
TRANSCRIPT OF MORNING PROCEEDINGS

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INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION

MELBOURNE

MONDAY, 16 NOVEMBER 2020

(29th day of examinations)

BEFORE THE HONOURABLE ROBERT REDLICH AM, QC

Counsel Assisting: Mr Michael Tovey QC
Ms Amber Harris
Mr Tam McLaughlin

OPERATION SANDON INVESTIGATION

PUBLIC EXAMINATIONS PURSUANT TO PART 6 OF THE INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION ACT 2011

Every effort is made to ensure the accuracy of transcripts. Any inaccuracies will be corrected as soon as possible.

1 COMMISSIONER: Good morning, Mr Aziz. 10:09:08AM

2 MR AZIZ: Good morning. 10:09:11AM

3 COMMISSIONER: Mr Rubenstein, is it? 10:09:14AM

4 MR RUBENSTEIN: Yes, it is, Commissioner. Good morning. 10:09:17AM

5 COMMISSIONER: Please start the recording, Monday 16 November. 10:09:20AM

6 Mr Aziz, as the IBAC Commissioner I'm conducting this 10:09:24AM

7 examination in accordance with Part 6 of the Independent 10:09:29AM

8 Broad-Based Anti-Corruption Commission Act of 2011. 10:09:36AM

9 Mr Tovey will be senior Counsel Assisting and I authorise 10:09:43AM

10 him to examine you. This is an inquisitorial process, 10:09:47AM

11 that is the Commission is not bound by the rules of 10:09:50AM

12 evidence, but by and large I will conduct those 10:09:53AM

13 proceedings as though the rules of evidence apply, unless 10:09:58AM

14 I say otherwise. 10:10:01AM

15 Counsel Assisting will ask you questions. I may 10:10:05AM

16 also ask you questions. Following the questions asked of 10:10:08AM

17 you by him and I, Mr Rubenstein will have an opportunity 10:10:15AM

18 to ask you questions also. I should say, Mr Rubenstein, 10:10:22AM

19 if during the course of the examination you feel that at 10:10:26AM

20 some point it might be helpful for Mr Aziz to expand on 10:10:30AM

21 some aspect of the evidence that he's giving on a 10:10:36AM

22 particular issue, it will be quite helpful if you indicate 10:10:40AM

23 that it might be helpful for you to explore that with him 10:10:46AM

24 then and there rather than wait until the end of the 10:10:50AM

25 examination. Do you follow? 10:10:53AM

26 MR RUBENSTEIN: Yes, I do, Commissioner. Thank you. 10:10:56AM

27 COMMISSIONER: The examination is being conducted by 10:11:03AM

28 audiovisual link pursuant to Division 3 of Part 3 of the 10:11:05AM

29 COVID-19 Omnibus Regulations 2020. Witnesses and their 10:11:10AM

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legal representatives are not required to stand at the commencement, at the breaks or at the end of the examination or when taking their oath. As the operator has indicated, legal representatives should mute their microphone unless addressing during the course of the examination.

Mr Aziz, if at any stage you cannot hear what is being said or the sound is less than ideal for you, please indicate so immediately. If in relation to any questions you don't follow the question or would like to have it repeated, you should feel free to immediately indicate that's your wish. In relation to our operating procedures if there's anything further, there is a virtual examinations operating procedure of which you should have received a copy which you may have recourse to.

Mr Rubenstein, I understand you are instructed by Mr Chadwick of Moray & Agnew and you'll represent Mr Aziz during the hearings.

<SAMEH AZIZ, sworn:

COMMISSIONER: Mr Aziz, I'm now required to advise you as to the nature and scope of the matters about which you will be questioned. They are consideration of development applications and other planning matters by the City of Casey Councillors, including but not limited to the relationships between City of Casey Councillors and property developers; public officers' planning and property development decision making at the City of Casey Council being corruptly influenced, including but not limited to by the making of political donations or

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10:13:59AM

1 payments to gain favourable decision making within the 10:14:02AM
2 City of Casey Council; any conflicts of interest held by 10:14:05AM
3 City of Casey Councillors and the use of voting blocs, 10:14:10AM
4 including your obligations to declare any such conflicts 10:14:15AM
5 or report suspected corrupt conduct; matters the subject 10:14:18AM
6 of the scope and purpose described in the attached 10:14:27AM
7 'Further information and directions for public 10:14:30AM
8 examinations in Operation Sandon', in particular as they 10:14:32AM
9 apply to the City of Casey Council or planning or property 10:14:36AM
10 development activities within Victoria that involve John 10:14:44AM
11 Woodman, his family, his associated entities or his 10:14:46AM
12 business associates; and, finally, transparency and 10:14:50AM
13 integrity of dealings between public officers involved in 10:14:54AM
14 planning and property development decision making, 10:14:59AM
15 including any persons elected or seeking election to a 10:15:02AM
16 municipal council or the parliament of Victoria and any 10:15:06AM
17 person who may be directly or indirectly benefitting from 10:15:10AM
18 that decision making, including but not limited to 10:15:14AM
19 landowners, property developers or their consultants and 10:15:19AM
20 any representative of those persons, including persons 10:15:23AM
21 engaged in lobbying activity. 10:15:28AM
22 Mr Aziz, at the time you were served with a summons to attend 10:15:34AM
23 today, did you receive a document titled 'Statement of 10:15:37AM
24 rights and obligations'?---Yes, I did, Commissioner. 10:15:43AM
25 And has Mr Rubenstein or Mr Chadwick explained that document to 10:15:47AM
26 you?---Yes, they have. 10:15:53AM
27 And do you understand the contents of the document? Do you 10:15:56AM
28 wish to be informed again of your rights and obligations 10:16:03AM
29 or have any aspect of them explained to you?---No, 10:16:07AM

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I understand.

Very good. May I just say in summary your obligation is to answer questions that you're asked, unless you have a reasonable excuse for not doing so. You must answer the questions, even if they may incriminate you or make you liable to a penalty. You must answer the questions truthfully, otherwise you may expose yourself to a risk of perjury that carries a penalty of up to 15 years imprisonment. Importantly, if you answer the questions truthfully, then the answers are not admissible and cannot be used against you in any court. The exceptions include if you were charged with perjury, then any false evidence that you have given could be used against you, or if you commit any other offence against the provisions of the IBAC Act.

Now, finally and importantly, Mr Aziz, if at any stage during the examination you want to have a break, you should just indicate that that's your desire and we'll take a break. I imagine the examination will take some days and so you need to be satisfied that as you are proceeding you're able to do justice to your position; do you follow?---Yes.

And if at any stage you want to adjourn to consult with

Mr Rubenstein about any issue that's been raised, just indicate that that's your wish; do you follow?---Yes.

As presently advised, we will break mid-morning in any event.

If you want to have any additional breaks during the course of the morning or in the afternoon, you should just indicate?---Yes.

10:16:10AM
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10:17:42AM
10:17:45AM
10:17:49AM
10:17:54AM
10:17:56AM
10:17:59AM

1 What is your current state of health, Mr Aziz?---It's still 10:18:03AM
2 poor, Commissioner. 10:18:09AM
3 All right. So it's really important that if at any point you 10:18:11AM
4 feel you want to have a break you just indicate that 10:18:16AM
5 that's so. Do you follow?---Yes, I do. 10:18:18AM
6 Very good. Yes, Mr Tovey. 10:18:21AM
7 <EXAMINED BY MR TOVEY: 10:18:24AM
8 Are you Mr Sameh Aziz?---Privilege. Yes, I am. 10:18:29AM
9 And did you attend here today in response to a summons served 10:18:33AM
10 upon you and was that summons numbered 10:18:40AM
11 SE3386?---Privilege. Yes, I did. 10:18:47AM
12 And with that summons did you receive a document titled 10:18:48AM
13 'Section 121(3)(c) statement of rights and 10:18:56AM
14 obligations'?---Privilege. Yes, I did. 10:19:04AM
15 And you'll see copies of those documents on the screen and 10:19:06AM
16 I tender those, Mr Commissioner. 10:19:13AM
17 COMMISSIONER: Yes. You're able to observe those, 10:19:15AM
18 Mr Aziz?---Privilege. Yes, Commissioner. 10:19:19AM
19 That will be exhibit 252. 10:19:22AM
20 #EXHIBIT 252 - Summons numbered SE3386 and s.121(3)(c) 10:19:25AM
21 statement of rights and obligations. 10:19:02AM
22 MR TOVEY: Mr Aziz, you were a member of the Casey Council, 10:19:37AM
23 were you not, from a time dating back to 10:19:46AM
24 2008?---Privilege. Yes, I was. 10:19:53AM
25 And did you remain a member of that council throughout the 10:19:55AM
26 period from 2008 until the council was removed from office 10:20:02AM
27 this year?---Privilege. Yes. That's correct. 10:20:16AM
28 During that period of time did you hold the office of mayor 10:20:20AM
29 from time to time?---Privilege. Yes, I did. 10:20:25AM

1 When were you mayor?---Privilege. I was mayor in 2011/2012 and 10:20:29AM
2 again in 2015/2016 and from 2016 to 2017. 10:20:38AM
3 COMMISSIONER: Mr Aziz, did I hear correctly that you're 10:20:49AM
4 commencing your answers by asserting the word 10:20:53AM
5 'privilege'?---Yes, Commissioner. 10:20:59AM
6 You need cease doing so. As I've explained to you, your 10:21:00AM
7 evidence is not admissible in a court of law. If you have 10:21:04AM
8 any particular privilege that you want to claim in 10:21:10AM
9 relation to a question, either you or Mr Rubenstein should 10:21:13AM
10 raise that privilege; do you follow?---Yes, I do, 10:21:18AM
11 Commissioner. 10:21:21AM
12 Very good. Yes. 10:21:22AM
13 MR TOVEY: You understand, Mr Aziz, that nothing you say in the 10:21:26AM
14 course of these proceedings can be used against 10:21:33AM
15 you?---Yes, I do. 10:21:37AM
16 In other proceedings. And that nevertheless you have a 10:21:37AM
17 liability to be charged with perjury if you make false 10:21:43AM
18 statements during this proceeding?---Yes. 10:21:49AM
19 All right. Now, apart from being mayor during those periods, 10:21:53AM
20 so what time of the year was it that the mayoral 10:22:03AM
21 appointment would take place, the mayoral election? Was 10:22:07AM
22 it late in the year, November normally?---Usually some 10:22:11AM
23 time between October and November. 10:22:14AM
24 All right. For all intents and purposes then you were mayor in 10:22:16AM
25 2012, 2016, 2017. Were you deputy mayor at any 10:22:20AM
26 stage?---Yes, I was deputy mayor from 2012 to 2013. 10:22:28AM
27 And who was mayor at that stage?---Former Councillor Amanda 10:22:37AM
28 Stapledon. 10:22:42AM
29 Did the council have a planning committee?---Yes, it did. 10:22:47AM

1 And were you a member of the planning committee at any 10:22:52AM
2 time?---All councillors are members of the planning 10:22:57AM
3 committee. 10:23:00AM
4 Were there officeholders on the planning committee? Was there 10:23:00AM
5 a chairman, a secretary; you tell me?---No, in terms of 10:23:07AM
6 the councillors there could only be a chair and obviously 10:23:11AM
7 the secretarial work is undertaken by the council 10:23:14AM
8 administration. 10:23:18AM
9 All right. Were you chair of the planning committee at any 10:23:19AM
10 stage?---To the best of my recollection, I think I was 10:23:24AM
11 chairman for either two or three years. 10:23:27AM
12 Was that a continuous period or over intermittent 10:23:32AM
13 periods?---Usually the chairmanship of the committee is 10:23:41AM
14 over a year and the elections occur at the same time as 10:23:45AM
15 the mayoral election. So we appoint the chairs of the 10:23:49AM
16 committees and the mayor and the deputy mayor on the same 10:23:53AM
17 day. 10:23:56AM
18 So in what years were you chair of the committee?---I can't 10:23:56AM
19 recall exactly, but possibly in 10/11, 2010/2011, and 10:23:59AM
20 possibly again in 2013/2014, but I can't be certain of 10:24:16AM
21 those tenures . 10:24:25AM
22 Whilst you were a member of the council, were you remunerated 10:24:31AM
23 for your work?---As a councillor you are remunerated in 10:24:42AM
24 accordance with the Local Government Act and the 10:24:48AM
25 remuneration is about \$32,000 a year gross. 10:24:50AM
26 And what about as mayor?---As mayor the remuneration goes 10:24:56AM
27 higher because of the additional workload and it's usually 10:25:01AM
28 between 90 to \$100,000 per annum gross. 10:25:05AM
29 And when you say 'gross', does that include allowances?---That 10:25:11AM

1 includes everything. 10:25:16AM

2 From the beginning of 2014, did you do any other work, that is 10:25:26AM

3 any other paid work, other than work as mayor or as a 10:25:41AM

4 councillor?---I was managing at the time the family's 10:25:48AM

5 dental practice, but I was not getting paid, and I was 10:25:57AM

6 beginning to engage in some very, very small property 10:26:03AM

7 developments. I did about two of them. But there was no 10:26:07AM

8 other paid work. 10:26:17AM

9 And the small property developments, where were they?---One was 10:26:18AM

10 located in Narre Warren and the other one was located in 10:26:22AM

11 Berwick. 10:26:26AM

12 And when you say they were small developments, what did they 10:26:26AM

13 involve? Could you describe each, please?---Sure. So the 10:26:30AM

14 first development was a two unit site which I had 10:26:35AM

15 purchased with existing plans and permits and I simply 10:26:39AM

16 wanted a builder to complete it and then sold both 10:26:45AM

17 properties. And the second one - - - 10:26:48AM

18 Sorry, where was that?---In Narre Warren. 10:26:51AM

19 And did that bear any particular name?---I can't remember the 10:26:54AM

20 name, counsel, of the street, no. It was just a two unit 10:27:02AM

21 site in a normal residential street, a corner block. 10:27:10AM

22 And so when was it that you did that development?---I believe 10:27:14AM

23 I started that development in 2014. 10:27:18AM

24 Two thousand and?---2014, started and completed it. 10:27:24AM

25 And when did it complete?---2014 as well. 10:27:28AM

26 So did you make any profit when you sold it?---I believe I made 10:27:34AM

27 a very small profit. It was my first development and 10:27:43AM

28 I think the gross profit after the sale of the two units 10:27:48AM

29 was about between 15 to \$20,000. 10:27:50AM

1 Okay. What was the other development that you were speaking 10:28:02AM
2 of?---The other development occurred in Berwick. I bought 10:28:07AM
3 the site with also existing plans and permits. 10:28:11AM
4 Yes. When did you do that?---That was started in 2016 or late 10:28:16AM
5 2015. 10:28:27AM
6 And what was the nature of that development?---That was a five 10:28:30AM
7 unit site and we ended up selling one of the units and the 10:28:34AM
8 other four were kept as rental properties. 10:28:44AM
9 Sorry, what happened with the other four? I didn't quite catch 10:28:47AM
10 that?---They were kept as rental properties. 10:28:50AM
11 COMMISSIONER: I'm sorry, you used the word 'we', Mr Aziz. 10:29:00AM
12 Were you in either of those developments with anyone 10:29:03AM
13 else?---Yes, I was with my former wife and through a 10:29:07AM
14 family trust which she was trustee but I managed all the 10:29:13AM
15 affairs of the trust. 10:29:18AM
16 Did anyone else assist you in either identifying either of 10:29:20AM
17 those developments sites or assist you in the development 10:29:27AM
18 of those sites?---I saw them on Realestate.com and that's 10:29:31AM
19 how I came to know about them, and they were just sold to 10:29:39AM
20 me through two different real estate agents. I appointed 10:29:43AM
21 - there was a builder appointed for both projects and 10:29:50AM
22 I took an active role in the later projects, which was the 10:29:53AM
23 five units in Berwick, and then actually actively managing 10:29:58AM
24 the progress of the works. 10:30:03AM
25 You had no previous experience in development?---I had built 10:30:08AM
26 houses before and I knew the processes and I also 10:30:14AM
27 commenced a course of study with the Master Builders 10:30:19AM
28 Association of Victoria to learn about building before 10:30:25AM
29 I started the five unit site, but essentially there was a 10:30:30AM

