois at the UNSW. In turn, Mr Hadid introduced Mr Dubois to his friend Chahid Chahine.
58. There were other men who I have not yet mentioned, but I will come to them later in the opening, in the course of describing the dealings Mr Dubois had with certain contractors.

59. The evidence will indicate that not long after Mr Dubois started work at the RTA, his friends and friends of friends in the Lebanese community began approaching him with requests that he organise RTA work for them. Mr Dubois did as he was asked. I expect Mr Dubois will say that he was also told that if he organised the work, he would be taken care of.
60. An issue will arise as to whether it was in fact Mr Dubois who initiated talk of kick-backs with the various contractors or whether they first broached the subject with him. Whichever be the case, the evidence will demonstrate that within a year or so of Mr Dubois starting at the RTA, he was receiving kick-backs in return for arranging for his favoured contractors to obtain work. I will say more shortly about how he typically went about seeking alleged bribes and kick-backs and receiving them.
61. It is pertinent to say something at this juncture as to what level of consciousness Mr Dubois had as to his conduct. I expect he will say that through learning on the job when he started at the RTA, he observed that many other longstanding RTA employees regularly sourced work from companies that had been doing such work for a long period and with which the RTA staff were well familiar. That much is unsurprising. Given the particular programs that the RTA ran and the infrastructure it owned, one would expect that where contractors had done work for them over the years, they would have developed some familiarity with and experience in that particular area of work, so that they would be well placed to do more of the same in future.
62. I expect that Mr Dubois will say that notwithstanding him having received Codes of Conduct and Ethics from the RTA/RMS and having confirmed in writing his agreement to comply with them, at least from April 2014, he saw no particular problem in allocating work to companies controlled by persons with whom he was personally friendly. I expect he will say that what mattered was getting the work done to a high standard and for value.
63. As to Mr Dubois' receipt of kick-backs, in all their forms, I expect that he will concede that he understood that it amounted to wrongdoing. That is, I don't expect him to quibble with the proposition that as a public official, it was wholly inappropriate for him to receive payment or payments in kind from contractors who he was allocating contracts to.
64. I do expect Mr Dubois will suggest that notwithstanding him holding such a view, he nonetheless believed that the contracts he ensured would be awarded to companies controlled by his friends, associates and relatives nonetheless resulted in the RMS getting value for money. I expect he will say that their prices were as good or better than the prices that would have been charged by larger contractor companies who might otherwise have competed for the work. In other words, I expect Mr Dubois to try and justify his conduct in seeking and receiving kick-backs on the basis that while he received a financial gain, the State of NSW was no worse off.

How Alexandre Dubois typically allocated contracts and sought alleged kick-backs

65. I expect the evidence to demonstrate that over time, Mr Dubois developed and refined a system of seeking kick-backs. While there was some variation from contract to contract, what Mr Dubois typically did was use his experience to roughly estimate what a particular contract which was due to be allocated might cost and then suggest to the quoting contractor or contractors the prices at which they should quote (depending on whether one or more quotes was required).
66. In the case of smaller contracts worth less than \$50,000, that would mean requesting the preferred contractor to quote at a specific price that Mr Dubois roughly calculated so as to include enough of a profit margin for an amount to be left over after the contractor covered its costs and a modest profit margin. That left over component would then be sought in the form of a kick-back to Mr Dubois.
67. In the case of contracts valued at between \$50,000 and \$250,000, the process was a little bit more complicated. What Mr Dubois would typically do was rig the quoting system, by inviting preferred contractors to quote. In some instances, all three invited quoters were companies controlled by the same person or persons (so that they were in effect pretending to bid against themselves).
68. In other instances, Mr Dubois would pit his friends, associates and relatives against each other, but predetermine the outcome by telling each contractor what price to quote at, with the company who quoted at the lowest price being the successful contractor. Again, Mr Dubois would ensure that the price of the successful quoter was high enough to include a component which could then be paid back to him in the form of a kick-back.
69. The evidence will demonstrate that there was a degree of competition between Mr Dubois' contractors and at various times, they offered him a larger margin for his kick-backs. That resulted in certain contractors obtaining a very substantial volume of work. I refer in particular to CBF Projects Pty Limited (previously Complete Building Fit Out) ('CBF Projects') which did RTA and RMS work for the total value of \$13.34 million between May 2010 and May 2019.
70. CBF Projects and before it Complete Building Fit Out were controlled by Chahid Chahine and Barrak Hadid. When one also includes the other companies which they effectively controlled, Euro Civil and Maintenance Pty Limited ('Euro Civil') and Ozcorp Civil Pty Limited ('Ozcorp Civil'), Mr Chahine and Mr Hadid ultimately secured contract work from the RTA and RMS to a value of approximately \$21 million between May 2010 and May 2019 ([Show Page 2](#)).
71. Next in the pecking order were companies controlled by Hassan Alameddine, Areva Corp Pty Ltd ('Areva'), Seina Group Pty Ltd ('Seina') and Efficient Project Management

and Deliveries Pty Limited ('EPMD'). Between October 2011 and May 2019, those companies did contract work for the RTA and RMS to a value of approximately \$11 million ([Show Page 3](#)).

72. I should note that there were other contractor companies that did contract work through Mr Dubois for a much shorter period and to a much smaller value. That seems to have been for a variety of reasons, including the poor standard of some contractors' work, their unhappiness about the size of the kick-backs Mr Dubois was seeking, to the point that the work was not economically viable and, at least in some instances, contractors being not prepared to engage in paying kick-backs at all.

How Alexandre Dubois typically received alleged kick-backs

73. The evidence will indicate that Mr Dubois received a significant number of kick-backs in the form of cash payments. However, I expect the evidence will indicate that over time, certain of the contractors paying the kick-backs expressed concern about continuing to pay cash because of the obligations of banks to report cash withdrawals of more than \$10,000 to Austrac under the *Financial Transactions Reports Act 1988* (Cth).
74. In part, that concern on the part of the contractors may reflect an understandable general concern about not wanting the illicit payments being picked up. It may also reflect that the payments were becoming quite substantial over time, so that for particular contracts that had been awarded to contractors, the kick-back was well into the tens of thousands of dollars. That would have created a dilemma for the contractors, in that to pay cash, they would have had to make a number of withdrawals each below \$10,000, which ran the risk of creating some suspicion within the bank.
75. I expect the evidence to suggest that ultimately, and with some contractors still preferring cash, Mr Dubois and his principal contractors settled on arrangements whereby kick-backs would be paid in different forms.
76. With Barrak Hadid and Chahid Chahine, through their companies CBF Projects, Euro Civil and Ozcorp Civil, once each of those companies were paid for particular contracts by RMS, they transferred sums to associated companies, Euro Projects Pty Ltd ('Euro Projects') and Built Engineering Pty Ltd ('Built Engineering'). Euro Projects Pty Limited had been set up by Mr Chahine and Built Engineering Pty Limited had been set up by Mr Hadid, but in effect, the two men controlled both companies and they were used as vehicles with which to facilitate the payment of kick-backs to or for Mr Dubois ([Show Pages 4 and 5](#)). The graphics currently on display show how RMS monies were paid by CBF Projects, Euro Civil and Ozcorp Civil into Euro Projects or Built Engineering and then onwards, to or for Mr Dubois. I will return to where the monies ultimately ended up.

77. Those kick-backs took a number of different forms. Euro Projects and Built Engineering withdrew cash from their bank accounts and provided cash payments to Mr Dubois. Euro Projects also provided Mr Dubois with an EFTPOS card, which he used to withdraw cash and make purchases. Finally, the companies made payments to various car dealers and private car owners in order to pay for various of the luxury cars I referred to earlier in the opening. While the cars were for Mr Dubois, none of the paperwork for them listed him as the owner for obvious reasons.
78. With other contractors, Mr Dubois entered into a slightly different scheme.
79. One of the contractor companies that did contract work for the RTA and RMS early during Mr Dubois' time at the organisation was TTS Group Investments Pty Limited ('TTS'), which was controlled by Towfik Taha. In May 2011, Mr Taha also established a different company, MWK Developments Pty Limited ('MWK'). While MWK was awarded three contracts by the RMS, that doesn't appear to be the rationale for setting it up.
80. Towfik Taha was the sole director and shareholder, but MWK set up a bank account for which both Mr Taha and Mr Dubois were signatories. I expect the evidence to demonstrate that MWK was principally set up as a vehicle into which to receive illicit payments, though not just from Mr Taha's company TTS, but from a number of other contractors. Specifically, financial records will show that payments into MWK were received from CBF Projects (Show Pages 6 to 13), TTS, Areva Corp, Senai Steel Pty Limited ('Senai Steel')(controlled by Gamele Nachabe and Abdula Nachabe), A&A Structural Solutions Pty Limited ('A&A Structural') (controlled by Abdula Nachabe), UDE Group Pty Limited ('UDE')(controlled by Talal Rifai) and BMN Electrical Services Pty Limited ('BMN') (controlled by Bilal Najjarin).
81. Once MWK received the payments into the account jointly controlled by Mr Dubois and Mr Taha, the funds were disbursed in a number of ways (Show Page 14). Some of the funds went into MWK Developments' accounts controlled solely by Mr Dubois and some of the funds were used by Mr Dubois through an EFTPOS card he held on the joint account, which he used to make cash withdrawals and purchases. There was a degree of movement between the various MWK accounts (Show Page 15).
82. Once the funds were received into Mr Dubois' own MWK accounts, he withdrew some in cash and he used some to pay for a luxury car purchase (Show Page 16).
83. I expect the evidence to indicate that Mr Dubois entered into a fairly similar scheme with Towfik Taha's brother, Hussein Taha (aka John Goldberg). That is, Mr Goldberg and an associate, Mark Abraham, set up a company MJ Wilsons Projects Pty Ltd ('MJ Wilsons') which was awarded RMS contracts during 2013 – 2014. When the RMS paid MJ Wilsons Projects under those contracts, the RMS made electronic transfers into its bank account and almost all of the funds were withdrawn in cash (Show Page 17). I

expect the evidence to indicate that some of that cash was then used to pay kick-backs to Mr Dubois.

84. I also pause to note that for the final RMS contract MJ Wilsons was awarded, it provided alternate bank account details to the RMS for , so that funds were actually paid for a period into a bank account for a different company, Wilkins Corp Pty Ltd ('Wilkins Corp'), which was controlled by John Goldberg and his then wife, Ms Abdelkarim. Further, I note that CBF Projects paid a total of \$627,550 to three different Wilkins Corp accounts, one of which was a joint account of Mr Goldberg and Ms Abdelkarim and two of which were controlled solely by Ms Abdelkarim (Show Page 18).
85. Again, significant cash withdrawals were made from Wilkins Corp's various bank accounts and I expect the evidence to indicate that part of the funds were used to pay kick-backs to Mr Dubois.
86. What I have said as to the means by which Mr Dubois typically received what the evidence may establish to have constituted bribes and kick-backs does not cover all of the detail and I will say more when I come to specifics in relation to each contractor.

The various contractors who paid alleged bribes and kick-backs to Alexandre Dubois

87. In the course of the opening thus far, I have made reference to the various companies that did contract work for the RMS under Mr Dubois and which, the evidence will indicate, paid kick-backs. I have also briefly mentioned the people who controlled those companies, all of whom were friends, associates or family members of Mr Dubois. In order to provide an overview of who the major contractors were in terms of the period during which they did work and the value of the RTA/RMS work they did, I propose to list them from largest to smallest (Show Page 19).
88. First, CBF Projects, which was controlled by Mr Chahid Chahine and Barrak Hadid, did work to a total value of \$13.341 million between May 2010 and May 2019.
89. Secondly, Euro Civil, also controlled by Mr Chahine and Mr Hadid, did work to a total value of \$4.745 million over the period July 2015 to June 2019.
90. Thirdly, Ozcorp Civil, also controlled by Mr Chahine and Mr Hadid, did work to a total value of \$3.067 million over the period November 2015 to December 2018. As noted earlier, those companies controlled by Mr Chahine and Mr Hadid ultimately did more than \$21 million worth of work for the RTA and RMS over a period of roughly 9 years.
91. Fourthly, Seina Group, controlled by Hassan Alameddine, did work to a total value of \$6.818 million over the period September 2013 to May 2019.

92. Fifthly, Areva Corp, also controlled by Hassan Alameddine, did work to a total value of \$2.131 million over the period October 2011 to May 2013.
93. Sixthly, EPMD, which the evidence will indicate was also controlled by Hassan Alameddine, did work to a value of \$2.068 million over the period May 2016 to April 2019.
94. Seventhly, TTS, a company controlled by Towfik Taha, did work to a value of \$1.468 million over the period April 2011 to July 2013.
95. Eighthly, MJ Wilsons, a company effectively controlled by Hussein Taha (aka John Goldberg) but fronted by Mark Abraham, did work to a total value of \$1.09 million over the period February 2013 to April 2014.
96. Ninthly, Sydney Metro Building Services Pty Limited ('Sydney Metro'), a company controlled by Mr Dubois' cousin, Nabil Habouche, did work to a total value of \$752,000 over the period July 2012 to July 2013.
97. Tenthly, Senai Steel, a company controlled by Gamele and Abdula Nachabe, did work to a total value of \$726,000 over the period July 2011 to October 2012.
98. Eleventhly, A&A Structural, a company controlled by Abdula Nachabe, did work to a total value of \$98,000 over the period April to July 2011.
99. Twelfthly, GEC Consulting Pty Limited ('GEC Consulting'), a company controlled by Ghazi Sangari, did work to a total value of \$472,000 over the period May 2011 to December 2014.
100. Thirteenthly, MWK, a company controlled by Towfik Taha, did work to a total value of \$224,000 over the period October to November 2012.
101. Fourteenthly, BMN Electrical, a company controlled by Bilal Najjarin, did work to a total value of \$219,000 over the period June 2010 to June 2011.
102. Finally, UDE Group, a company controlled by Tilal Rifai, did work to a total value of \$213,000 over the period April to July 2011.
103. I should point out that a number of the contractors I have just listed also did work on contracts that Mr Steyn was responsible for. I will deal with these separately, but the evidence will indicate that a number of them also paid kick-backs to Mr Steyn or for his benefit.
104. I also emphasise at this point that I have not listed certain of the contracting companies who did work solely for Mr Steyn. I will come to them later in the opening.