1 builder that was responsible for most of the activity. 10:30:34AM
2 I just assisted in sourcing some of the material and 10:30:38AM
3 collection of the material to make the project as 10:30:41AM
4 presentable as possible. 10:30:45AM
5 Thank you. 10:30:47AM
6 MR TOVEY: Now, were either of those developments referred to 10:30:50AM
7 as the Santa Monicas?---Yes, the second development was 10:30:53AM
8 the Santa Monica, the five unit site. 10:30:59AM
9 So I think you told us you retained one of those units and four 10:31:08AM
10 were rented. First of all, when was it that that project 10:31:19AM
11 concluded?---So I sold one unit and the other four were 10:31:27AM
12 rented. 10:31:33AM
13 Yes, but when was that?---And I believe from memory the project 10:31:34AM
14 concluded in late 2015. 10:31:39AM
15 At that stage how had you financed that project?---We had some 10:31:52AM
16 cash reserves of ours from the time that I retired from 10:32:02AM
17 the Commonwealth Public Service. So I took a voluntary 10:32:06AM
18 redundancy after 17 years of service. And the rest were 10:32:11AM
19 financed from borrowing from the bank, and there was also 10:32:18AM
20 a small amount of borrowing from family members. 10:32:23AM
21 I just want to give a snapshot at a point in time, and it might 10:32:35AM
22 be convenient to make late 2016 that point. So as of late 10:32:42AM
23 2016 how much did you owe on the Santa Monicas? That is, 10:32:51AM
24 I pick that time because this is at the time that you sell 10:33:02AM
25 off one and keep the rest. You must have had an 10:33:05AM
26 understanding at that stage of how much you still 10:33:09AM
27 owed?---Yes, the properties were revalued and I think the 10:33:13AM
28 total borrowing was around 2.1, \$2.2 million. 10:33:17AM
29 And once you had sold one of those properties, what was the 10:33:31AM

1 outstanding loan?---That was the loan after it was sold. 10:33:37AM
2 And what were the repayments on that, approximately?---From 10:33:49AM
3 memory the repayments on each one were generally between 10:34:01AM
4 \$2,200 to \$2,300 a month. 10:34:07AM
5 When you say 'the repayments on each one', each unit?---Each 10:34:11AM
6 unit, yes. 10:34:16AM
7 So we're now talking about four units, are we?---Yes. 10:34:21AM
8 So you're talking about \$20,000 a month repayments?---No, I'm 10:34:25AM
9 talking about \$9,000 a month. 2,200 per unit multiplied 10:34:35AM
10 by four. 10:34:44AM
11 Sorry?---So that's almost \$9,000. 10:34:44AM
12 Yes. And what was the rental income?---The rental income 10:34:47AM
13 sometimes matched the repayments and sometimes was a 10:34:55AM
14 little bit less, but generally around between 500 to 550 a 10:35:00AM
15 week. 10:35:08AM
16 Did you retain the remaining - sorry, the four rented units or 10:35:23AM
17 did you sell them at some stage?---No, they were all - one 10:35:31AM
18 unit was transferred to my former wife as part of 10:35:36AM
19 the divorce settlement. 10:35:40AM
20 Yes?---And the other three were sold as a result of the 10:35:41AM
21 divorce. 10:35:45AM
22 Sorry, what did you say about the first unit? That went to 10:35:50AM
23 your wife, did it?---Yes. She was actually living in it. 10:35:54AM
24 All right. So as at the end of 2016 then, you had done a 10:36:09AM
25 little bit of property development. You were breaking 10:36:21AM
26 about even on the Santa Monicas, were you?---In terms of 10:36:25AM
27 rental repayments there was a little bit of a gap between 10:36:31AM
28 the rental income and the mortgage commitments. 10:36:38AM
29 And in terms of valuation, were they valued at - did the value 10:36:42AM

1 of the remaining four exceed the 2.2 million that you 10:36:50AM
2 owed?---No. The next unit that sold sold for 680,000 and 10:36:56AM
3 I think that had from memory a \$600,000 loan and then the 10:37:08AM
4 rest sold - I'm sorry, I'm just trying to remember, 10:37:16AM
5 counsel. One sold I think for 620 and one sold for 648, 10:37:23AM
6 something like that, but they basically barely covered the 10:37:30AM
7 mortgages on them. 10:37:38AM
8 So by the time all this had settled, had you made any money of 10:37:46AM
9 significance out of the Santa Monicas?---Yes, the profit 10:37:51AM
10 was made when we sold the first one. 10:37:54AM
11 Yes?---And that money went towards paying off the mortgage on 10:37:57AM
12 the residential property that we had, which was at 10:38:03AM
13 Moondarra Drive in Berwick. 10:38:07AM
14 Sorry, what was that address?---19 Moondarra Drive, Berwick. 10:38:08AM
15 That was my residential property. 10:38:12AM
16 All right. Did you or did you and your wife purchase any other 10:38:15AM
17 properties or hold any other properties during that period 10:38:24AM
18 of time?---Yes, we had three other investment properties. 10:38:26AM
19 What were they?---Okay. So we had a property in Officer which 10:38:33AM
20 we built. 10:38:39AM
21 Yes, what was the address of that?---I'm sorry, counsel, 10:38:40AM
22 I honestly can't remember. 10:38:47AM
23 And when had you purchased that?---I purchased that in 2011 10:38:51AM
24 from memory, 2011, and then built it with a builder. It 10:38:58AM
25 was brand new. I built it. 10:39:05AM
26 Yes?---And there were another two in Berwick. One of them was 10:39:06AM
27 the - - - 10:39:10AM
28 If you just stop with the Officer, and how did you finance 10:39:11AM
29 that?---By putting down a 10 per cent deposit and 10:39:17AM

1 borrowing the rest from the bank. 10:39:22AM

2 Yes. And how much was that?---I think it cost me \$450,000 all 10:39:24AM

3 inclusive and I think I borrowed 410,000. 10:39:34AM

4 And was that in your wife's name or in your name or 10:39:41AM

5 both?---That was in my name. 10:39:46AM

6 Any other properties that you had, either yourself, with your 10:39:48AM

7 wife or in your wife's name?---Yes, two other properties 10:39:52AM

8 both located in Berwick. Initially the land was purchased 10:39:57AM

9 in my name because my wife's income at the time did not 10:40:02AM

10 support her getting a mortgage exclusively in her name. 10:40:09AM

11 Yes?---And again they were purchased as blocks of land and we 10:40:13AM

12 employed a builder, a licensed builder, to build both of 10:40:19AM

13 them, and they were almost identical in terms of the land 10:40:22AM

14 size and the type of house that was put on there. And 10:40:27AM

15 after they were finished I transferred the Barak Avenue 10:40:31AM

16 property into my wife's name. She had by then 10:40:35AM

17 strengthened her employment and I transferred it to her 10:40:39AM

18 name for taxation purposes. 10:40:42AM

19 And so you had one in Barak Avenue. Where was the second 10:40:45AM

20 one?---It was called Saul Avenue. 10:40:51AM

21 Saul Avenue, that's S-a-u-l?---Yes, just around the corner, 10:40:54AM

22 yes. 10:41:00AM

23 And when was it that you purchased or, sorry, when was it that 10:41:00AM

24 you built those two houses?---We started building in 2009 10:41:04AM

25 and I think we finished around 2011, start of 2011. 10:41:10AM

26 And how did you finance that?---Again using 10 per cent deposit 10:41:14AM

27 by taking it out of our mortgage of our residential 10:41:21AM

28 property and then borrowing the rest from the bank. 10:41:24AM

29 And what was the total cost of those two developments?---Gosh, 10:41:28AM

1 it was 10 years ago. From memory around - when everything 10:41:43AM
2 was finished, landscaping, curtains, because they were 10:41:49AM
3 rental properties as well, probably around 500,000. 10:41:53AM
4 500,000 each?---Yes. 10:41:57AM
5 And that had been effectively totally financed by 10:42:00AM
6 borrowing?---Yes, pretty much. 10:42:10AM
7 Was that the full extent of the commercial property or other 10:42:18AM
8 investments which you had during this period of time?---In 10:42:24AM
9 terms of property, yes. 10:42:31AM
10 Did you have any other investments?---I had at that time very 10:42:33AM
11 small investments in the share markets. 10:42:41AM
12 Yes?---Probably no more than 25 to \$30,000. 10:42:45AM
13 And these were just publicly listed shares, were they?---Yes, 10:42:52AM
14 they were. 10:42:58AM
15 Other than that?---And then I had a dental practice. 10:42:58AM
16 You had a?---Dental practice. 10:43:03AM
17 Yes. And when you say you had a dental practice, did you own 10:43:06AM
18 the practice?---So, we owned the practice but we were 10:43:10AM
19 tenants in a bigger medical facility and that was built 10:43:16AM
20 from scratch. I again sourced the opportunity and 10:43:23AM
21 assisted with the building and the equipping and the 10:43:26AM
22 fit-outs with the landlords, and my former wife then 10:43:30AM
23 worked from it as a dentist. 10:43:34AM
24 So I just want to understand that. Did you have any 10:43:38AM
25 proprietary interest in the dental practice or was the 10:43:43AM
26 interest of you and/or your wife only in the 10:43:49AM
27 business?---Only in the business and that was again, like 10:43:54AM
28 the Santa Monica properties, it was acquired on the advice 10:43:59AM
29 of our accountants in the family trusts for which my wife 10:44:02AM

1 was the trustee and I was the beneficiary. 10:44:07AM

2 And did the dental practice involve the services of your wife 10:44:10AM

3 plus other dentists?---My ex-wife? 10:44:16AM

4 Sorry, yes?---Yes. 10:44:20AM

5 So how many dentists were working there?---The number 10:44:23AM

6 fluctuated, but generally between one and two, but they 10:44:29AM

7 weren't working full-time, they would be only working, you 10:44:33AM

8 know, maybe one to a maximum of two or three days a week, 10:44:39AM

9 depending on the patients. 10:44:45AM

10 And other than money your wife would earn through her own 10:44:46AM

11 pursuits as a dentist, did the dental practice bring in 10:44:53AM

12 any income which was in part generated by others who 10:44:59AM

13 worked there?---Yes, the general arrangement in dentistry 10:45:06AM

14 is when you employ an associate dentist to work for you 10:45:12AM

15 they retain 40 per cent of their earnings and pay you 10:45:17AM

16 60 per cent, and that covers the nurse that supports them, 10:45:21AM

17 a receptionist and the rent and all the other costs 10:45:24AM

18 associated with running a dental practice. So, 10:45:28AM

19 unfortunately for the first couple of years, because of 10:45:32AM

20 the high costs of borrowing to buy the equipment and the 10:45:37AM

21 high cost of renting the premises and my ex-wife was only 10:45:40AM

22 working two days a week, the dental practice didn't make 10:45:45AM

23 any money, but then it started generating money in the 10:45:49AM

24 third year. 10:45:55AM

25 So when you spoke about the first two years, what were 10:45:56AM

26 they?---I think we started operating in 2011. 10:45:59AM

27 So from 2011 through to 2013 were you running at a loss?---We 10:46:07AM

28 were running at possibly a loss and possibly even, but 10:46:16AM

29 I do recall at the time I was actually working full-time 10:46:22AM

1 in the Commonwealth government and I would use on 10:46:26AM
2 occasions some of my salary to actually cover the 10:46:30AM
3 shortfall in expenses at the practice. 10:46:33AM
4 When did you and your wife separate?---In April 2017. 10:46:43AM
5 COMMISSIONER: I just wanted to pick up. Did you say you were 10:46:56AM
6 the sole beneficiary, Mr Aziz, of the trust that ran the 10:46:59AM
7 dental practice?---No, there were four beneficiaries. My 10:47:07AM
8 ex-wife, myself and our two sons. 10:47:09AM
9 Thank you. 10:47:14AM
10 MR TOVEY: So at the time you separated in April of 2017, what 10:47:19AM
11 was the situation with the dental practice? So in the 10:47:28AM
12 years 2014, 15, 16 had it been making money?---It was 10:47:31AM
13 making a small amount of money, but the important thing is 10:47:40AM
14 that we managed to pay the equipment loan during that 10:47:45AM
15 period because that was for five years. It still had a 10:47:49AM
16 residual or a balloon of some 112,000, which I used the 10:47:53AM
17 money that I had from my voluntary redundancy to actually 10:48:00AM
18 pay for. 10:48:06AM
19 Yes?---And also used a mortgage, the mortgage facility on the 10:48:07AM
20 residential house that we were living in. And then we 10:48:12AM
21 sold it in I believe October 2016 and the sale price was 10:48:17AM
22 \$585,000 clear, and then I organised for a five year 10:48:23AM
23 contract for my wife to continue working there as an 10:48:31AM
24 associate dentist after a great deal of trouble. 10:48:34AM
25 October what year was it that you sold it?---I think October 10:48:41AM
26 2016, from memory. 10:48:46AM
27 And at that stage did you pay out the money that was owed in 10:48:48AM
28 respect of the fit-out and equipment?---No, the money that 10:48:55AM
29 was owed was actually paid out fully about two or three 10:48:58AM