CBF Projects

105. The evidence before this inquiry will demonstrate that after Mr Dubois started work with the then RTA in August 2009, he was already awarding work to CBF Projects (and I'm using that term to encompass both Complete Building Fit out and CBF Projects) by the first half of 2010. I note that the first relevant RMS payment was made to CBF Projects on 31 May 2010.
106. Barrak Hadid and Chahid Chahine first met while doing plastering apprenticeships in Sydney in their late teenage years. They soon struck up a friendship and decided to go into business together, doing general building-type work. That work was ultimately done through a number of company vehicles.
107. The first company in time set up was Complete Building Fit Out Pty Limited, which was registered on 19 May 2008. While Mr Chahine was the sole director and shareholder for the company, the evidence will demonstrate that it in effect ran as a partnership between Mr Chahine and Mr Hadid, with them sharing the work and any income earned through the company.
108. Complete Building Fit Out was deregistered on 6 October 2013. Before that, on 13 July 2012, Mr Chahine set up CBF Projects Pty Limited, again with him as the sole director and shareholder. As with Complete Building Fit Out Pty Limited, the evidence will demonstrate that it was in effect being run by Mr Chahine and Mr Hadid.
109. It seems that the change from Complete Building Fit Out to CBF Projects was made because of a desire on the part of Mr Chahine and Mr Hadid to branch out into work beyond smaller scale building fit out and to do larger building projects. I also expect the evidence to demonstrate that while the companies initially sought and did work for a variety of clients, with work being obtained through word of mouth, the RTA (and then RMS) quickly became an important and sizeable client and ultimately, essentially the only client that the companies did work for.
110. The evidence will demonstrate that separate to Complete Building Fit Out and CBF Projects, Mr Hadid was busy setting up separate companies for the purposes of doing RMS work. On 24 March 2015, Mr Hadid registered Euro Civil and Maintenance Pty Limited, with him being the sole director and shareholder. However, as with Mr Chahine's companies, Euro Civil and Maintenance was in effect a partnership between Mr Hadid and Mr Chahine.
111. On 8 September 2015, another company which ultimately did RMS work was set up, being Ozcorp Civil Pty Limited. That company was actually registered in the name of Kristin Tui, Mr Hadid's partner. However, the evidence will demonstrate that Ms Tui had nothing to do with the actual running of the company on a day to day basis and simply agreed to have her name used on ASIC documents and for bank accounts, at the

request of Mr Hadid. Ms Tui was a stay at home mum with no experience at all in business.

112. The evidence will demonstrate that as with the other companies, Ozcorp Civil was jointly controlled by Mr Chahine and Mr Hadid.
113. I expect the evidence will indicate that Mr Chahine and Mr Hadid agreed to set up Euro Civil and Ozcorp Civil so they would in effect have more hats in the ring when it came to quoting for RMS work. In other words, they knew that for jobs valued at between \$50,000 and \$250,000, Mr Dubois (and indeed, Mr Steyn) required three quotes and by having three seemingly separate companies, they could put in more than one quote for particular jobs.
114. The evidence will demonstrate that on occasions, the companies controlled by Mr Chahine and Mr Hadid put in two of the three quotes for a particular job. Indeed, on some occasions, their companies put in all three quotes.
115. What was occurring, at Mr Dubois' instigation, was that the quoting system was being rigged. As noted earlier, he would determine which companies to invite to quote, which of those companies would obtain the job and at what price and he would then extract a form of kick-back from the successful company.
116. To provide one concrete example of how the arrangement worked, in mid-2017, Mr Dubois needed some building and maintenance works done at a HVCS located at Darrobalgie, which is a dot on the map located on the Newell Highway between Forbes and Parkes in country NSW. On 4 May 2017, Mr Dubois sent emails to Euro Civil ([Show Page 20](#)), CBF Projects ([Show Page 21](#)) and Ozcorp Civil ([Show Page 22](#)) enclosing relevant maps, drawings and photos and requesting a quote.
117. The job seems to have been delayed, so that on 15 December 2017, Mr Dubois sent a further email requesting quotes ([Show Page 23](#)). This time the email was sent to Euro Civil, CBF Projects, Ozcorp Civil, EPMD and Seina. He sought quotes by the close of business on 21 December 2017.
118. Ultimately, Mr Dubois received three quotes. The first, was a quote from Euro Civil dated 19 December 2017 in the amount of \$218,750 plus GST ([Show Page 24](#)). Second, was a quote from CBF Projects, dated 20 December 2017 in the sum of \$229,500 plus GST ([Show Page 25-26](#)). Finally, was a quote from Ozcorp Civil in the sum of \$227,550 plus GST ([Show Page 27](#)).
119. As one would expect, the contract was awarded to Euro Civil, with Mr Dubois signing a contract creation and variation form and Mr Soliman approving it on 21 December 2017 ([Show Page 28-29](#)).

120. In due course, Euro Civil did the work, a purchase order was raised, an invoice was submitted and Euro Civil and Maintenance was paid \$240,625 inclusive of GST as per its quote.
121. This example provides an almost textbook example of a rigged quoting process. The situation was farcical, with all three quoting parties being controlled by the same two men. The evidence will demonstrate that there was nothing competitive about the process at all. Mr Dubois determined who would win the job and at what price with the understanding that he would receive something in return.
122. I point out at this juncture that Mr Dubois didn't just tell the contractors what price to quote at. He would often assist with the creation of the detail in particular quotes, either advising on or drafting the wording contained in the line item breakdown of the work to be done. In many instances, word version drafts of quotes which were ultimately received by the RMS were found on computers and other storage devices located at Mr Dubois' home when ICAC officers executed a search warrant on 18 June 2019.
123. I now turn to say something briefly as to how Mr Chahine and Mr Hadid went about paying kick-backs to Mr Dubois or on his behalf.
124. I mentioned earlier that Mr Chahine and Mr Hadid had set up other companies, which didn't actually do any work for the RTA or RMS, but which were used to funnel money out of the contractor companies and ultimately, to Mr Dubois or for his benefit. Relevantly, on 23 December 2012, Mr Chahine registered Euro Projects. He was the sole director of the company from November 2012 to December 2014, at which time Mr Hadid became the director.
125. On 9 December 2015, Mr Hadid registered Built Engineering, with Mr Hadid as the sole director. The evidence will indicate that as with the other companies Mr Chahine and Mr Hadid were associated with, they effectively ran both of them.
126. Over time, CBF Projects paid more than \$1.45 million into a bank for Euro Projects (Show Page 30). While Mr Chahine was the signatory on the account, the evidence indicates that he provided Mr Dubois with an EFTPOS card, which accounting analysis suggests Mr Dubois used to withdraw \$177,042 in cash and to make \$28,261.43 worth of purchases (Show slide 31).
127. Euro Projects also paid just over \$353,000 in order to purchase a Porsche 997 GT2RS for Mr Dubois (Show slide 32).
128. I also note that separate to the monies channelled through Euro Projects, CBF Projects paid \$76,360 directly to a Melbourne luxury car dealership, Dutton Garage, in order to contribute towards the purchase of a Porsche 993 RS for Mr Dubois (Show Page 33-34).