1 months earlier. So for five years we had been paying it 10:49:03AM
2 down until we reached the balloon of \$113,000. 10:49:06AM
3 What organisation was that equipment financed with?---I'm 10:49:17AM
4 really sorry, but I'm not - I've got a record of 10:49:31AM
5 everything somewhere on my computer, but I just can't 10:49:36AM
6 remember the name of the company. But it was a major 10:49:44AM
7 dental financier in Victoria and possibly the whole of 10:49:48AM
8 Australia. 10:49:52AM
9 Okay. So at the time that you separated in - sorry. When did 10:49:52AM
10 you stop work for the Commonwealth?---In December 2013. 10:50:05AM
11 And did you have any employment after that?---No, like I said, 10:50:13AM
12 I focused on managing the dental surgery and also trying 10:50:20AM
13 to do a small amount of property development. 10:50:25AM
14 Did you have any income other than from those sources between 10:50:36AM
15 the time you left the Commonwealth in 2013 and the time 10:50:43AM
16 IBAC came to call, I think it was in September 10:50:52AM
17 2019?---I had my continuing councillor and mayoral 10:51:00AM
18 allowance over that period. 10:51:04AM
19 Yes?---And I earned money from investments that I was making 10:51:06AM
20 with various parties, including on the Australian Stock 10:51:15AM
21 Exchange and the international - and some of the 10:51:20AM
22 international markets, and I was also earning a consulting 10:51:23AM
23 fee from a couple of organisations. 10:51:27AM
24 When you were talking about your investments - well, tell me 10:51:33AM
25 this. Did you make any money from trading in 10:51:38AM
26 international instruments or shares?---There were 10:51:46AM
27 occasions when I made money, but generally there were 10:51:48AM
28 significant losses. 10:51:52AM
29 You said on a couple of occasions you had commissions; is that 10:51:55AM

1 right?---I was paid consulting fees for work that I did. 10:52:06AM
2 Yes, sorry. Who paid you for consulting?---Well, there were 10:52:11AM
3 three consultancies that I had undertaken in the last 10:52:22AM
4 couple of years. One was with the Jim's franchising group 10:52:25AM
5 and that was a political consultancy. He was paying me. 10:52:32AM
6 And what were you getting paid?---About \$1,000 a month. 10:52:35AM
7 And was that cash or was it money being paid through EFT?---It 10:52:42AM
8 was being paid into an account I held with Westpac Bank. 10:52:52AM
9 But was it paid to you in cash or - was it transferred to you 10:52:57AM
10 as cash or was it transferred by electronic funds 10:53:01AM
11 transfer?---It's transferred by EFT and identified as 10:53:05AM
12 consulting fees for the Jim's group. 10:53:10AM
13 Could you repeat to me when that was, that period, 10:53:12AM
14 starting?---From memory it started some time in 10:53:19AM
15 2019 - sorry, 2018, and I think it started around July or 10:53:24AM
16 August 2018. 10:53:33AM
17 Okay. So you said there were two others. What were 10:53:43AM
18 they?---Yes. Well, actually, can I say three others, but 10:53:47AM
19 the third one is not a consulting opportunity, so I'll 10:53:51AM
20 just deal with that one first. In addition to consulting 10:53:56AM
21 to the Jim's group on a totally separate matter, my new 10:54:00AM
22 wife and I ended up buying a Jim's franchise for home 10:54:05AM
23 services and so I was earning money from that. 10:54:11AM
24 Sorry, when you say 'a Jim's franchise for home services', was 10:54:17AM
25 this a lawn mowing franchise?---No, no, it was cleaning 10:54:25AM
26 services and general home servicing which my wife 10:54:30AM
27 coordinated with people, but we owned the franchise. We 10:54:36AM
28 owned the business. 10:54:41AM
29 So this Jim's - one of the Jim's franchises, the one you're 10:54:48AM

1 describing, is that something which under the Jim's 10:54:56AM
2 umbrella put you in touch with clients for whom you can do 10:55:01AM
3 cleaning and domestic work?---Yes, that's correct. 10:55:04AM
4 All right. Did you employ anybody?---My wife employed some 10:55:11AM
5 people, depending on how the business fluctuations were. 10:55:16AM
6 But it's a very mobile industry, if I can call it that. 10:55:26AM
7 The churn or the turnover of staff is quite rapid. 10:55:30AM
8 Yes?---So we continued to advertise to bring people on board to 10:55:33AM
9 try and expand the business. I think she was employing, 10:55:37AM
10 you know, when we first started it was actually quite busy 10:55:43AM
11 because of the spring time, so I think we employed almost 10:55:46AM
12 around 13 to 15 people, but that was only for a two week 10:55:54AM
13 period and then it dwindled down and I think now she works 10:55:57AM
14 with about three or four other employees. 10:56:01AM
15 So she still has that, does she?---Yes. 10:56:03AM
16 And were you making any money out of that?---Initially, yes. 10:56:08AM
17 It's a great business to have because there is almost no 10:56:14AM
18 overheads unless you're earning money. You don't have to 10:56:18AM
19 pay for premises to rent because we operated it from 10:56:22AM
20 home - - - 10:56:26AM
21 Look, I don't need to know the details of it, but what sort of 10:56:26AM
22 profits were you making during that early period from 10:56:30AM
23 mid-2018?---I think we were making from memory between 10:56:38AM
24 three to \$4,000 a month. 10:56:44AM
25 Now, when you spoke about your wife, the maiden name of your 10:57:01AM
26 first wife was Armanious; is that right?---Yes, she 10:57:07AM
27 retained her name. 10:57:13AM
28 And the maiden name of your second wife was Rezk?---Yes, that's 10:57:14AM
29 correct. 10:57:24AM

1 Could you spell that for me, please?---R-e-z-k. 10:57:24AM
2 When did you marry Ms Rezk?---On 2 December 2018. 10:57:31AM
3 In any event, getting back to - so you had the Jim's 10:57:44AM
4 consultancy, you had the Jim's franchise. What other 10:57:52AM
5 consultancies or money earning engagements did you have 10:57:57AM
6 through that period from 2014 to 2019?---I did consulting 10:58:05AM
7 work for Spicer Thoroughbreds on establishing an equine 10:58:17AM
8 investment fund for about five months, and I began a major 10:58:20AM
9 consultancy with Watsons Pty Ltd, the John Woodmans group, 10:58:25AM
10 to develop a blueprint for a Smart City that he was 10:58:31AM
11 looking at establishing in the City of Greater Geelong. 10:58:37AM
12 All right. And when did you do that?---Okay. I think from 10:58:40AM
13 memory the Spicer Thoroughbreds consultancy only lasted 10:58:47AM
14 for five months. 10:58:53AM
15 Why was that?---Because they weren't forthcoming with 10:58:54AM
16 information that I needed to do the work that they'd asked 10:58:57AM
17 me to do. So, I was asked to develop a governance 10:59:01AM
18 framework for the board. I was asked to develop an 10:59:06AM
19 investment prospectus. I was also asked to find buyers or 10:59:09AM
20 investors that could come in and invest in the equine 10:59:16AM
21 fund, and I was also asked to identify all the regulatory 10:59:21AM
22 requirements that the fund needed to operate lawfully 10:59:24AM
23 given that we were seeking people to come in and invest. 10:59:28AM
24 And I met with Brad Spicer and - - - 10:59:33AM
25 That's okay. I just wanted to get a general appreciation of 10:59:37AM
26 what you say brought this to an end. Did your time at or 10:59:41AM
27 your involvement with Spicers have anything to do with 10:59:49AM
28 Mr Woodman?---I wasn't aware that Mr Woodman was involved 10:59:53AM
29 with Spicers at all and - - - 10:59:59AM

1 So if we can just - from your point of view, you were totally 11:00:03AM
2 unaware of Mr Woodman having any involvement in your 11:00:06AM
3 employment by Spicers; is that - - -?---I was completely 11:00:10AM
4 unaware. 11:00:14AM
5 Yes. Were you aware of the fact that he was paying a mirror 11:00:15AM
6 amount to Spicers - when I say a mirror amount, it was an 11:00:29AM
7 amount which mirrored each month exactly what Spicers paid 11:00:35AM
8 you?---No, I was not aware. 11:00:39AM
9 Did Lorraine Wreford have any involvement in your work for 11:00:43AM
10 Spicers?---No, but her partner did. 11:00:55AM
11 But she had no involvement?---No. Her partner is the person 11:01:02AM
12 that I was dealing with mostly in relation to this matter. 11:01:07AM
13 COMMISSIONER: Mr Aziz, how did you come to be involved in 11:01:20AM
14 Spicers?---I was making a presentation in April 2018, 11:01:25AM
15 I think, in relation to the work and the relationships we 11:01:34AM
16 were attempting to establish in China through the economic 11:01:40AM
17 cooperation agreements that we had set up over two trips, 11:01:45AM
18 and as soon as I finished my presentation and speech and 11:01:50AM
19 came down I was approached by Bernard Lee and he said to 11:01:56AM
20 me, 'I've got a very exciting project that I want to talk 11:02:01AM
21 to you about which may have links to attracting investment 11:02:04AM
22 from China, but it's a lot broader than that.' And I met 11:02:09AM
23 with him from April and I agreed to take on the role. We 11:02:12AM
24 signed the contract where they appointed me as executive 11:02:18AM
25 chairman of the board that would actually govern the fund, 11:02:22AM
26 but that was simply a paper structure because all the work 11:02:26AM
27 that needed to be done to set up the governance 11:02:31AM
28 arrangements and all the other investment information, 11:02:34AM
29 they were relying on me to do. 11:02:38AM

1 I'm sorry, I didn't catch the end of that?---So they were 11:02:42AM
2 relying on me to develop the governance structure and also 11:02:47AM
3 the investment - coordinate and collaborate the investment 11:02:52AM
4 information that we can present to prospective investors. 11:02:56AM
5 So this approach by Mr Lee was unexpected, out of the blue, was 11:03:04AM
6 it?---Totally out of the blue and opportunistic in the 11:03:08AM
7 sense that he came to me at a time when I'd just finished 11:03:12AM
8 speaking about China. I then met with two other members 11:03:16AM
9 of his organisation. One of them was Mr Brad Spicer and 11:03:21AM
10 the other gentleman, his last name escapes me but his 11:03:26AM
11 first name was Mick, and we sat together over many 11:03:31AM
12 meetings to nut out the approach or the way forward and 11:03:34AM
13 I did a lot of work behind the scenes to submit to them in 11:03:39AM
14 relation to governance and how the whole thing would work. 11:03:47AM
15 But I was always chasing them for data to develop an 11:03:51AM
16 investment prospectus with another contractor that 11:03:57AM
17 I looked to employ and they never came through, so 11:04:01AM
18 I realised they weren't ready to continue the work or they 11:04:03AM
19 weren't ready to actually launch the fund. 11:04:08AM
20 Did you know Mr Spicer before he approached you?---Yes, I did. 11:04:11AM
21 I had met Mr Spicer on a couple of occasions. 11:04:16AM
22 In what circumstances?---Generally at functions related to 11:04:18AM
23 local government and sometimes business functions 11:04:28AM
24 generally. 11:04:32AM
25 And were you aware that his partner was 11:04:35AM
26 Ms Wreford?---Ms Wreford? 11:04:43AM
27 Mr Lee, were you aware that Ms Wreford was Mr Lee's 11:04:43AM
28 partner?---Yes, I was. 11:04:47AM
29 And had you met Mr Lee then before he approached you with this 11:04:48AM

1 particular presentation?---Yes, I met him on several 11:04:53AM
2 occasions as well. 11:04:57AM
3 Thank you. Yes, Mr Tovey. 11:04:58AM
4 MR TOVEY: You got Spicers, then you got the Watsons Smart 11:05:14AM
5 Cities consultancy; is that right?---Yes. 11:05:20AM
6 That was something that John Woodman was paying you \$25,000 a 11:05:28AM
7 month for, was it?---Yes. 11:05:34AM
8 Starting in December of 2018?---Yes, that's correct. 11:05:37AM
9 All right. Let me ask you this. When had you first met 11:05:51AM
10 Mr Woodman?---From memory I met Mr Woodman at a fundraiser 11:06:03AM
11 that was being organised for Lorraine Wreford, I believe 11:06:12AM
12 in 2009 or 2010, for her run for state parliament in the 11:06:20AM
13 seat of Mordialloc. I wasn't introduced to him 11:06:30AM
14 personally, but a person on my table basically spoke to me 11:06:34AM
15 about him and told me about what he does, and that was the 11:06:36AM
16 first time, and then I met him after that on a couple of 11:06:43AM
17 occasions before I started to look at work to do with him 11:06:48AM
18 in relation to Smart Cities. 11:06:56AM
19 You met on a couple of occasions between - when was it that you 11:06:59AM
20 met in respect of Ms Wreford?---I'd say between 2010 and 11:07:08AM
21 2014 we met on a couple of occasions. I recall a meeting 11:07:12AM
22 that I had with him in 2016 to talk about a charity 11:07:20AM
23 project that he was doing and I offered for the City of 11:07:26AM
24 Casey to come on board with that. And then I spoke to him 11:07:34AM
25 again in 2017 on the advice of Ms Wreford when I was 11:07:37AM
26 looking for a high return investment in relation to the 11:07:44AM
27 cash I had in the bank following separation from my 11:07:47AM
28 ex-wife, and she suggested Woodman and mezzanine finance. 11:07:53AM
29 Sorry, who said that?---Lorraine Wreford. 11:07:58AM

1 Yes?---So I rang her up and I said, 'I'm looking to invest this 11:08:03AM
2 money and I need a high rate of return because of all the 11:08:06AM
3 expenses I've got following the divorce or following 11:08:10AM
4 separation leading to divorce,' and I wanted to be, you 11:08:14AM
5 know, with a secure entity. So she said, 'We do mezzanine 11:08:18AM
6 finance and Woodman does mezzanine finance.' I said 'Oh, 11:08:22AM
7 yes, I know of John Woodman. I would like to talk to 11:08:27AM
8 him.' So she made that connection and I met him in 2017 11:08:31AM
9 to discuss the arrangements, and I think that was maybe 11:08:35AM
10 the last time that I saw him in person, from memory. 11:08:47AM
11 I can't recall - no, I met him again, sorry, again in 11:08:51AM
12 2018, and I think the meeting then revolved around one of 11:08:57AM
13 his developments and I think that may have been the last 11:09:03AM
14 meeting I had with him. 11:09:09AM
15 What was the last meeting you had with him? What date was 11:09:09AM
16 that?---I can't remember in 2018, but we had - sorry, in 11:09:14AM
17 relation to meeting generally about matters, that was it. 11:09:25AM
18 But then I met with him extensively over October and 11:09:30AM
19 November to talk about the consulting agreements and then 11:09:34AM
20 I took - sorry, I'm just trying to recollect. I took 11:09:40AM
21 Dr Jeremy Novak from Southern Cross University to meet him 11:09:45AM
22 around April or May 2019 as we started to firm up the 11:09:49AM
23 parameters of the project that he was asking me to work on 11:09:56AM
24 and, yes, that would have been the last time that I met 11:09:59AM
25 him. 11:10:02AM
26 COMMISSIONER: So could I just be clear, Mr Aziz, that I have 11:10:05AM
27 understood your evidence. Before Ms Wreford suggested to 11:10:11AM
28 you in 2017 that maybe Mr Woodman's organisation would be 11:10:17AM
29 a good one to invest your money in - - -?---Yes. 11:10:24AM