129. I also expect the evidence to demonstrate that from the money CBF Projects channelled into Euro Projects, Mr Chahine withdrew cash and paid at least some of it to Mr Dubois. I don't suggest that all of the money paid into Euro Projects was used for the purposes of paying kick-backs. I expect the evidence will demonstrate that Mr Chahine and Mr Hadid used some of those monies themselves. Precisely how much cash was actually paid to Mr Dubois is not easy to say because of the fact that banking records demonstrate withdrawals were made, but not what happened to the money.
130. In respect of Built Engineering, Euro Civil paid \$1,616,460 into Built Engineering's bank account, Ozcorp Civil paid \$161,462 and CBF Projects paid \$1,139,936.25 (Show Page 35).
131. Built Engineering then used those funds to pay extensive kick-backs to and on behalf of Mr Dubois. Significant cash withdrawals, totalling over \$182,000 were made from the Built Engineering account and as with Euro Projects, it is not easy to say how much of that money was ultimately paid to Mr Dubois in the form of kick-backs.
132. Built Engineering made a number of very substantial payments to car dealers (Show Page 36) in order to facilitate the purchase of luxury vehicles for Mr Dubois and in one case, it will be suggested, Craig Steyn's wife, Aleesha. Specifically, Built Engineering either bought or contributed to the purchase of classic cars as follows:-
- (i) \$90,000 towards the \$130,000 purchase of a BMW M3 for Mr Dubois (Show Page 37);
 - (ii) \$1,209,500 towards the \$1,586,500 purchase price of a Ferrari F40 for Mr Dubois (Show Page 38);
 - (iii) \$300,000 towards the purchase of a Porsche 997 GT2 RS for Mr Dubois (Show page 39);
 - (iv) \$298,000 towards the \$350,000 purchase of a Porsche 997 GT2 for Mr Dubois (Show Page 40);
 - (v) \$250,000 towards the \$697,500 purchase of a Ferrari 599 GTB for Mr Dubois (Show Page 41);
 - (vi) \$32,000 towards the \$500,000 purchase of a Ferrari 360 for Mr Dubois (Show Page 42);
 - (vii) the \$124,000 purchase price of a Mercedes Benz C63 which it will be suggested was for the benefit of Craig Steyn's wife Aleesha (Show Page 43).

133. The white Porsche 997 GT2RS ([Show Page 44](#)) seems to have been a particular favourite of Mr Dubois' and it was twice purchased for him, once for \$353,028 and once for \$735,000. That is, through Euro Projects, Built Engineering and Euro Civil, it was bought, sold and then bought again for Mr Dubois' benefit.
134. I also note that Euro Civil actually either bought or contributed to the cost of a number of other cars directly (that is, not through Built Engineering). Specifically, it paid the following:-
- (i) \$22,000 towards the purchase of the \$350,000 Porsche 997 GT2 for Mr Dubois (with Built Engineering also paying \$298,000);
 - (ii) \$255,500 towards the purchase of the Porsche 993 RS for Mr Dubois (with CBF Projects also paying \$76,360);
 - (iii) \$107,347 towards the purchase of the Ferrari 599 GTB for Mr Dubois (with Built Engineering also paying \$250,000 and EPMD also paying \$213,000);
 - (iv) \$115,000 towards the purchase of the Porsche 997 GT2 RS for Mr Dubois (with Built engineering paying \$300,000 and Euro Projects paying \$353,056).
135. Most of the above cars, but not all of them, were purchased through Dutton Garage in Melbourne.
136. From what I have said, it is plain that there was a longstanding and mutually beneficial relationship between Mr Dubois on the one hand and Mr Chahine and Mr Hadid on the other. Mr Chahine and Mr Hadid, who were otherwise doing fairly small scale building and fit out type work, secured a very regular stream of RTA and RMS work over 9 years or so. I expect Mr Chahine and Mr Hadid will say that they did not make a large profit on any of the jobs they did. Likewise, I expect Mr Dubois will say that he was conscious of how much the work would cost if it was done by a larger contractor and that he always ensured that where work was done by Mr Chahine and Mr Hadid through one of their companies, it was done to a good standard and at a price which was at or below market.
137. However, the inescapable fact is that the work was being done on the basis that the prices charged through the companies Mr Chahine and Mr Hadid ran included a margin to reflect the kick-backs they would ultimately pay to or on behalf of Mr Dubois. On any view, if those kick-backs were removed from the equation, the work would have been done and delivered to the RTA and RMS at a lower cost. .

Counsel Assisting Caroline Spruce took over from Jason Downing SC

Areva Corp Pty Limited (Hassan Alameddine)

138. Hassan Alameddine is a member of the Lebanese community in Sydney and an old friend of Mr Dubois from University of Western Sydney, where they both studied. He is also an old school friend of Towfik Taha, with whom he attended the Malek Fahd Islamic School, Greenacre. Alameddine is known by a number of aliases including Harry Alam, Harry Alameddine, Hass Alameddine and Hassan Alameddine.
139. As already mentioned, Alameddine is connected to three RMS contracting companies: Areva, Seina and EPMD. Combined, these companies have received approximately \$11 million in RMS contracts and associated payments between 2011 and 2019.
140. A fourth company operated by Mr Alameddine is Acate Pty Ltd. This company is in the name of his younger brother, Ahmed Alameddine, however the evidence is expected to demonstrate that it was under the day to day control of Hassan Alameddine. Although Acate never became an RMS contractor, the evidence is expected to indicate that it was used to submit dummy quotes to the RMS as part of a rigged quoting process set up by Mr Dubois whereby contracts would be allocated to one of the other companies controlled by Mr Alameddine.
141. I note that the evidence that will be called during this inquiry in respect of Hassan Alameddine and Simon Raha, a close friend and business associate of Mr Alameddine, and their companies will be largely documentary. That is because after search warrants were executed on Hassan Alameddine and Simon Raha, amongst others, on 18 June 2019, they departed Australia and have not returned. In Mr Alameddine's case, he departed on 2 September 2019 and in Mr Raha's case, he departed on 22 July 2019. Based on enquiries the ICAC has made, Hassan Alameddine is believed to be in Lebanon at the present time and Mr Raha is believed to be in prison in Lebanon at the present time.
142. As I have stated, Mr Alameddine and Mr Dubois met at university. I expect the evidence will indicate that during the time they spent together at the University of Western Sydney, they had a somewhat unusual friendship. Mr Dubois will say that he had a paid scholarship to the University of Western Sydney and was a good student. He will say that Mr Alameddine asked Mr Dubois to tutor him, which he did. Despite Mr Alameddine suggesting he would pay Mr Dubois for the tutoring, he never paid him anything. Instead, Mr Dubois will say that Mr Alameddine would do favours for him, including picking him up and driving him around. I also expect Mr Dubois to say that Mr Alameddine and his friends approached him at University with what Mr Alameddine described as a stolen exam paper and asked Mr Dubois to help him prepare the answers for it. Mr Dubois will say that ultimately he left the University of

Western Sydney and moved to the University of NSW to escape the pressure he was under from Mr Alameddine and certain of his friends.