1 You only had fleeting contact or association with Mr Woodman or 11:10:27AM
2 Watsons; is that your evidence?---Sorry, Commissioner, 11:10:33AM
3 I don't understand the question. I said I met Mr Woodman 11:10:37AM
4 on a few occasions before that opportunity came up in 11:10:42AM
5 2017. 11:10:47AM
6 I thought you said that you told Ms Wreford, 'Yes, I know of 11:10:47AM
7 Mr Woodman,' in 2017 and I got the impression that you 11:10:53AM
8 were suggesting you only had fleeting association or 11:10:58AM
9 contact with Mr Woodman prior to that time?---No, they 11:11:02AM
10 weren't fleeting contacts. When we spoke about the 11:11:09AM
11 charity that he was contributing to, we had a long 11:11:14AM
12 discussion about how the City of Casey could actually 11:11:19AM
13 assist. He was always interested in local government and 11:11:21AM
14 so he would either call Ms Wreford or myself following 11:11:27AM
15 every election to see how things were going. I knew of 11:11:33AM
16 his developments from the talks that other councillors had 11:11:38AM
17 about him and I also knew that there was a charitable arm 11:11:42AM
18 to his company, but I wouldn't say it was fleeting 11:11:46AM
19 contact. I mean, I wouldn't invest such a large amount of 11:11:53AM
20 money with someone unless I felt I knew their business 11:11:56AM
21 model and themselves pretty well. 11:12:00AM
22 Yes. 11:12:04AM
23 MR TOVEY: So you're talking there about meetings with 11:12:12AM
24 Mr Woodman. So are those occasions that you've mentioned 11:12:16AM
25 up until now the only dealings you had with 11:12:22AM
26 Mr Woodman?---Directly with Mr Woodman, yes. 11:12:30AM
27 I want to make sure that when we're talking about dealings I'm 11:12:31AM
28 talking about phone communications with him, electronic 11:12:38AM
29 communications with him. These areas that you've 11:12:44AM

1 explained, are you saying they're the only contacts you 11:12:51AM
2 had with him?---It's very difficult for me to remember 11:12:54AM
3 exact communications, but I recall for example in 2019 11:12:57AM
4 I sent him a message on WhatsApp relating to firming up 11:13:05AM
5 the area of research for my PhD and I think he responded 11:13:09AM
6 saying, 'Great stuff, mate. Keep going. This is going to 11:13:14AM
7 be a great project.' He may have sent me one or two 11:13:18AM
8 emails over that time, but generally the communication 11:13:22AM
9 with him, because he was always overseas, occurred through 11:13:26AM
10 Ms Wreford and then also through one of his planning 11:13:33AM
11 consultants, who was Megan Schutz. 11:13:38AM
12 Ms Wreford, did you regularly deal with her in respect of 11:13:41AM
13 Mr Woodman's matters?---Generally, yes. 11:13:47AM
14 And what was the nature of those dealings? We've heard she was 11:13:58AM
15 a lobbyist?---Yes. 11:14:02AM
16 Mr Woodman was her only client?---Yes. Before I answer that 11:14:03AM
17 question, with your indulgence, Commissioner, can I just 11:14:10AM
18 explain that in a growth council like Casey - - - 11:14:14AM
19 No, Mr Aziz, we've only got a limited time. I'd simply ask you 11:14:20AM
20 to answer the question. What was the nature of your 11:14:24AM
21 association with Ms Wreford?---Well, on occasions she 11:14:27AM
22 would talk to me about some of Mr Woodman's aspirations in 11:14:33AM
23 relation to planning. Other occasions she delivered a 11:14:38AM
24 portion of the consulting fee, and I don't understand why 11:14:44AM
25 they did this, but a portion of the monthly consulting fee 11:14:49AM
26 following the commencement of the Little River project, 11:14:52AM
27 and that was about \$2,000. 11:14:56AM
28 COMMISSIONER: Mr Aziz, was there something else that you 11:15:02AM
29 wanted to say in answer to the question?---Not really, 11:15:06AM

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Commissioner. I mean, she presented herself as - I don't mean to demean her, but almost like a gopher for John Woodman. There were times when dealing with her was very frustrating and I actually went directly to John Woodman. But she was also involved in the monthly interest payment that I was earning on my initial \$600,000 investment and sometimes she would deliver to me that amount of \$15,000 per month when it was due and payable. Other times it would be Mr Woodman's driver and there were four occasions when it didn't come and Mr Woodman paid it in the end when the maturity was reached before the amount was fully settled.

MR TOVEY: So was it the case that for a year she was bringing you \$15,000 a month cash?---Only on two or three occasions. I also had dealings with - - -
If I can stop you there. Was it the case that for a year you were receiving \$15,000 a month cash from John Woodman?---Not for a year. I think the period was for about 10 months and that was the interest agreed on the investment that I provided him according to a contract which we signed together and, like I said, there were four occasions when the money wasn't paid in cash and it was actually accumulated in the end and paid at maturity.
And what about after you arranged what you've referred to as the Smart Cities consultancy in 2012? Was it the case that you were getting \$2,000 a month cash delivered - sorry, were you getting \$2,000 a month cash from Mr Woodman following that?---Yes. The agreement in the contract between us was \$25,000 a month. He was paying

11:15:18AM
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1 23,000 into an account in my name and the rest he said, 11:17:40AM
2 'I will happily give you as cash for incidentals. You may 11:17:45AM
3 have taken people out to coffee, having meetings,' and 11:17:50AM
4 I said, 'Look, I don't need that. I just use my credit 11:17:53AM
5 card.' He said it was easier for me to do it. So again 11:17:56AM
6 when I met with her she was actually providing that money 11:18:01AM
7 and she provided it for a period of nine months, but the 11:18:03AM
8 agreed contractual amount was 25,000. 11:18:06AM
9 MR RUBENSTEIN: Commissioner, if I may, I think my learned 11:18:11AM
10 friend referred to the date 2012 and I think he did so in 11:18:14AM
11 error. I think the evidence that's been given is that the 11:18:19AM
12 date of that period was 2018, not 2012. I just want 11:18:22AM
13 to - - - 11:18:27AM
14 MR TOVEY: If I said that, it was a slip of the tongue, sorry. 11:18:27AM
15 Other than the cash that John Woodman was giving you, were 11:18:36AM
16 you getting cash from any other source between the period 11:18:39AM
17 from 2014 to 2018?---No. 11:18:42AM
18 Were you a gambling man? Were you a bettor?---Yes, I did . 11:18:52AM
19 I did, you know, have a few flutters on a few occasions. 11:18:59AM
20 When you're talking about a few flutters, what are you talking 11:19:03AM
21 about? On the horses, the pokies or - - -?---No, I don't 11:19:06AM
22 understand the horses. It was mainly Keno at our local 11:19:08AM
23 pub. 11:19:17AM
24 You don't understand the horses, but you are chairman of 11:19:17AM
25 the equine investment fund; is that what you're 11:19:21AM
26 saying?---I don't understand how to gamble on horses, but 11:19:24AM
27 I understand what it takes to set up an investment fund 11:19:28AM
28 and governance framework that actually sits underneath 11:19:33AM
29 that. So I don't need to be an expert in gambling for me 11:19:39AM

1 to be able to assist in doing all that. 11:19:42AM

2 In any event, what was the extent of your gambling? I mean, 11:19:47AM

3 were you gambling thousands a week or - - -?---No, I don't 11:19:51AM

4 believe I was, and I can't recall because I haven't 11:19:57AM

5 engaged in that activity for about three years now. 11:20:01AM

6 What about using gambling machines? Did you use gambling 11:20:04AM

7 machines?---As in poker machines? 11:20:09AM

8 Yes. Were you a pokies player?---Pokies, yes. Not often, but, 11:20:11AM

9 yes, sometimes when I go out for a drink with friends to 11:20:19AM

10 the local hotel, yes. 11:20:22AM

11 Were you involved in any other gambling other than - so what 11:20:31AM

12 was the extent of your pokies involvement? Are you 11:20:35AM

13 talking about betting - putting \$100 or two through the 11:20:40AM

14 machines or - - -?---Maybe \$20 or \$30 at worst. 11:20:45AM

15 Any other gambling?---I'd play Tattslotto on occasions. 11:20:50AM

16 Sorry?---I played Tattslotto on occasions. 11:21:00AM

17 I'm sorry, I couldn't understand that?---I played Tattslotto on 11:21:03AM

18 occasions. 11:21:08AM

19 Sorry. So that's it. What you've told us is the totality of 11:21:08AM

20 your gambling; is that right?---Yes. From memory, you 11:21:14AM

21 know, obviously like everyone else in Victoria I may have 11:21:18AM

22 visited the casino a few times. But I haven't - I had a 11:21:22AM

23 fascinating unexpected win on the cruise on the honeymoon 11:21:34AM

24 that my wife and I went on. But that was the extent as 11:21:37AM

25 far as I can recall. 11:21:43AM

26 Did you have any association with Zagames?---That was my local 11:21:44AM

27 hotel. That was only a two to three minute drive from my 11:21:53AM

28 house. 11:22:01AM

29 And where was that?---That was located in Berwick, on Clyde 11:22:01AM

1 Road in Berwick. 11:22:06AM

2 And did they have gaming there?---Yes, they did. 11:22:08AM

3 And your gaming you say was only a slight dabble, intermittent 11:22:10AM

4 at Zagames?---Yes, occasionally the Keno wins were very 11:22:23AM

5 big and that's why I liked Keno because it's actually a 11:22:28AM

6 very small investment that could make a big win. But, 11:22:33AM

7 yes, generally I was there socialising with people. At 11:22:38AM

8 the time I had significant marriage problems, so it was 11:22:44AM

9 the closest place to meet to be able to escape and get 11:22:51AM

10 some time to myself. 11:22:55AM

11 When did your marriage problems arise?---Unfortunately from the 11:22:57AM

12 first week, but - - - 11:23:03AM

13 I mean, was there a time when you and your wife, Ms Armanious, 11:23:07AM

14 were living separated under the same roof?---Yes, there 11:23:15AM

15 was. 11:23:20AM

16 And when did that start?---Throughout 2015 to 2017. 11:23:21AM

17 And when did you meet Ms Rezk?---On 20 November 2017. 11:23:27AM

18 Getting back now to your association with Mr Woodman, would she 11:23:41AM

19 advise you - provide you with notices of motion to be used 11:23:55AM

20 in support of matters coming before council in which 11:24:01AM

21 Mr Woodman had an interest?---Who would do that, sorry? 11:24:08AM

22 Ms Wreford?---No, she generally spoke to me about matters that 11:24:12AM

23 Mr Woodman was interested in, but she wasn't able to 11:24:19AM

24 provide notices of motion. But the way that we work in 11:24:25AM

25 Casey is that all developers actually have an opportunity 11:24:32AM

26 to present what they want by emailing a councillor a 11:24:36AM

27 notice of motion. 11:24:40AM

28 Emailing a councillor?---Yes, any councillor that's 11:24:40AM

29 representing their matter. It's not just developers, but 11:24:44AM

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it's anyone that has an interest in the City of Casey like
sporting clubs and so on. Generally what we say, because
of the amount of matters we have to transact, is 'Write to
me what you want. I will discuss it with the officers and
basically apply the best possible outcome for you.'

And that's what you did time and again with Mr Woodman, then,
was it, through Ms Wreford or Megan Schutz?---Not time and
again. I listened to their arguments in relation to the
matters currently being looked at by the Commission and
I was convinced in relation to the intersection of
the Pavilion Estate that the outcome that they were
seeking was the outcome that was in the best interests of
my residents. Now, Ms Schutz - - -

I don't want to go into individual projects, but you voted in
favour of, we know from records, invariably in favour of
every project we've identified involving Mr Woodman. Can
you indicate any time you voted against his
interest?---I don't recall voting for or against his
interest, but I do recall voting for issues that were in
the interests of my ratepayers.

Can you answer the question? Can you recall over a period of
five years from 2014 through to 2019 any single occasion
in the scores of occasions where you voted on Woodman
issues where you voted against him?---There may have been
one or two occasions.

What do you recall those to have been?---There may have been an
occasion in relation to the Cranbourne West rezoning.
I can't remember the specifics because, like I said,
that's not the test I apply to how I vote.

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1 COMMISSIONER: Mr Aziz, can I just take you back a few answers, 11:27:03AM
2 please, to something else that has caught my attention. 11:27:08AM
3 Did I understand you correctly to say that it was a 11:27:13AM
4 practice that was followed at the Casey Council that 11:27:20AM
5 developers and other interested third parties who had an 11:27:24AM
6 interest in council issues could email to a councillor 11:27:31AM
7 their proposal as to the form a resolution or motion 11:27:40AM
8 should take?---Yes, Commissioner, that's correct. 11:27:44AM
9 And for how long was that a practice at Casey?---Ever since 11:27:49AM
10 I was elected in 2008. 11:27:56AM
11 And how regularly to your knowledge was that practice followed? 11:27:58AM
12 I'm not now just speaking about planning, but across the 11:28:05AM
13 board how regularly was that a practice that was followed, 11:28:08AM
14 that parties that had an interest in a particular council 11:28:14AM
15 issue might forward their views as to the form the motion 11:28:17AM
16 or recommendation should take?---Almost on a daily basis 11:28:24AM
17 and certainly on Tuesdays when we had the meetings, 11:28:28AM
18 getting an interested group, a resident or a developer to 11:28:33AM
19 put their intent in writing was seen as good practice 11:28:38AM
20 because then there can be no accusation of 11:28:41AM
21 miscommunication and often what would happen is that once 11:28:44AM
22 the wording was received it would be discussed with 11:28:49AM
23 the officers. If there are compromises needed to be 11:28:52AM
24 achieved, they were achieved. If the intent could pass 11:28:56AM
25 verbatim, it was passed verbatim, and if it couldn't be 11:29:01AM
26 passed so there were amendments, they were made. So, it 11:29:06AM
27 was just an easier way because in Casey you get hundreds 11:29:08AM
28 and hundreds of requests given the population there and 11:29:12AM
29 rather than playing, I guess, third party or a post office 11:29:15AM

1 box and second-guessing what people actually want, it was 11:29:22AM
2 almost better to have it from them in writing. 11:29:25AM
3 And these daily sorts of communications to individual 11:29:27AM
4 councillors, was there any obligation or understanding 11:29:34AM
5 amongst councillors that they had to reveal to the other 11:29:38AM
6 councillors that such communications had been 11:29:42AM
7 received?---There's an understanding if it related to 11:29:49AM
8 another councillor, as in if it was geographically located 11:29:52AM
9 in their ward or it was part of their portfolio that they 11:29:57AM
10 were responsible for. But some of the matters were very 11:30:01AM
11 sensitive and the writer, not only in planning but in 11:30:04AM
12 other matters, would request confidentiality and so 11:30:08AM
13 generally it was discussed with the officers first. But 11:30:10AM
14 if there was a change in policy or direction, then all 11:30:13AM
15 councillors normally were briefed before the matter came 11:30:17AM
16 to a meeting on Tuesday, because we - - - 11:30:20AM
17 Mr Aziz, I'm asking about whether or not part of this practice 11:30:23AM
18 was that all of the other councillors who were to vote on 11:30:28AM
19 a resolution, on a motion or a recommendation were made 11:30:33AM
20 aware of the fact that the third party who had an interest 11:30:39AM
21 in that resolution had communicated directly with that 11:30:44AM
22 individual councillor?---They would always be made aware 11:30:49AM
23 at the pre-council meeting before we go into council and 11:30:53AM
24 sometimes they would be made aware before the council 11:30:59AM
25 meeting when discussions needed to be held in order to 11:31:01AM
26 present a point of view. 11:31:06AM
27 That was the invariable practice then? All the councillors 11:31:09AM
28 understood by the time they came to vote that there had 11:31:13AM
29 been these private communications to individual 11:31:17AM

1 councillors?---Yes, and certainly the officers were aware 11:31:22AM
2 of many of those communications as well. 11:31:25AM
3 Yes, thank you. I'm sorry, is that a practice that you're 11:31:29AM
4 aware of that was followed at other councils?---I believe 11:31:33AM
5 other councillors with similar populations operate the 11:31:37AM
6 same way. 11:31:42AM
7 MR RUBENSTEIN: Commissioner, if I may, of course your question 11:31:45AM
8 to Mr Aziz was: was that an understanding of the other 11:31:47AM
9 councillors, and Mr Aziz could of course only answer that 11:31:50AM
10 question on the basis of his own understanding of what the 11:31:54AM
11 position was, not what was understood by other 11:31:57AM
12 councillors. 11:32:00AM
13 COMMISSIONER: No, no, I'm talking about whether Mr Aziz knew 11:32:01AM
14 that the other councillors were always informed about the 11:32:06AM
15 communications that were made, not about their 11:32:11AM
16 understanding, but as I follow your client he is telling 11:32:14AM
17 us that the practice was that these communications were 11:32:19AM
18 made on a very regular basis and when they were made the 11:32:24AM
19 other councillors were made aware of them. 11:32:28AM
20 MR RUBENSTEIN: In terms of his understanding of that case, not 11:32:32AM
21 that the other councillors understood that to be the case. 11:32:35AM
22 So insofar as Mr Aziz has given evidence of his 11:32:38AM
23 understanding of that practice, that could only be the 11:32:40AM
24 extent of his evidence. 11:32:43AM
25 COMMISSIONER: I don't follow that, Mr Rubenstein. 11:32:45AM
26 MR RUBENSTEIN: I think, Commissioner, the question that was 11:32:49AM
27 put to him was what the other councillors knew, and that 11:32:52AM
28 could only be answered by Mr Aziz on the basis of what he 11:32:54AM
29 understood the practice to be. 11:32:57AM

1 COMMISSIONER: No, I don't follow that at all. If the practice 11:33:00AM
2 was that when a councillor received a private 11:33:04AM
3 communication from a third party who had an interest in a 11:33:07AM
4 recommendation or resolution that was going to be dealt 11:33:12AM
5 with by the council, the invariable practice was that that 11:33:15AM
6 was then communicated to all of the other councillors. 11:33:19AM
7 MR RUBENSTEIN: Commissioner, in terms of your question, 11:33:24AM
8 I think it was put on the basis of what the other 11:33:27AM
9 councillors understood, and my point is that Mr Aziz could 11:33:30AM
10 only give evidence on the basis of what he understood the 11:33:34AM
11 practice to be. 11:33:36AM
12 COMMISSIONER: Mr Aziz, just to clarify the point, is that your 11:33:40AM
13 evidence, that the practice was that the other councillors 11:33:45AM
14 would be told about the fact that this communication had 11:33:49AM
15 been made to individual councillors?---Generally, yes, 11:33:54AM
16 Commissioner. We had a no surprises policy and this is 11:33:59AM
17 why we had the pre-council meeting to discuss these 11:34:07AM
18 matters, and often if a councillor was going to change a 11:34:09AM
19 recommendation in the agenda they would write to their 11:34:14AM
20 colleagues and say, 'I'm proposing to do this. Just 11:34:17AM
21 letting you know because I've had an approach and this is 11:34:22AM
22 my view now.' But sometimes it didn't happen. Sometimes 11:34:24AM
23 there were surprises. It just depends on what the issue 11:34:28AM
24 is and, you know, what the stakeholders are and who they 11:34:32AM
25 are and what they want to do. But generally, yes, the 11:34:36AM
26 answer is yes. 11:34:40AM
27 I'm sorry, I take it now from what you've just told me that it 11:34:44AM
28 wasn't the invariable practice that a councillor told all 11:34:49AM
29 of the other councillors when they had received a private 11:34:54AM

1 communication; sometimes that happened?---I would go as 11:34:58AM
2 far as saying most times it happened, but sometimes 11:35:04AM
3 because it's a political environment, people play 11:35:08AM
4 political games and they hide information from others. 11:35:11AM
5 I've certainly been the subject of that in the past. But 11:35:14AM
6 generally when you have a cohesive council and a 11:35:18AM
7 collaborative council people will share information before 11:35:22AM
8 the decision has been made. To the best of my 11:35:25AM
9 understanding, that happens. 11:35:32AM
10 Yes, Mr Tovey. I see the time, Mr Tovey. Would this be a 11:35:33AM
11 convenient moment to break? 11:35:40AM
12 MR TOVEY: Yes, Mr Commissioner. 11:35:41AM
13 COMMISSIONER: Very good. We'll have a 10-minute break now, 11:35:43AM
14 Mr Aziz?---Thank you, Commissioner. I appreciate it. 11:35:46AM
15 (Short adjournment.) 11:35:51AM
16 COMMISSIONER: Are we ready to proceed? 11:54:35AM
17 MR RUBENSTEIN: Commissioner, yes, Mr Aziz has returned and 11:54:41AM
18 he's ready to proceed. 11:54:44AM
19 COMMISSIONER: Thank you. Just one question I should have 11:54:46AM
20 asked arising out of my earlier questions, Mr Aziz. So 11:54:48AM
21 when you received communications from Mr Woodman advising 11:54:57AM
22 you as to how he wanted you to put forward a 11:55:00AM
23 recommendation or motion, did you always follow that 11:55:05AM
24 practice of disclosing that to all of the other 11:55:09AM
25 councillors?---To the best of my recollection, 11:55:12AM
26 Commissioner, I would say yes. 11:55:19AM
27 Yes. Thank you?---There weren't many occasions when that did 11:55:25AM
28 occur, though. 11:55:28AM
29 Yes, Mr Tovey. 11:55:30AM

1 MR TOVEY: You've given evidence in this matter on a previous 11:55:39AM
2 occasion, have you not, in private session?---I don't 11:55:42AM
3 recall that private session. I recall attending it, but 11:55:48AM
4 I don't recall the content of it. 11:55:52AM
5 You attended in October of last year, did you not, and gave 11:55:55AM
6 evidence?---Yes, I did. 11:56:01AM
7 All right. Was it your view then that the convention was that 11:56:02AM
8 whenever a councillor was meeting with somebody who was 11:56:15AM
9 putting forward a development proposal, that that meeting 11:56:20AM
10 should be witnessed by a council officer?---Yes, on most 11:56:25AM
11 occasions that occurred. 11:56:32AM
12 First of all, I'm asking you did you indicate last time that 11:56:38AM
13 that was the normal rule, that if councillors met with a 11:56:41AM
14 developer or somebody putting forward proposals on behalf 11:56:48AM
15 of a developer, the rule was that there should be a 11:56:52AM
16 council officer present?---With any constituent or 11:56:56AM
17 developer, yes. Sometimes initial meetings would take 11:57:04AM
18 place and then the meeting with the council officers would 11:57:06AM
19 follow. 11:57:08AM
20 So what does that mean?---That means that on occasions 11:57:11AM
21 sometimes developers had difficulty dealing with 11:57:16AM
22 the council officers and so they would elevate the matter 11:57:20AM
23 to their sitting councillor, and their sitting councillor 11:57:23AM
24 would intervene to try and resolve the impasse by engaging 11:57:27AM
25 in dialogue between them and the council area responsible, 11:57:31AM
26 the council officers responsible. 11:57:36AM
27 What I'm talking about is a step which relates to probity. Was 11:57:38AM
28 it the case that as a probity requirement, and this is the 11:57:52AM
29 evidence that Mr Woodman also gave, a councillor was 11:57:56AM

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required to have a council officer present if discussing a
development with a developer or a developer's
representative?---On most occasions, yes. It wasn't a
requirement as far as I can recall. But on most occasions
that's how it worked and invariably the council officers
would be involved at many stages of the process. But if
I can just clarify my answer with one example. There was
one case of a developer who was having great difficulty
getting information about the progress of their
application from council and so that person called me and
asked for a meeting and explained the problems. I also
then asked her to put it in writing and then I forwarded
it to the relevant council area for a resolution and
I asked for a report when it's actually completed. There
are also many occasions when that occurred on things other
than development applications.

So is what you're saying that you're totally unaware of any
probity requirement that if discussing developments with a
developer or a developer's representative there should be
a council officer present?---I was not aware that that was
a requirement, no.

We have access to the council records of declarations of
conflict made by councillors. You've seen those
declarations made regularly in anticipation of or in
council meetings?---Yes, I have.

And typically councillors will disqualify themselves if they
have had political support either at State or at local
level from a proponent?---Yes.

Or if they've had or there continues to be some sort of

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1 financial relationship between them?---Yes. 12:00:22PM

2 And you're aware of the requirement to - sorry. And you're 12:00:26PM

3 aware that a conflict arises in those situations?---Yes, 12:00:31PM

4 I am. 12:00:36PM

5 Did you ever declare a conflict in respect of any matter 12:00:37PM

6 relating to Mr Woodman?---To the best of my recollection, 12:00:42PM

7 no. 12:00:49PM

8 I now just wanted to ask you some general questions. When you 12:00:52PM

9 gave evidence in October last year, have you been back 12:00:57PM

10 through the evidence you gave in October?---No, I haven't. 12:01:03PM

11 Have you given any thought to it?---?---My recollections of 12:01:07PM

12 that day are quite vague, so I haven't given any thought. 12:01:16PM

13 Is there anything you said when you were last here, when you 12:01:26PM

14 were last giving evidence, that was incorrect?---I think 12:01:33PM

15 the whole issue in relation to - the private matter in 12:01:39PM

16 relation to my divorce proceedings and I think I spoke 12:01:44PM

17 about the amount originally lent to Mr Woodman being 12:01:49PM

18 370,000. That was the agreement that was taken to the 12:01:53PM

19 divorce settlement and was accepted by the other side. Of 12:01:58PM

20 course the initial total amount was 600,000, not 370,000. 12:02:02PM

21 But I wanted to ensure that the evidence that I gave back 12:02:10PM

22 then were consistent with what was accepted in my divorce 12:02:15PM

23 settlement. 12:02:19PM

24 So you lied?---I did not lie. I simply presented what happened 12:02:20PM

25 at my divorce settlement. 12:02:25PM

26 Last time you said on numerous occasions that you invested 12:02:26PM

27 \$370,000 with Mr Woodman. I can take you to the actual 12:02:32PM

28 statements if you want me to. In fact you invested 12:02:39PM

29 \$600,000; wasn't that the case?---Yes, it was the case. 12:02:43PM

1 So how come you said last time on at least four occasions that 12:02:48PM
2 you only invested \$370,000 because, to quote you, you 12:02:57PM
3 thought it was too risky to invest any more?---Yes, that 12:03:03PM
4 was the position that was taken at my divorce mediation. 12:03:10PM
5 Sorry, counsel, I needed to quarantine part of the money 12:03:19PM
6 to pay for other debts that were incurred throughout the 12:03:23PM
7 marriage that my former wife simply was not involved in 12:03:26PM
8 managing or paying off, such as the balloon payments on 12:03:33PM
9 her dental surgery, and so I wanted to make sure that 12:03:38PM
10 I was consistent in what happened during that divorce 12:03:42PM
11 settlement and the evidence that I gave last time. But 12:03:45PM
12 the contract that I had with Woodman was 600,000. There 12:03:49PM
13 is proof that I withdrew \$600,000 from the bank, which 12:03:52PM
14 I think you seized that receipt when you came to my home, 12:03:57PM
15 and the amount of interest that was paid to me was on the 12:04:02PM
16 600,000. Now, I believe the reason the other side 12:04:06PM
17 accepted this is because I made a very generous offer just 12:04:09PM
18 to end the matter at mediation to my ex-wife. 12:04:13PM
19 So what happened was that when you went to the Family Court you 12:04:18PM
20 had to make a statement of your financial position, did 12:04:22PM
21 you not?---Yes, I did. 12:04:25PM
22 And in that statement you said you had \$370,000 invested with 12:04:28PM
23 Lockdee? That's the Woodman company?---I can't recall 12:04:35PM
24 what was made in that statement. 12:04:40PM
25 Well, you do know, do you not, the basis on which you went to 12:04:44PM
26 the Family Court, and I thought you were just telling me 12:04:50PM
27 you wanted to be consistent when you last gave evidence; 12:04:52PM
28 is that right?---Before we went to the Family Court we had 12:04:56PM
29 mediation and the matter was settled at mediation and 12:04:58PM

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- - -

And that mediation was on the basis that you had only lent Mr Woodman \$370,000?---There was discussion about the total - - -

Can you just address the question? Was that mediation on the basis that you had only a \$370,000 investment with Mr Woodman, not a \$600,000 investment - - -?---No. True?---No, that wasn't the case.

Did you tell the mediator that in fact you didn't have \$370,000 invested, you had \$600,000 invested?---Not the mediator, but the solicitor who represented my ex-wife at that stage.

And what did he tell you? Did he tell you to cover-up the fact that there was another \$230,000 that you weren't telling the Family Court or the mediator about?---No, there was no cover-up. The communication that went from my solicitor to her solicitor was on the basis that there were other debts and that the amount invested with Woodman, once these other debts are paid, is actually 370,000. In fact when it came to disbursing the money after maturity, those funds went to pay those other debts.

Sorry, you say that - look, what you told the Family Court or the mediator was this: as at the time of the mediation you only had \$370,000 invested with Mr Woodman; is that true?---At the mediation that was the position that was put forward and accepted by the other side.