143. Notwithstanding that Mr Alameddine had shown himself to be less than honest and prepared to use his relationship with Mr Dubois for his own benefit, the two kept up some form of friendship over subsequent years.
144. I expect the evidence to indicate that Mr Dubois had some contact with Mr Alameddine in the period between meeting at the University of Western Sydney and Mr Dubois starting work at the RTA. Mr Alameddine had obtained a security licence and appears to have assisted Mr Dubois in obtaining his own security licence, with the two men then doing at least some security work together around the early 2000's.
145. I expect the evidence to indicate that not long after Mr Dubois started at the RTA, probably in the second half of 2010 or the first half of 2011, Mr Alameddine approached him and began asking Mr Dubois to provide him with contract work through the RTA.
146. By that time, Mr Alameddine already had a company, Areva, of which he was the sole office holder. He had also, apparently, tried his hand at a number of different businesses, including running a security company and buying and selling goods including boats and safes. Those businesses do not seem to have been successful.
147. I expect Mr Dubois' evidence to be that for a period of perhaps months, he resisted Mr Alameddine's overtures. That may have been partly due to a concern about Mr Alameddine not being qualified or experienced in the sort of work the RTA needed and partly related to some reservations about Mr Alameddine's prior conduct.
148. Whatever be the case, Mr Dubois ultimately relented. By 2011, Mr Alameddine secured, initially through Areva, what turned out to be a fairly lengthy and lucrative stream of RTA and RMS work, that continued right through until the ICAC began its investigation into Mr Dubois' conduct and search warrants were executed on him and various contractors, including Mr Alameddine.
149. I now wish to say something about the work that each of the companies controlled by Hassan Alameddine did for the RTA and later, the RMS.
150. As I have mentioned, Mr Alameddine initially did work for the RTA through Areva.
151. The available documents indicate that Areva was created as a vendor for RMS work in September 2011. Almost immediately afterwards, Areva obtained contract work on an RMS project being carried out in the Galston Gorge in north-west Sydney, which involved performing works on Galston Road in order to install warning signs about over length trucks using it, a camera system to detect over length trucks using it and

building vehicle inspection bays so that over length trucks could be stopped and safely inspected.

152. The initial work that Areva performed on the Galston Gorge project was, it seems according to documents, fabrication, galvanising and installation of what are known as variable message signs (VMS) at the western and eastern ends of Galston Gorge. While the available documents are scant, the first relevant purchase order in respect of that VMS work is dated 15 September 2011 and the first payment of \$82,280 was made by the RMS to Areva on 10 October 2011.
153. Areva then did work on multiple RMS jobs and sites, including civil works related to the infrared traffic logger (or TIRTL) camera system at P2P (point to point) sites in Picton Road, Picton, Bredbo, Inverell, Gunnedah, Cooma and Glen Innes. Areva did similar works at other sites across the State, including Peak Hill, Eumungerie, Gilgandra, Raglan, Meadow Flats, Collector, Port Macquarie, Kew, Molong, Urunga, Woodburn, Boggabilla and Condobolin.
154. Ultimately, over the period 10 October 2011 to 23 May 2013, Areva was awarded 18 contracts by the RTA and RMS and was paid a total of \$2,131,372.10.
155. I expect the evidence will indicate that Mr Dubois assisted Mr Alameddine with the preparation of quotes and invoices. Indeed, Mr Dubois seems to have been heavily involved in preparing quotes, to the point where many draft quotes were found on computers and hard drives at his home when ICAC officers executed a search warrant on 18 June 2019. I expect the evidence will also indicate that Mr Dubois helped Mr Alameddine to source appropriate subcontractors and equipment at the best price to maximise the profit to Mr Alameddine and, in turn, the kick-backs available to Mr Dubois. I also expect the evidence to indicate that Mr Alameddine's invoices were heavily inflated.
156. Contract documents in respect of particular RMS jobs suggest that Mr Alameddine, through Areva (and later, the other companies under his control) participated along with Mr Chahine and Mr Hadid in the rigged quoting process that Mr Dubois seems to have instituted. The evidence certainly suggests that Mr Alameddine was prepared to provide quotes for jobs in circumstances where Mr Dubois had in effect predetermined the outcome and told each contractor what to quote.
157. In mid-2013, Mr Alameddine engaged in a flurry of activity which appears to have been designed to further facilitate the rigged quoting process:
 - a. On 20 June 2013, John Goldberg replaced Alameddine as the sole officer holder of Areva;
 - b. On 1 July 2013, Simon Raha replaced Alameddine as the sole office holder of EPMD;

- c. On 1 July 2013, Mr Alameddie's brother Ahmed replaced him as the sole office holder of a company called "Gold Service Wholesalers" which eight days later changed its name to Acate.
 - d. On 22 July 2013 Alameddine became the sole office holder of a company called "HAM" which 1 week later changed its name to the Seina Group Pty Ltd.
158. As a result of that flurry of activity, Alameddine was, by the end of July 2013, in a position where he had the effective control of four different companies, only one of which was registered in his name.
159. Although Acate Pty Ltd did not actually obtain or perform any contract work from the RMS, it did submit quotations for work. I anticipate the evidence will demonstrate that Alameddine used all the companies under his control to submit dummy quotes to RMS to meet the RMS requirement that three quotes be obtained before awarding a contract over \$50,000.
160. The evidence will indicate that Alameddine was paying alleged kickbacks to Dubois during this period in return for Dubois awarding contracts to Areva.
161. I expect the evidence will indicate that when Mr Alameddine first started doing contract work for the RTA, he would pay Mr Dubois an alleged kickback reflecting roughly 10% of the profit that he made on a job. I expect the evidence will indicate that the amount of the alleged kickbacks subsequently increased to 50% of Mr Alameddine's profit, as Mr Alameddine sought to increase his share of the available work.
162. I will say something briefly about the circumstances in which this increase occurred. You will hear about another RMS contractor, Towfik Taha. As already noted, Taha and Alameddine are old friends. Mr Alameddine introduced Mr Taha to Mr Dubois. The evidence will suggest that at some point after Towfik Taha commenced doing contract work for the RMS, which was in early 2011, he offered to go into a "partnership" with Mr Dubois, by which Mr Taha meant that he would give Mr Dubois 50% of his profits by way of an alleged kickback. When Mr Alameddine heard this, he agreed to match it, so that he did not lose work to Mr Taha. Consequently, the evidence will suggest that from this point on Mr Alameddine gave Mr Dubois roughly 50% of his profits by way of an alleged kickback. It seems that Mr Dubois had difficulty with the quality of the work being done by Mr Taha. The evidence will suggest that ultimately, in around 2013, Mr Alameddine squeezed out Mr Taha altogether and from that point on Mr Taha did not receive any further RMS work. I expect Mr Dubois will indicate that he did not find Mr Alameddine's quality of work to be particularly good either, and at times, he suggested to Mr Alameddine that he couldn't give him any more work. However, he never cut off the flow of work. As I have stated, it was only the commencement of the investigation by this Commission that brought Mr Alameddine's lucrative relationship with the RMS to an end.