That was a lie because in fact you had \$600,000 sitting in his account for the best part of 10 months?---Well, it wasn't a lie because we were then considering the totality of the

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12:06:54PM
12:06:57PM
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12:07:06PM
12:07:09PM

1 asset pool. 12:07:12PM

2 It wasn't a lie; it just wasn't true?---No, it was true in the 12:07:14PM

3 sense that there were other amounts of money that needed 12:07:21PM

4 to be covered that were debts and when you consider the 12:07:24PM

5 totality of the asset pool, my wife walked away from that 12:07:28PM

6 mediation with an 80/20 per cent split, 80 per cent in her 12:07:34PM

7 favour (indistinct). 12:07:39PM

8 Are you kidding me, Mr Aziz? You tell the other side, and 12:07:39PM

9 I suggest to you that you made a declaration to the Family 12:07:44PM

10 Court, that you had \$370,000 invested with Mr Woodman. Is 12:07:49PM

11 that the truth? Is that what you told them?---I think 12:08:02PM

12 it's a bit more complex than that. 12:08:04PM

13 No, did you tell them that? Did you tell them that you had 12:08:06PM

14 \$370,000 invested with Mr Woodman?---I didn't tell the 12:08:10PM

15 Family Court anything. I think everything that was 12:08:15PM

16 expressed was expressed at mediation through negotiation 12:08:18PM

17 between the lawyers. 12:08:21PM

18 Well, I'd suggest to you that they conducted their negotiations 12:08:23PM

19 on the basis of filings that they've had and in your case 12:08:28PM

20 at the very outset there was, as in every Family Court 12:08:33PM

21 case, a declaration of your financial position?---Yes, and 12:08:37PM

22 the totality of the amount invested was certainly 12:08:44PM

23 something that the other side were aware of, 12:08:49PM

24 notwithstanding what was agreed on the mediation. 12:08:51PM

25 Yes, but, see, what you told the other side was this, wasn't 12:08:54PM

26 it: that everybody knew you had taken out \$600,000 because 12:08:58PM

27 that came from accounts which both you and your wife had 12:09:05PM

28 access to; is that right?---Yes. 12:09:09PM

29 That's not something you could hide. But then you said you had 12:09:11PM

1 repaid a cash loan from somebody for \$230,000 and there 12:09:17PM
2 was only 370 left with Woodman?---Yes, and that did 12:09:23PM
3 happen. 12:09:28PM
4 That's what you said?---Yes, and that's true. 12:09:28PM
5 At that time, though, there wasn't 370 left with Woodman, there 12:09:31PM
6 was 600, at the very time you were making those 12:09:35PM
7 assertions?---There would have been 370,000 that Woodman 12:09:38PM
8 had to pay back to me after those debts were paid. So 12:09:45PM
9 technically, no, that is not correct. 12:09:48PM
10 It's not technically not correct. It's just a blatant lie, 12:09:50PM
11 isn't it? Can't you bring yourself to consider that, 12:09:56PM
12 whether that's a matter of reality or not, Mr Aziz?---No, 12:09:59PM
13 I can't, because it wasn't a lie. It was a complex 12:10:03PM
14 negotiation and we needed to arrive at a settlement 12:10:08PM
15 figure. I was very generous in that negotiation because 12:10:12PM
16 I wanted to make sure that my wife lived in a 12:10:14PM
17 mortgage-free home because she had most of the custody of 12:10:17PM
18 the children, and in terms of the final asset pool split, 12:10:20PM
19 that did not affect her one bit. She was represented by a 12:10:25PM
20 very aggressive lawyer and had it been considered that 12:10:29PM
21 that was a lie, given all the explanations that were given 12:10:32PM
22 at mediation, I'm sure her lawyers would have taken action 12:10:36PM
23 against me, but they didn't and she didn't, and she hasn't 12:10:38PM
24 to this day. 12:10:42PM
25 COMMISSIONER: We might move on, Mr Tovey. 12:10:43PM
26 MR TOVEY: Yes, thank you. So, at the stage when you lent 12:10:45PM
27 Mr Woodman the \$600,000, was that virtually everything you 12:10:57PM
28 had?---That was everything that I had access to in the 12:11:03PM
29 main because the rest of our equity was tied up in 12:11:11PM

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property, and there was also an amount of \$100,000 in a separate account which I had built up as savings for my children which my wife then - or my ex-wife rather - took control of.

So did you have access to any money other than the 600,000 from the time that you gave Mr Woodman the 600,000 for the next year?---I may have had between 20 to \$30,000 money left in my other accounts, but I also had access to credit cards, and they were nearly paid off, that were in my name.

One of your problems was that your wife had cut off your credit card, hadn't she?---I had a general credit card that I used where she was the credit cardholder. I got that through her as part of the business and, yes, she cut my access to it on the eve of my trip to China on the day that I left home and began the separation.

All right. So, other than some \$20,000 max, you didn't have access to any funds at the time that you gave Mr Woodman the \$600,000; that is, funds in excess of the 600?---To the best of my recollection, that's correct.

And Mr Woodman maintained control of those funds over a period of the next 10 to 12 months?---Yes, that was the contractually agreed arrangement.

You executed an agreement with somebody indicating that you repaid them \$250,000 in cash on the same date that you gave Mr Woodman the 600,000, did you not?---I don't believe I did, no, and it wasn't 250,000, it was 230,000.

Did you repay the 230,000?---Yes, I did.

Where did you get the money from?---The money was accumulating with me and I would often go to the bank and withdraw

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1 money in thousand dollar lots and I had it accumulated for 12:13:41PM
2 that purpose, to actually be able to pay the loan back. 12:13:47PM
3 Sorry, I thought you told me just a minute ago that at the time 12:13:50PM
4 that you gave Mr Woodman the \$600,000 you didn't have 12:13:57PM
5 access to any other funds other than some 10 to \$20,000. 12:14:01PM
6 Now, in fact you had close to a quarter of a million in 12:14:10PM
7 cash; is that what you're saying?---I had \$230,000 or 12:14:16PM
8 maybe a little bit more than that with me at home and 12:14:19PM
9 often that money would be, as I said, from frequent 12:14:24PM
10 withdrawals from the bank, as well as any cash that was 12:14:29PM
11 generated out of our dental practice business. I had 12:14:34PM
12 accumulated that to be able to pay the loan back. But 12:14:37PM
13 I don't recall whether they'd been on the same day that 12:14:42PM
14 I gave Mr Woodman the cash. 12:14:45PM
15 When had you borrowed the 230,000?---From memory in late 2016, 12:14:46PM
16 about October 2016, after we paid off the balloon on the 12:14:54PM
17 dental surgery. 12:15:01PM
18 So October 2016, and you borrowed 250,000; right?---230. 12:15:03PM
19 230 . Well, we'll see. 230,000. Then in mid-2017, 10 May 12:15:11PM
20 2017, so that's seven months later, you turn up with 12:15:24PM
21 600,000 in cash for Mr Woodman and are you saying that 12:15:36PM
22 between the time that you borrowed the \$250,000 - sorry, 12:15:39PM
23 the \$230,000 cash, that is seven months, you had managed 12:15:44PM
24 to put aside \$230,000 in cash?---It wouldn't have been 12:15:50PM
25 just in those seven months. There would have been cash 12:15:57PM
26 that we would have kept at home and, like I said, as a 12:16:00PM
27 result of the operation of the dental practice. 12:16:04PM
28 Why did you need to borrow \$230,000 in cash if you already had 12:16:06PM
29 a stash of cash?---But it wasn't a stash of cash that was 12:16:10PM

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enough. I had several commitments at the time, one being the balloon, two being some losses that were incurred as a result of share trading, three being the fact that a car drove into our house and destroyed the front of it completely and there was a need for us, you know, while the insurance was being sorted out, to actually secure the house. There was a range of expenses that I had to meet and that's why I borrowed that money.

Do you say that you repaid to somebody \$230,000 cash at about the time that you gave Mr Woodman the \$600,000 in cash?---I can't recall the exact dates of payment or even when the arrangement with Mr Woodman started.

Did you get a receipt from that person for the \$230,000 cash?---He wrote me a letter, I believe, because there was also supposed to be an amount of interest payable on the 230 for the six months.

Yes?---And when he became aware of my circumstances and how difficult things were and the breakup, he actually forgave the interest portion and just accepted the principal back.

This is at the same time that you are accumulating \$230,000 in cash that you give him in May of 2017, that you don't have \$10,000 to repay the interest on the loan?---I believe - - -

It's fantasy, isn't it?---No, I believe I had the \$10,000, but he was kind enough to forgive the interest when I explained my circumstances. I didn't go to him and say, 'Can you please forgive the interest?' He actually voluntarily did that because I spoke to him extensively about the breakup and the effect it was having on me and

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1 the fact that I stood to lose everything I had worked hard 12:18:20PM
2 for for 27 years because of the divorce proceedings - - - 12:18:23PM
3 At this stage can you give me any explanation as to why it 12:18:28PM
4 might be that the document that you've spoken about which 12:18:31PM
5 recorded the loan was created, according to the electronic 12:18:41PM
6 analysis of the document, not on its date, which was May 12:18:47PM
7 2017, but some time in 2018?---No, I can't give an 12:18:55PM
8 explanation to that because that document didn't come from 12:19:01PM
9 me. 12:19:04PM
10 You asked for it, did you?---I can't recall what happened. 12:19:07PM
11 I mean, this gentleman had lent me money on a trust basis 12:19:14PM
12 and I repaid him back to honour his trust, and I can't 12:19:18PM
13 recall the exact circumstances. It may have been created 12:19:23PM
14 to complete or to control and also record what exactly 12:19:30PM
15 happened in preparation for the mediation negotiations. 12:19:38PM
16 Exactly. That's what I was just about to put to you. So that 12:19:43PM
17 document was created, wasn't it, and you know very well it 12:19:48PM
18 was created simply to make a false assertion in the Family 12:19:50PM
19 Court proceedings that you had in fact repaid \$230,000 12:19:58PM
20 which you hadn't?---That's totally incorrect and I reject 12:20:04PM
21 that emphatically. The money was paid. My former wife 12:20:08PM
22 was certainly aware of the borrowings. In fact the 12:20:13PM
23 borrowing came into her accounts because I told her that 12:20:14PM
24 I needed to source some money to cover the balloon and 12:20:18PM
25 other expenses. So it is absolutely rejected that that 12:20:23PM
26 money was not paid. That money was a real debt that was 12:20:29PM
27 paid. 12:20:33PM
28 I've got no suggestion for you that you didn't get the money. 12:20:33PM
29 The money had been paid into your wife's account, had it 12:20:41PM

1 not?---Yes, that's correct. I asked him to do that 12:20:45PM
2 because that's where the balloon payment needed to be made 12:20:49PM
3 from for taxation verification purposes and then the rest 12:20:52PM
4 of it was transferred to cover other losses I've explained 12:20:55PM
5 to you. 12:21:00PM
6 COMMISSIONER: Mr Aziz, Mr Rubenstein, is it correct you have 12:21:00PM
7 not revisited your sworn testimony that you gave in 12:21:04PM
8 private examination?---I haven't revisited it, 12:21:09PM
9 Commissioner, no. 12:21:15PM
10 Because I've just looked at the evidence that you gave the 12:21:17PM
11 Commission in October last year. You could not have made 12:21:26PM
12 clearer on oath that you paid Mr Woodman \$600,000. 12:21:30PM
13 MR TOVEY: 370, Mr Commissioner. 12:21:41PM
14 COMMISSIONER: Sorry, \$370,000, that there was an initial loan 12:21:51PM
15 agreement that you entered with Mr Woodman for 600,000 and 12:21:54PM
16 that you then created a second loan agreement of \$370,000, 12:22:00PM
17 and that you only paid him \$370,000. That was false, was 12:22:06PM
18 it? That evidence that you gave in the private 12:22:11PM
19 examination was false?---It wasn't false in terms of what 12:22:16PM
20 happened at the mediation. 12:22:21PM
21 No, I'm not interested in the mediation. I'm interested in 12:22:22PM
22 your explicit evidence to the Commission that you only 12:22:26PM
23 gave him \$370,000 and the loan agreement ultimately 12:22:32PM
24 reflected that payment?---Yes, and I was well aware that 12:22:39PM
25 IBAC had the loan agreement and was aware of the initial 12:22:43PM
26 amount invested with Mr Woodman. What I'm not sure about 12:22:47PM
27 to this day is why my private divorce affairs are actually 12:22:50PM
28 being discussed in this process. There is no denying on 12:22:54PM
29 my part that Mr Woodman got 600,000. There's evidence 12:23:02PM

1 that proves that that's the amount I withdrew from my 12:23:07PM
2 accounts. What I needed to do in my divorce proceedings 12:23:10PM
3 in a private matter was fully accepted by the other side, 12:23:15PM
4 fully accepted by my ex-wife and her very strong legal 12:23:18PM
5 team, and in the end she walked away with an 80 per cent 12:23:23PM
6 settlement of the total family asset pool. 12:23:27PM
7 Mr Aziz, the Commission is not really interested in whether or 12:23:31PM
8 not it was a fair or an appropriate divorce settlement. 12:23:34PM
9 What I'm interested in is the accuracy of the evidence 12:23:39PM
10 that you've given?---The accuracy of the evidence cannot 12:23:42PM
11 be refuted based on the documentary evidence that you have 12:23:49PM
12 possession of and that is that the initial loan amount 12:23:52PM
13 invested was indeed 600,000. If I made a suggestion at 12:23:56PM
14 the - sorry, when was the hearing again? 2 October last 12:24:03PM
15 year? If I spoke about that then as a \$370,000 investment 12:24:06PM
16 amount, that was to be consistent with what was discussed 12:24:14PM
17 at the divorce settlement. It wasn't an attempt to 12:24:18PM
18 mislead you because I was well aware that you had the 12:24:22PM
19 document that said that I had given him 600,000 to begin 12:24:24PM
20 with. I simply stated what occurred at the divorce 12:24:28PM
21 settlement to be consistent. 12:24:32PM
22 But that explanation regrettably, Mr Aziz, is completely 12:24:34PM
23 irreconcilable with the evidence you actually gave. 12:24:40PM
24 Mr Rubenstein, I think it's really important that Mr Aziz 12:24:47PM
25 revisits the evidence he gave, for obvious reasons. So 12:24:52PM
26 I suggest at the earliest opportunity, perhaps before 12:24:55PM
27 tomorrow morning, you take the opportunity to go over that 12:24:58PM
28 transcript with him. 12:25:03PM
29 MR RUBENSTEIN: Commissioner, thank you. I haven't seen that 12:25:06PM

1 transcript. Will IBAC release that transcript to me? 12:25:08PM

2 COMMISSIONER: I will certainly make it available so you can 12:25:15PM

3 look at it. 12:25:17PM

4 MR RUBENSTEIN: Yes. 12:25:18PM

5 COMMISSIONER: For your purposes in discussion with Mr Aziz, 12:25:21PM

6 they can release it for that purpose. 12:25:24PM

7 MR RUBENSTEIN: All right. 12:25:26PM

8 COMMISSIONER: I'm very concerned that Mr Aziz's evidence is 12:25:28PM

9 totally at odds with what he told the Commission last 12:25:33PM

10 year. 12:25:36PM

11 MR RUBENSTEIN: Just so I understand this, Commissioner, this 12:25:40PM

12 line of inquiry is not so much about the substantive 12:25:43PM

13 issues, but it's about reconciling answers that were given 12:25:47PM

14 in October last year with answers today. 12:25:52PM

15 COMMISSIONER: No, it all obviously bears ultimately on the 12:25:57PM

16 issues that we're exploring with Mr Aziz which involves 12:26:00PM

17 explaining the nature of his financial relationship with 12:26:04PM

18 Mr Woodman. 12:26:08PM

19 MR RUBENSTEIN: Yes. 12:26:11PM

20 COMMISSIONER: And the obvious fact that his relationship was 12:26:14PM

21 so close that he was able to enter into this arrangement 12:26:16PM

22 with Mr Woodman, the obvious relevance of that you would 12:26:19PM

23 appreciate. 12:26:25PM

24 MR RUBENSTEIN: Yes. I just want to - so I'll review the 12:26:26PM

25 transcript, which I haven't seen, and I'll review that. 12:26:29PM

26 But I think, Commissioner, the issue that's raised here is 12:26:31PM

27 the consistency of the evidence that he gave back then 12:26:37PM

28 with the consistency of the evidence now. 12:26:39PM

29 COMMISSIONER: Well, the significance of the departure in his 12:26:47PM

1 evidence from what he has earlier given is also of obvious 12:26:50PM
2 significance, isn't it? 12:26:53PM
3 MR RUBENSTEIN: Well, I'll reserve in answering that until I've 12:26:55PM
4 seen the actual transcript, which I haven't. I haven't 12:26:59PM
5 revisited this evidence. I don't know what evidence he 12:27:00PM
6 gave. 12:27:02PM
7 COMMISSIONER: Yes. 12:27:03PM
8 MR RUBENSTEIN: So I'll have to have a look at that. 12:27:03PM
9 COMMISSIONER: I invite you to do so, but you will need to give 12:27:06PM
10 your client some advice. 12:27:09PM
11 MR RUBENSTEIN: Yes. 12:27:11PM
12 COMMISSIONER: Yes, Mr Tovey. 12:27:15PM
13 MR TOVEY: After you gave evidence last time you met up with 12:27:20PM
14 Ms Wreford, didn't you?---Yes, I did. 12:27:22PM
15 And was that for the purpose of discussing the evidence you've 12:27:25PM
16 given?---It was for the purpose of specifically talking 12:27:30PM
17 about the \$370,000 amount. 12:27:33PM
18 Yes, and I'll tell you what Ms Wreford said, and this is at 12:27:38PM
19 page 560 of the transcript. So at the bottom of page 559 12:27:42PM
20 she said this, 'Sorry, after he gave his evidence I said 12:27:53PM
21 I would meet with him if he desperately needed to and 12:27:58PM
22 I met with him at a cafe at which time he turned up. 12:28:03PM
23 I think after being there he came straight to a cafe. He 12:28:07PM
24 had his summons documents in his hand. He sat down and he 12:28:13PM
25 said to me, "We've got to get our story straight." 12:28:16PM
26 Question, 'Yes, and so how did that - - -' Answer, 12:28:26PM
27 'Pardon?' Question, 'So tell us then how that 12:28:30PM
28 conversation continued?---That conversation continued in 12:28:32PM
29 that he said to me, "I need to go and tell Mr Woodman that 12:28:39PM

1 the amount that his loan was was for \$370,000 and no other 12:28:44PM
2 amount." And I said to him, "Well, are you saying that 12:28:51PM
3 you lied to IBAC?" And he said, "Yes, we've got to keep 12:28:56PM
4 our story straight." And I said, "Well, I'm not. I'm not 12:29:01PM
5 lying to IBAC.'" Did that conversation take place?---No, 12:29:07PM
6 it didn't. 12:29:11PM
7 That was just a fantasy, as you see it, by Ms Wreford?---There 12:29:11PM
8 were many fantasies offered by Ms Wreford by what I read 12:29:16PM
9 in the papers while her evidence was being given. But 12:29:21PM
10 I did not tell her to lie to IBAC. I did not tell her, 12:29:24PM
11 'We've got to get our story straight.' I just simply said 12:29:29PM
12 to her, 'There is an irreconcilable matter in relation to 12:29:32PM
13 what was accepted in mediation and the original loan 12:29:35PM
14 amount, which IBAC has a copy of and was well aware of, 12:29:39PM
15 including the withdrawal receipt, and I just wanted you to 12:29:42PM
16 be aware of that.' That was the content of the 12:29:46PM
17 conversation. I didn't ask her to lie to IBAC. I didn't 12:29:48PM
18 tell her that I had lied to IBAC. I simply explained the 12:29:52PM
19 fact that I'm explaining to you now, that the two matters 12:29:57PM
20 were, in my mind, needed to be reconciled. 12:29:59PM
21 Did you tell her you wanted to urgently meet her after giving 12:30:04PM
22 your evidence?---I didn't tell her I wanted to urgently 12:30:08PM
23 meet her. I said to her that I would like to catch up 12:30:11PM
24 with her as part of our normal catch-ups, and obviously 12:30:15PM
25 I had the summons in my hands because I had just come back 12:30:19PM
26 from the IBAC hearing and I was in the city at the time 12:30:23PM
27 for the IBAC hearing, and so it was convenient for me to 12:30:26PM
28 see her there and then. And we also spoke for a little 12:30:29PM
29 bit about the Little River project and some of the work 12:30:32PM

1 that was going on there as well. But I did mention to her 12:30:35PM
2 that I told IBAC of the \$370,000 amount and that that was 12:30:38PM
3 done to reconcile what was agreed on at mediation. But 12:30:44PM
4 the rest of the stuff, I don't know where she got that 12:30:50PM
5 from, and there are issues in terms of my relationship 12:30:53PM
6 with Ms Wreford. 12:30:55PM

7 COMMISSIONER: Mr Aziz, be that as it may, what Ms Wreford told 12:31:00PM
8 the Commission is exactly, as I follow your evidence today 12:31:04PM
9 and back in October, is exactly what happened. You lied 12:31:09PM
10 about the amount that you gave to 12:31:15PM
11 Mr Woodman?---Commissioner, I'm not sure how I could 12:31:21PM
12 possibly lie given the documentary evidence you have, the 12:31:23PM
13 \$600,000 amounts and in contract. I did not attempt to 12:31:26PM
14 lie. I attempted, like I said, to reconcile what I said 12:31:32PM
15 with what happened at the mediation outcome. 12:31:36PM

16 Yes, Mr Tovey. 12:31:39PM

17 MR TOVEY: Could the witness please be - could we please have 12:31:44PM
18 up chart number 27. The contents of this chart, 12:31:47PM
19 Mr Commissioner, were previously chart number 2 which was 12:31:59PM
20 exhibit 19, but this has been refined and revised, so it's 12:32:06PM
21 a different document. 12:32:15PM

22 COMMISSIONER: Are you able to see that, Mr Aziz?---Yes, I am. 12:32:28PM

23 MR TOVEY: What was your agreement with Mr Woodman?---My 12:32:36PM
24 agreement with Mr Woodman was that an amount of money of 12:32:40PM
25 600,000 would be invested for up to a 12-month period and 12:32:44PM
26 that it would attract a typical mezzanine finance interest 12:32:48PM
27 of between 30 and 40 per cent. The amount agreed on was 12:32:52PM
28 30 per cent. Wreford explained to me that that is quite 12:32:56PM
29 reasonable and quite normal for mezzanine finance which 12:33:00PM

1 she had been involved in, and we needed to settle the 12:33:03PM
2 maturity earlier than the anticipated 12 months date, and 12:33:09PM
3 that's what happened. And like with any settlement of 12:33:15PM
4 property or the maturity of a term deposit, there were 12:33:19PM
5 disbursements that needed to be made, including \$370,000 12:33:23PM
6 that were paid to the trust account of the solicitor for 12:33:29PM
7 my former wife and other money that was disbursed to other 12:33:35PM
8 people as well, including the Australian Taxation Office. 12:33:40PM
9 But there were two agreements, weren't there? There was a 12:33:50PM
10 second agreement created months after the first agreement, 12:33:55PM
11 according to Mr Woodman and according to the notations on 12:33:58PM
12 agreements themselves and on the evidence that we've 12:34:01PM
13 heard. The second agreement was 370,000 at 5 per cent. 12:34:05PM
14 Is that the case?---There was, yes, that second agreement. 12:34:10PM
15 Sorry?---Yes, there was. 12:34:15PM
16 They're both signed by you. Mr Woodman said that having done 12:34:18PM
17 the 600,000 agreement you wanted a new one for 370 and 12:34:21PM
18 5 per cent. Is that what you contacted him about? Did 12:34:28PM
19 you ask him to create a new agreement which you then 12:34:31PM
20 executed?---We were looking at revising the agreement as 12:34:33PM
21 we were approaching the mediation, given the debts that 12:34:38PM
22 needed to be paid out of that \$600,000. So, yes, I did 12:34:43PM
23 discuss that with him. 12:34:48PM
24 Is that the same way as saying, 'We fabricated a false document 12:34:48PM
25 to use before the Family Court proceedings'?---No, it's 12:34:56PM
26 not. 12:34:58PM
27 You produced at the time of the Family Court proceedings, you 12:35:01PM
28 said because you had the mediation coming up, you get a 12:35:06PM
29 document which indicates that you lent him \$370,000 and 12:35:11PM

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you're getting a return of 5 per cent, when in fact what
you have is \$600,000 at, what did you say, 30 to
40 per cent?---30 per cent it was - - -
And so how could you put up - and so how could you put up - how
could you honestly, as an honest man, Mr Aziz, put forward
the second agreement as the truth? How could you do
that?---I could do that because that was the solution that
was required to be reached at mediation and, like I said
previously, I was more than fair to my former wife, who
was ably represented by legal counsel, in the final
wash-up of the mediation. These are private matters
concerning my life, and I'm still asking the question what
does that have to do with my job as a councillor.
So you say you are entitled to put up a fabricated and
fraudulent document. Why is that? What entitles you to
do that?---(Indistinct).
It was. It wasn't the truth. That wasn't the loan. It wasn't
the truth. You've told us that. Now, you say you are
entitled to put it forward. What is it that entitles you
to put forward a fabricated and fraudulent
document?---Because at disbursement of the funds it wasn't
a fabricated, fraudulent document. It represented the
remainder of the funds which actually went to my ex-wife.
So that portion of money was what I had always intended to
take to mediation to present to her to give her to pay the
mortgage on the property that she was living in, and the
rest of it went to pay other debts and other commitments
that I had.
That second contract represented a loan that didn't exist?---In

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1 the end it didn't exist, but it was part of 12:36:59PM
2 the consideration in terms of - - - 12:37:02PM
3 What do you mean in the end? It never existed. You created it 12:37:05PM
4 for the specific purpose, did you not, of providing it in 12:37:08PM
5 the matrimonial proceedings?---I created it in order to 12:37:13PM
6 validate a settlement process that we were trying to 12:37:18PM
7 reach, and it could have operated except that we ended up 12:37:21PM
8 sticking to the original agreement and the money was being 12:37:29PM
9 disbursed anyway. Counsel, I signed an undertaking back 12:37:31PM
10 in December 2017 in relation to that amount of money 12:37:35PM
11 actually being deposited into the ex-wife's solicitor's 12:37:41PM
12 trust account at maturity, and so that document was 12:37:46PM
13 created to reflect that. It wasn't an intention on my 12:37:53PM
14 part to mislead anybody, because the other side was 12:37:55PM
15 certainly aware that the original amount was 600,000 and 12:37:58PM
16 this was basically a documentary tie-up of everything that 12:38:00PM
17 we had owned for it to be disbursed appropriately at 12:38:05PM
18 mediation. 12:38:10PM
19 COMMISSIONER: Mr Aziz, before we move on from this, I just 12:38:12PM
20 want to be clear. You made clear to Mr Woodman why you 12:38:15PM
21 were depositing this money with him in the first place? 12:38:25PM
22 You made clear to Mr Woodman why you were altering the 12:38:28PM
23 loan agreement of 370,000? You were able to recruit his 12:38:32PM
24 full participation in this process?---Initially when 12:38:38PM
25 I spoke to Mr Woodman, after Wreford introduced the 12:38:44PM
26 concept to me, I explained to him that that amount of 12:38:47PM
27 money was basically the last amount I would have in life 12:38:50PM
28 after 27 years of hard work and that I needed to protect 12:38:55PM
29 it in order to fund the commitments that I will now have 12:38:58PM

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as a result of the divorce and separation. So he understood exactly why I was doing it. And at the time I was suffering from enormous emotional distress, and this is probably an explanation for the irrationality of me withdrawing the amount in cash because I quite frankly did not want the other side to know where it was being invested until I was actually able to invest it, and all of that was explained to Mr Woodman. As we approached mediation I spoke to Mr Woodman again and I said, 'Look, the mediation terms are likely to be this, and therefore we need an agreement that reflects that, and we may actually need to adopt that agreement going forward.' In the end that didn't happen. A lot of things that I spoke to Mr Woodman about didn't happen. But, yes, I explained to him exactly why that needed to occur at the time.

Mr Aziz, all I was asking for was whether you acknowledged that this showed the closeness of your relationship with him?---I don't believe it does because the discussions that I've had with him are probably discussions that I would have with individuals such as my bank manager, other people that I've worked with. It's not about a close relationship. I would often not speak to Woodman for months, but I was confident about the size of his business model and that's why I wanted to make sure that the money that I had was actually safe with him. But I don't believe - I wouldn't describe our relationship as close, no.