163. I expect the evidence to indicate that Mr Alameddine preferred to pay Mr Dubois alleged kickbacks in the form of cash payments, so that there would not be any record of the payments. It is impossible to know how much Mr Alameddine paid Mr Dubois by way of cash payments during the period that Areva was receiving work from the RTA and RMS. However, we do know that during this period Mr Alameddine withdrew \$790,813 in cash from the Areva bank account into which the RMS payments were made.
164. Separate to the cash payments, the evidence will establish that during the period of Areva's RMS work, Mr Alameddine made cheque or EFT payments to two bank accounts held by MWK (one of which had Mr Dubois as a sole signatory and one of which had Mr Dubois and Towfik Taha as co-signatories). In total, \$192,870 was paid to the account which Mr Dubois was the sole signatory on and \$110,000 was paid to the account that Mr Dubois and Towfik Taha were co-signatories on (Show Page 45). Thus, all up, Areva paid \$302,870 to MWKs' accounts and I expect the evidence to demonstrate that such payments were kick-backs to Mr Dubois in return for him securing work for Mr Alameddine. Even putting aside whatever cash payments were made, the total of the cheque or EFT payments was more than \$300,000 over a period of roughly 18 months.
165. The largest single cheque Areva drew was \$110,000 and it was written on 12 October 2012 and deposited into the MWK ANZ account at the Revesby branch on 15 October 2012 (Show Page 46). I expect the evidence to demonstrate that Mr Dubois received the cheque from Alameddine and then it took it into the branch to deposit.

Seina Group Pty Ltd (Hassan Alameddine)

166. While Mr Alameddine initially did his contract work for Mr Dubois via Areva, by mid-2013, he began seeking and obtaining RTA contract work via Seina, in respect of which he'd just become sole director. On 9 September 2013, Seina was registered as an RMS vendor.
167. Seina then did a high volume of RMS work for Mr Dubois, and also, Mr Steyn, between September 2013 and May 2019. The total value of that contract work was \$6,817,798.90. The amount of work Seina did, and indeed, the dollar value of that work, increased markedly from about mid-2016 through to mid-2019.
168. RMS documents indicate that the early works Seina did in September 2013 involved general site rectification works at Safe T Cam sites in Balranald and Narrandera, in country NSW. Mr Alameddine ultimately forwarded invoices to Mr Dubois via email on 20 September 2013.

169. Interestingly, Seina also quoted for and obtained work in respect of the Galston Gorge project, which I referred to earlier in the opening, and which Areva did work on.
170. It appears that there are some fairly significant discrepancies with the Seina paperwork in respect of the Galston Gorge job. The RMS received a document from Seina described as a tax invoice, but also headed "Structures and Sign Installation Galston Gorge Rectification Quotation" dated 1 September 2013 (Show Page 47-48). That is, the document described itself as both a tax invoice and a quote and it was dated prior to Seina even being created as a vendor on the RMS system.
171. None of those discrepancies seem to have rung any alarm bells for the RMS. A purchase order was created on 11 September 2013 and ultimately, the RMS made a payment of \$99,594 on 26 September 2013.
172. If someone had given some attention to the discrepancies, and perhaps did some due diligence on Seina, they would have ascertained that Hassan Alameddine had been sole director of Areva Corp from September 2007 through to June 2013 and became the sole director of Seina Group in July 2013. It would have been ascertained that both companies were quoting for and receiving work on the Galston Gorge project.
173. Available records also suggest that, as with other contractors, Mr Dubois was involved in either drafting quotes and tax invoices for Seina or settling their contents. Indeed, The 1 September 2013 combination quote and tax invoice for the Galston Gorge job, which I have referred to earlier, was located as a word document on a USB drive seized from Mr Dubois' home when a search warrants was executed on 18 June 2019. The metadata for the document shows that it was created on 2 September 2013, last saved on 10 September 2013 and that Mr Dubois was the last author.
174. As I noted earlier, Seina secured a very substantial flow of RMS work from 2013 through to mid-2019, when ICAC investigated Mr Dubois' conduct and he was suspended from duties. By way of a very brief summary, Seina obtained work installing signage at multiple sites across the State, including ,multiple heavy HVCS site locations (at places such as Denham, Singleton, Waterfall, Yass, Alford's Point and Picton Road).
175. In a number of instances, no competitor quotes have been identified. I refer, for example, to a quote dated 26 May 2014 from Seina for sign related work at multiple sites, mainly on country highway locations (Show Page 49-53).
176. For that particular quote, the RMS ultimately created a purchase order on 11 August 2014 (Show Page 54-56) and Seina's tax invoice number 00099, dated 8 September 2014, in the sum of \$159,720, as quoted, was paid, along with two other invoices, on 9 October 2014.

177. While the tax invoice was paid, investigations have not uncovered any evidence of the invoice actually being sent by Seina Group to the RMS. However, a word version of the tax invoice was located on a USB device and a laptop computer seized during the execution of the search warrant on Mr Dubois on 18 June 2019.
178. I expect the evidence to demonstrate that while the contract work Seina did for the RMS was almost always kept under \$250,000 in value, so that an open tender was not required, there were still sufficient discrepancies in the paperwork submitted by it that some concerns should have been raised. That they were not, is concerning in terms of the procurement systems the RMS had in place.
179. I now briefly turn to the method by which Seina Group paid kick-backs to Mr Dubois. Having earlier mentioned that I expect Mr Dubois' evidence to be that at some point Hassan Alameddine expressed a concern to him about paying by cheque or EFT and a preference for cash payments, the Seina banking records reveal significant sums of cash withdrawals, but no trail of cheque or EFT payments to either Mr Dubois directly or to companies with which he was associated. Over the period of Seina's work for the RMS, cash totalling \$1,976,439.27 was withdrawn from its CBA account. I expect the evidence to indicate that substantial sums of cash were paid by Mr Alameddine to Mr Dubois in return for Seina securing its flow of work.

Efficient Project Management and Deliveries Pty Limited (Hassan Alameddine and Simon Raha)

180. EPMD was registered by Alameddine on 7 January 2013. Alameddine was the sole office holder until 1 July 2013. On that date, Simon Raha replaced Alameddine as the sole office holder. The evidence will demonstrate that Simon Raha ("Raha") is a close friend and business associate of Alameddine's.
181. The Commission will hear evidence to suggest that Raha was merely a "straw director" and that Alameddine had full control over EPMD.
182. There are a number of individual pieces of evidence, which when seen together, point strongly to the conclusion that Alameddine was controlling EPMD when it was doing RMS work. First, a number of word versions of EPMD quotes and invoices were found on computer equipment seized at Hassan Alameddine's home in Auburn when a search warrant was executed on 18 June 2019.
183. Secondly, handwritten documents were also seized when the search warrant was executed on Hassan Alameddine's address and they contain references to RMS jobs, to both Seina and EPMD and indeed, EPMD quotes.

184. Thirdly and perhaps most significantly, evidence will be called to demonstrate that in late February to early March 2018, when Hassan Alameddine was overseas, his brother Ahmed Alameddine was in regular contact with him. A series of WhatsApp calls and messages indicate Ahmed was receiving instructions from Hassan while Hassan was in Lebanon in relation to the preparation of and submission of an EPMD quote in respect of the installation of signage at multiple HVIS sites. Indeed, the exchange of WhatsApp messages indicate that on the morning of 1 March 2018, Mr Dubois was on his way over to the Alameddine household and Ahmed was frantically seeking to have the EPMD quote ready for him.
185. Hassan Alameddine was in transit between Lebanon and Abu Dhabi, but ultimately, he sent as a screen shot a draft EPMD quote for the HVIS signage work ([Show Page 57-59](#)).
186. Ultimately, that EPMD quote was submitted to Mr Dubois by email at 1449 hours on 1 March 2018, with the total slightly revised ([Show Page 60-62](#)).
187. While I expect the evidence, including from Ahmed Alameddine, will suggest Simon Raha had nothing to do with the running of EPMD, I note there is evidence that in return for Mr Raha permitting Mr Alameddine to in effect borrow Mr Raha's name for the purposes of EPMD, Mr Raha received a financial benefit. EPMD had Commonwealth Bank accounts set up by Mr Raha and into which the RMS payments were made.
188. WhatsApp audio recordings show Mr Raha pleading with Mr Alameddine for funds in mid-October 2018 in order to meet his mortgage and other living expenses. On 21 October 2018, Mr Alameddine sent Mr Raha the following voice message ([Show Page 63-64](#)). Banking records demonstrate that the same day, \$6,800 was transferred from EPMD's CBA bank account into Mr Raha's personal bank account ([Show Page 65](#)).
189. In terms of the work EPMD ultimately performed for the RMS, it was similar in nature to that done by Seina and before it, Areva. Typically, but not exclusively, it involved the fabrication and installation of signage.
190. EPMD was registered as a vendor with the RMS on 4 May 2016.
191. RMS records indicate that between April 2016 and December 2018, 14 contracts were awarded to EPMD, resulting in it being paid \$2,067,945.00 ([Show Page 66](#)).
192. Of the funds paid to EPMD's CBA bank account, of which Mr Alameddine and Mr Raha were co-signatories, \$277,300 was withdrawn in cash. I expect the evidence to demonstrate that as with the other companies controlled by Mr Alameddine, he paid cash kick-backs to Mr Dubois from those funds.

193. As already noted, EPMD contributed \$213,000 towards the purchase of a Ferrari 599GTB for Mr Dubois (with the total purchase price being \$697,500). The cost of that car was made up by Euro Civil, Built Engineering and EPMD.
194. Mr Alameddine kept a green notebook which was seized from his house by Commission officers. Not every page in the notebook is dated, but the earliest date recorded in the notebook is 3 July 2018. On an entry in the notebook that appears to bear the date 20 December 2018 (Show Page 67), Mr Alameddine lists eight RMS contracts by location and then records the cost of each job, the amount invoiced and the profit. It shows how inflated the invoices were and the scale of profit Mr Alameddine was making on RMS jobs:
- a. Port Macquarie freeway install and port Macquarie telegraph Rd install, which had a combined cost of \$40K, was invoiced at \$53,520 and \$62,500, and therefore returned a Profit of \$76,020.
 - b. Albury Fabrication, which had a cost of \$82,000, was invoiced at \$247,000, and therefore returned a Profit of \$165,000.
 - c. Albury install, which had a cost of \$39,000, was invoiced at \$118,000 and therefore returned a Profit of \$79,000.
 - d. Albury underbore, which had a cost of \$31,000, was invoiced at \$76,000, and therefore returned a Profit of \$45,000.
 - e. Nyngan wire rope, which had a cost of \$60K, was invoiced at \$139,000 and therefore returned a Profit of \$79,000.
 - f. Nyngan underbore and trench, which had a cost of \$27,000, was invoiced at \$64,000, and therefore returned a Profit of \$37,000.
 - g. Nyngan install, which had a cost of \$25,700, was invoiced at \$75,700 and therefore returned a profit of \$50,000.

TTS Group Investments Pty Limited (Towfik Taha)

195. As noted earlier, in April 2011 Mr Dubois started allocating work to a TTS, a company run by his friend Towfik Taha.
196. TTS Group Investments Pty Limited was registered on 2 July 2009 and deregistered on 27 November 2016.
197. At all times "Zac Malas" was the nominated Director and Secretary. Taha changed his name to "Zac Malas" in 2007. However, he has used Towfik Taha since then, as well as Terry Taha, Towfik Malas and Toufik Taha.
198. The evidence is expected to show that prior to securing contract work from the RTA through his company TTS, Taha was working as a small-scale tree lopper and

landscaper. He had no formal training and had not completed any apprenticeship in relation to any building or trade. He no licence to do any type of building, construction or demolition work and had limited experience.

199. To give some idea of the modest nature of Mr Taha's landscaping and tree-logging business, in the month immediately before he started doing work for the RTA, TTS bank statements show that Mr Taha earned \$50 for a gardening job and \$300 for a tree maintenance job, giving TTS Investments a total income of \$350 that month.
200. The evidence is expected to show that Mr Taha approached Mr Dubois in around 2010 and asked him to give him work through the RTA.
201. The first contract that TTS was awarded by the RTA was in relation to landscaping works at Galston Gorge. There were a large number of discrepancies with the paperwork relating to this contract.
202. On 23 February 2011, Mr Dubois emailed Mr Taha a request for quote for landscaping works required at Galston Gorge. The email was addressed to "Toufik" at info@ttsgroup.com.au.
203. On 25 February 2011, Mr Taha emailed Mr Dubois a quote for \$37,000 (ex GST) \$40,700 (incl GST) on "TTS Group Letterhead", bearing the email address info@ttsgroup.com.au.
204. The next day, Mr Taha received an email from Mr Dubois awarding him the contract. That email was sent to "toff_959@live.com.au".
205. On 28 February 2011, Mr Taha sent Mr Dubois a revised quote for the works at Galston Gorge for \$46,000. The email was sent from toff_959@live.com.au and signed "Tof Taha".
206. The evidence suggests that neither of the quotes referred to above were ever provided by Mr Dubois to the finance department. Rather, the quote that Mr Dubois provided to the finance department was on TTS letterhead for an amount of \$47,000. This quote is identical to the revised quote that TTS emailed to Dubois, except that someone has added on an extra \$1,000 and also included the words "Attention: Mr Alex Dubois Date 24/02/2011". The evidence tends to suggest that this quote was created by Mr Dubois himself. There is no evidence to indicate that this quote was ever emailed to Mr Dubois. It was found on Mr Dubois' hard drive and USB.
207. On 3 March 2011, Mr Dubois received an email from Simon Brodie, the Acting Manager of Business Development, noting that he had been asked to approve TTS Group as a vendor on IMS for the purpose of landscaping at Galston Gorge and noting the quote was for \$47,000 and asking whether Mr Dubois had obtained more than one quote. Mr Dubois responded the same day that whilst there was no requirement to obtain more

than one quote for works under \$50,000, he had nonetheless obtained a second quote which was for \$56,000. The second quote is on letterhead described as "Complete Landscaping Solutions" and signed by "Barak Hadid, Director". Interestingly, the letterhead is identical to the letterhead used by "Rad 1 Civil Pty Ltd", another company that corresponded with Mr Dubois. The evidence indicates that this was a dummy quote created by Mr Dubois. Again, there is no evidence of Dubois emailing a RFQ to Complete Landscaping Solutions, nor receiving a quote from them. This quote was found on three devices (hard drives and USB) owned by Mr Dubois.

208. On 6 March 2011, Taha sent Mr Dubois an invoice dated 2 February 2011 for \$17,000 as a "progress payment" for works at Galston Gorge. It was sent from toff_959@live.com.au. This invoice was dated 2 February, notwithstanding that Mr Taha did even not receive a request to quote for the Galston Gorge job until 23 February 2011, let alone a contract. Nobody in the RTA appears to have picked up this discrepancy.
209. On 9 March 2011, TTS Group was created as an RTA vendor. The email address was recorded as toff_959@live.com.au. It was accompanied by an EFT authorisation form which was signed by "Zac Malas" as Director of the TTS Group and a Certificate of Registration of Company document which was for TTS Group Investments Pty Ltd with an ACN 138 056 130.
210. It appears that someone within the finance section of the RTA did a search on the ACN and found it was attached to Mr Toufik Taha, as a sole trader, not registered for GST and trading as "Pro Tech Tree Services", not to TTS Group Investments.
211. On Sunday 13 March 2011, Mr Dubois emailed Mr Taha the contract documents for Galston Gorge to info@ttsgroup.com.au. His email was addressed to "Terry".
212. On 14 March 2011, Mr Dubois was forwarded an email from the finance section of the RTA stating, in relation to Mr Taha's invoice for a progress payment, "the invoice doesn't look ok to process for payment
- * vendor not registered for gst and claiming
 * abn is different on the abn website
 pls check and advise Alex and vendor "
213. The same day Mr Dubois forwarded this email to toff_959@live.com.au.
214. On 15 March 2011 Mr Taha emailed Mr Dubois a revised invoice for the Galston Gorge progress payment on letterhead described as "ProTech Tree Service". It was otherwise identical to the previous invoice from the TTS Group, and still included a claim for GST.

215. On 24th March 2011, Mr Taha received an email directly from Theresa Jabson, senior contracts and finance officer at RTA stating “we received your invoice 001....the link in the ABN website shows that you cannot claim GST. Please amend your invoice. Once we receive your amendment the invoice will be processed accordingly.” This email was sent to the “info@TTSgroup.com.au” address and was copied to Mr Dubois.
216. There is no evidence of Mr Taha ever emailing a revised invoice to remedy this problem. However, on 24 March 2011, a new IMS Vendor Details Form was created for TTS Group Investments Pt Ltd linked to the correct ABN 93 138 056 130. Attached to the vendor form is an invoice from the TTS Group dated 11 February 2011 for \$17,000 and bearing the correct ABN. The evidence will suggest that this invoice was created by Mr Dubois.
217. On 3 June 2011 Mr Dubois received an email from an RTA employee, Ms Tara Kennedy, attaching photos of asphalt and mulch dumped in the national park next to Galston Gorge. Mr Dubois assured Ms Kennedy that the dumped asphalt had not been left by any RTA contractor, but he also forwarded the photos of the dumped asphalt to Mr Taha.
218. TTS was ultimately paid \$51,700 for works at Galston Gorge.
219. Despite, this less than auspicious beginning, over the period from April 2011 to July 2013, TTS was awarded fourteen contracts by the RMS and received payments from the RMS to a value of \$1.468 million.
220. I anticipate the evidence will demonstrate that Mr Dubois rigged the quoting process so as to ensure that Mr Taha was awarded work for the RMS. I anticipate the evidence will suggest that Mr Dubois told Mr Taha what amount he should charge for particular jobs and disclosed to Mr Taha quotes received from other companies prior to Taha submitting quotes for the work.
221. I also anticipate the evidence will demonstrate that Mr Dubois assisted Mr Taha with the preparation of quotes and invoices and on some occasions, prepared these documents for him.
222. I anticipate the evidence will also indicate that although some of the work awarded to TTS was landscaping work, TTS was also awarded contracts by the RMS involving major roadworks, which Mr Taha had no ability to perform and that these jobs were subcontracted out by Mr Taha to subcontractors suggested to him by Mr Dubois, with a significant profit margin being made by Mr Taha.
223. I anticipate the evidence will demonstrate that in exchange for awarding contracts to Mr Taha, Dubois received significant financial rewards from Mr Taha. I expect the evidence will indicate that these alleged kickbacks were paid in the form of cash,

cheques and electronic transfers and varied from between 30-50% of the total profit made by Mr Taha on any given job.

224. I have referred to this previously in the opening, but MWK Developments received into one particular ANZ bank account (which Mr Dubois and Mr Taha were both signatories on) substantial payments from TTS itself, Areva, CBF Projects and also, Senai Steel, A&A Structural, UDE and BMN. In addition to that, TTS and other contractors, made direct payments to a separate MWK Developments account operated by Mr Dubois. The total payments made by the various contractors to MWK Developments' various bank accounts was \$1,300,586.20 (Show Page 68).
225. Mr Dubois then accessed those funds in a variety of ways, including through cash withdrawals, transfers from joint MWK Developments accounts to MWK Developments' accounts that Mr Dubois operated himself, cash withdrawals and purchases on an EFTPOS card that Mr Dubois held on a joint MWK ANZ account and through card purchases that were facilitated via MWK Developments' accounts that Mr Dubois alone operated.

MWK Developments Pty Ltd

226. In addition to colluding with Mr Dubois in relation to the awarding of RMS contracts to TTS, I expect the evidence will show that Towfik Taha was also heavily involved in assisting Mr Dubois to launder funds emanating from, not only TTS, but a number of other RMS contractors.
227. On 30 May 2011, Taha registered MWK Pty Ltd. It was deregistered on 20 October 2013. Taha was the sole office holder during that period.
228. The following day, Taha opened two separate ANZ bank accounts in the name of MWK Pty Ltd and included Dubois as an authorised signatory (under the name "Hassan Habbouche") to each account.
229. The evidence will demonstrate that Mr Dubois and Mr Taha each had debit cards attached to the two MKW ANZ accounts that allowed them to withdraw money from those accounts.
230. I anticipate the evidence will suggest that this bank account was set up as a "slush fund", into which a number of RMS contractors could transfer money, for the purpose of laundering the proceeds of the scheme and providing a financial benefit to Dubois and, to an extent, Taha. I have already listed the contractors who made such transfers (Show Page 69)

231. Between 21 June 2011 and 10 October 2012, Mr Taha made four payments from a TTS bank account into one of the MWK ANZ bank accounts, amounting to \$183,700 ([Show Page 70](#)).
232. Between 27 June 2011 and 5 December 2012, cash withdrawals and debit card transactions amounting to \$942,365 were made from the accounts. I anticipate the evidence will indicate that of this amount, Dubois received \$807, 650.91 and Taha received \$91,000.