I don't know whether I take that last answer, Mr Aziz, seriously. Are you suggesting you could go to your bank

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12:40:35PM
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12:40:47PM
12:40:51PM
12:40:54PM
12:40:58PM
12:41:02PM

1 manager and state to some third party that you don't know, 12:41:06PM
2 'I would like to put \$600,000 with you because I want to 12:41:10PM
3 keep it secret from my wife and the Family Court 12:41:14PM
4 proceedings'; do you think you would do that?---I wouldn't 12:41:18PM
5 say keep it secret from my wife and Family Court 12:41:24PM
6 proceedings, because my ex-wife certainly knew that that 12:41:27PM
7 money existed and it sat in that account for months not 12:41:31PM
8 doing anything until we separated. So that's not what 12:41:34PM
9 I said to Mr Woodman. I said to Mr Woodman that I needed 12:41:37PM
10 a high rate of return in order to pay for some of the 12:41:40PM
11 liabilities I've got; and, yes, I had a similar 12:41:45PM
12 conversation with the bank manager when I actually 12:41:47PM
13 withdrew the money, not in the terms that you've 12:41:50PM
14 described, Commissioner, but along the lines of that this 12:41:54PM
15 is important for me in order to have some sort of a future 12:41:57PM
16 after everything had been taken away and locked away by 12:42:04PM
17 the ex-wife and her solicitors. 12:42:06PM

18 Yes, Mr Tovey. 12:42:08PM

19 MR TOVEY: When was it that you first discussed with Mr Woodman 12:42:18PM
20 the prospect of him taking \$600,000 cash from you and 12:42:22PM
21 keeping it under his control for a period of a 12:42:30PM
22 year?---When Wreford suggested that that would be a 12:42:37PM
23 possibility, and it would have been when I returned from 12:42:39PM
24 overseas, so maybe mid- to late April 2017. 12:42:43PM

25 Sorry, when was that; April 2017?---Yes. 12:42:52PM

26 Where did you first discuss it with him?---It might have 12:42:55PM
27 initially been a phone discussion, and then I met with 12:43:03PM
28 Mr Woodman separately on two occasions before the contract 12:43:05PM
29 was produced. One occasion we were alone, and the second 12:43:10PM

1 occasion - sorry, when I say we were alone, I had one of 12:43:16PM
2 my cousins with me who drove me to the appointment. 12:43:22PM
3 And where was that?---I think it happened in a restaurant in 12:43:28PM
4 Beaconsfield somewhere, because that's where he was that 12:43:33PM
5 evening. So he asked me to meet him there. 12:43:38PM
6 Yes?---And then I think the second occasion happened, Wreford 12:43:40PM
7 was present but I didn't really want her to know the 12:43:46PM
8 intricate details of what it is that I was doing, even 12:43:51PM
9 though she suggested it. So I actually took Woodman for a 12:43:57PM
10 walk and said, 'We need a contract for this and 12:44:00PM
11 I need' - - - 12:44:04PM
12 Where was this?---I think it happened at the Sandhurst Club. 12:44:04PM
13 And what's the Sandhurst Club? Is that a golf club?---That is 12:44:09PM
14 a massive golf course within Casey with, like, a 12:44:13PM
15 (indistinct) restaurant. 12:44:20PM
16 And where did you take the money?---To the Sandhurst Club on 12:44:21PM
17 the day that the agreement was signed. 12:44:28PM
18 So that was a third meeting, was it?---I think it might have 12:44:30PM
19 been, yes. 12:44:36PM
20 Or was that at his office?---No, no, I'm absolutely sure the 12:44:39PM
21 money was given to him at the Sandhurst Club. 12:44:43PM
22 In a suitcase?---Yes. I took the suitcase that I used for 12:44:49PM
23 travelling because that was the only thing that I could 12:44:54PM
24 think of that could contain that much cash. It's just a 12:44:57PM
25 small handbag. And I took it to the bank manager and 12:45:01PM
26 said, 'Can you please, once the money's counted, put it in 12:45:05PM
27 here and I'll pick it up from you tomorrow,' and that's 12:45:08PM
28 what happened. 12:45:11PM
29 I just want to ask you when you gave evidence last 12:45:20PM

1 time - excuse me, Mr Commissioner. Did you indicate that 12:45:38PM
2 on April 2017 your wife cut off your credit card?---Yes, 12:46:45PM
3 that's what happened. 12:46:51PM
4 And did you say this at the top of page 51, 'In April of 2017 12:47:00PM
5 she also cut off our credit cards. So I went overseas 12:47:06PM
6 without the support of a credit card, and so when I came 12:47:09PM
7 back I just realised that there was some sinister things 12:47:13PM
8 happening and I went and did something highly unusual. 12:47:16PM
9 Again it's well documented in my divorce proceedings and 12:47:20PM
10 was organised by my bank manager, the only account I had 12:47:24PM
11 access at to which the proceeds of the sale of the 12:47:29PM
12 practice and another 15 or \$20,000 worth of savings. So 12:47:35PM
13 \$6,000 in total. I went and took the entire money - the 12:47:40PM
14 entire amount out in cash and then I thought rather than 12:47:47PM
15 just leaving it home and getting robbed,' and then you 12:47:51PM
16 went on to say, 'I was given a couple of investment 12:47:58PM
17 options by Mr Woodman, and elected for a written agreement 12:48:01PM
18 where he would pay me an interest rate over a certain 12:48:08PM
19 period and I gave him the majority - a portion of the 12:48:12PM
20 money, I think 370,000, to invest for me in some of his 12:48:15PM
21 developments.' Now, is that what you said last 12:48:19PM
22 time?---I can't recall, counsel, what I said. 12:48:23PM
23 Well, I'm telling you that's what you did say. Can you tell me 12:48:25PM
24 why it was that you explained last time how you had taken 12:48:30PM
25 \$600,000 out of the bank and then just thought, rather 12:48:35PM
26 than leaving it home and getting robbed, you would do 12:48:42PM
27 something else with it?---I spoke to Mr Woodman prior to 12:48:45PM
28 withdrawing the money about investing it with him, and the 12:48:50PM
29 possible reason as to why I may have said that is because 12:48:56PM

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as soon as the money was withdrawn from the bank it was handed to Woodman straightaway because I didn't want that amount of cash lying around at home.

You withdrew it on the 8th and it was paid over on the 10th, wasn't it?---I can't recall when it was withdrawn, but I do recall that it was actually handed to Woodman on the day of the withdrawal.

In any event, it wasn't the case that you found yourself with \$600,000 and thought rather than leaving it at home and getting robbed you would give it to Mr Woodman; this is something that you had been planning for some time?---This is something that I had spoken to Woodman about and that's why I took out the 600,000. Obviously you don't take that much money out of your account and then on the spur of the moment give it to someone to invest. There were lots of discussions that preceded that about what the investment options were and what mezzanine finance involved, which Wreford had partly explained to me and Woodman explained the rest, and that's when I made the decision to go ahead and invest with him based on the written agreement.

So, even though you were emotionally distraught and upset about having your hard-earned money taken away from you, it hadn't led you to simply forget that you already had arrangements with Mr Woodman in place when you gave evidence last time?---We didn't have firm arrangements. We had discussions. The firm arrangements came when he presented the contract, which I read and signed and was happy with. I was emotionally distressed, and there is proof of that in terms of the psychological support that

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1 I was getting. It was a highly emotionally charged period 12:50:47PM
2 for me and I was not functioning as my normal self. Now 12:50:55PM
3 at the time it needs to be noted that I was also doing the 12:50:58PM
4 role of mayor and it was having a horrendous toll on my 12:51:01PM
5 health because we were about to complete the largest 12:51:07PM
6 project ever undertaken by local government - - - 12:51:09PM
7 All right, look, we can't - we'll accept that you were under a 12:51:12PM
8 bit of pressure at the time, but you weren't under so much 12:51:17PM
9 pressure that you weren't - that it stopped you 12:51:19PM
10 transferring back the \$600,000 plus some to various 12:51:23PM
11 entities in a way which totally disguised that any of it 12:51:31PM
12 had been paid to you? 12:51:36PM
13 MR RUBENSTEIN: Before Mr Aziz answers that question, that's an 12:51:41PM
14 unfair question. It's an unclear question. Perhaps my 12:51:44PM
15 learned friend could clarify exactly what he's asking 12:51:48PM
16 there. 12:51:50PM
17 MR TOVEY: What I'm putting is that over the period of the next 12:51:52PM
18 12 months you had repaid to you an amount of cash, on your 12:52:00PM
19 own account about \$150,000 in cash which you call 12:52:11PM
20 interest, plus another \$660,000, and not one cent of that 12:52:16PM
21 was disbursed in a way which was connected to you other 12:52:22PM
22 than the divorce settlement money going to Lander & 12:52:27PM
23 Rogers; is that a fair assessment of what occurred?---No, 12:52:33PM
24 absolutely unfair. 12:52:36PM
25 Let's have a look then. Could you have a look at this 12:52:38PM
26 chart?---Yes, I - - - 12:52:43PM
27 I'll show you the chart and we'll go through what you actually 12:52:45PM
28 did. This is a chart prepared by the financial 12:52:48PM
29 investigators in this matter who have traced funds through 12:53:07PM

1 various accounts. So you'll see that 600,000 cash, if you 12:53:11PM
2 start at the very left-hand side, is withdrawn - can you 12:53:20PM
3 read that, Mr Aziz?---Yes, I can. 12:53:25PM
4 All right. So you see in the pink box there we have the 12:53:28PM
5 reference to the original transaction, which was 600,000 12:53:39PM
6 cash withdrawn by you on 10 May 2017, and then \$600,100 12:53:43PM
7 cash being deposited in the Watsons account on 12 May, two 12:53:54PM
8 days later. And that's where it remained. Okay? You 12:54:02PM
9 understand that?---Yes. 12:54:07PM
10 This money we've heard was never invested in anything. It just 12:54:12PM
11 sat in this account, Lockdee - we have heard that 12:54:15PM
12 Lockdee Pty Ltd, the alleged recipient of the money, 12:54:19PM
13 didn't even have a bank account. Did you know that?---No. 12:54:25PM
14 When you referred in your evidence - when you were giving 12:54:31PM
15 evidence in October to the money being invested in 12:54:37PM
16 Mr Woodman's projects was that your understanding?---That 12:54:42PM
17 Lockdee didn't have an account? 12:54:47PM
18 No, that the money was being invested in his projects?---My 12:54:49PM
19 understanding was that he would use it as - like, to 12:54:54PM
20 bridge gaps between his bank lending and his own equity. 12:55:00PM
21 That's how mezzanine finance was explained to me. 12:55:04PM
22 So it wasn't invested in his projects?---It would be invested 12:55:08PM
23 in his projects if that's the case because he would 12:55:12PM
24 actually be using the money to ensure that developments 12:55:15PM
25 can go ahead, and I understood from him and also from 12:55:18PM
26 Wreford that I wasn't the only individual from whom 12:55:23PM
27 mezzanine finance was provided to developers of that size. 12:55:28PM
28 And so this is why there is a high rate of return because 12:55:34PM
29 the money is not secured by a mortgage on the property. 12:55:37PM

1 In that case it was only secured by a personal guarantee 12:55:40PM
2 from Mr Woodman. And that's why there is a high rate of 12:55:43PM
3 return because they are effectively paying you for 12:55:48PM
4 mezzanine finance the return that they would get on the 12:55:52PM
5 investment - on the actual project itself. 12:55:55PM
6 You ended up getting, on my calculations, in excess of 12:55:59PM
7 50 per cent return by the time you take the cash and the 12:56:04PM
8 other returns that you got in the period of the loan which 12:56:07PM
9 didn't go the full length, did it?---No, it didn't, but 12:56:12PM
10 I'm not sure where the 50 per cent came from. 12:56:15PM
11 Well, we'll get there. If you look at the document then you'll 12:56:18PM
12 see that the various transfers are made out of the Watsons 12:56:30PM
13 account, which is the yellow box, into various accounts. 12:56:37PM
14 Now, the first two transactions are on 21 March 2018 and 12:56:46PM
15 23 March 2018. You got a total of \$160,000 going into the 12:56:56PM
16 account of Dawlat Aziz. Who's Dawlat Aziz?---She's my 12:57:07PM
17 mother. 12:57:17PM
18 Did Mr Woodman have any association with your mother that you 12:57:19PM
19 know of?---No, absolutely not. He did that on my 12:57:25PM
20 instructions. 12:57:30PM
21 Okay. So that's put into her account on your instructions; 12:57:31PM
22 right?---M-hmm. 12:57:35PM
23 Then on 21 March 2018 another \$21,000 - sorry, another \$27,000 12:57:55PM
24 goes into the Westpac account of Agea Rezk, that's your 12:58:09PM
25 fiance at that stage; is that right?---Yes. 12:58:17PM
26 And this is all happening in March. In February there had been 12:58:23PM
27 also a payment by Watsons of \$30,000, had there not, to 12:58:30PM
28 pay a tax bill of yours?---Not mine. A tax bill for the 12:58:38PM
29 family trust of which my ex-wife was the trustee. So that 12:58:43PM

1 was her liability, but it was paid out of the pool of 12:58:47PM
2 money. 12:58:51PM
3 Was that paid out of the 600?---Yes. 12:58:52PM
4 If this was a genuine loan - it's hard to know where to start. 12:59:00PM
5 If you look at the loan contract you're aware that the 12:59:08PM
6 contract provides that the funds are to be repaid - sorry, 12:59:12PM
7 repayments are to be made of the capital of the loan on 12:59:18PM
8 10 May 2018; it's a 12-month loan, isn't 12:59:25PM
9 it?---I understood from the contract - - - 12:59:33PM
10 No, I'm just asking you what was in the contract. Was the 12:59:34PM
11 contract a provision for a loan which was to expire on 12:59:37PM
12 20 May 2018?---With further provisions for early 12:59:41PM
13 termination. 12:59:47PM
14 All right. In any event, you started getting repayments and 12:59:48PM
15 that was at your direction in the way represented in the 12:59:57PM
16 chart?---From what I can see from the chart I believe that 01:00:04PM
17 is accurate, yes. 01:00:10PM
18 All right. So you get another \$77,000 on 4 April paid into 01:00:11PM
19 your fiance's account, another \$1,498.68 on 9 April into 01:00:20PM
20 your fiance's account, and then you get another 41,500 01:00:30PM
21 paid to - you paid off your BMW lease. And then 01:00:45PM
22 ultimately there's \$353,063 which goes to Lander & Rogers; 01:00:52PM
23 is that right?---From memory, yes, I believe so. 01:00:59PM
24 And Lander & Rogers were your wife's solicitors. So that was 01:01:04PM
25 money going in the settlement of the matrimonial property 01:01:10PM
26 break-up, was it?---Yes, and ended up going exclusively to 01:01:14PM
27 my ex-wife. 01:01:18PM
28 You got back about \$18,000 of that, did you not?---I can't 01:01:19PM
29 recall if I got back from that or from the sale of the 01:01:26PM

1 residential property that had been the matrimonial home. 01:01:31PM
2 All right. The thing is, though, that none of these 01:01:33PM
3 transactions are to your accounts; not one of them?---In 01:01:42PM
4 terms of the disbursement of the \$600,000 loan, yes, 01:01:48PM
5 that's correct. 01:01:54PM
6 So you wanted to hide that?---There's no way of possibly hiding 01:01:55PM
7 it. In fact that was fully declared at the mediation 01:02:01PM
8 process, that the remainder of the funds were actually 01:02:03PM
9 paid to my then fiance and to my mother. And that was 01:02:07PM
10 (indistinct) accepted by the other side. 01:02:14PM
11 But if you look at the money that went in on 21 and 23 March, 01:02:15PM
12 the first two payments there, you see that they go to your 01:02:19PM
13 mum's account. Then there are cash withdrawals of \$7,000 01:02:23PM
14 and a cheque from your mum to your account, and they then 01:02:34PM
15 go into your account within days. Why was that money 01:02:43PM
16 filtered through your mother's account?---It wasn't so 01:02:47PM
17 much filtered through but, like I explained, I was under 01:02:51PM
18 extreme duress at the time. My mother had been kind 01:02:54PM
19 enough to make available to me upon her retirement her 01:02:59PM
20 full superannuation for me to be able to commence the 01:03:03PM
21 dental practice and fund some of those expenses. And that 01:03:07PM
22 money that was sent to her account was basically payment 01:03:11PM
23 back for that superannuation that she offered to me. But 01:03:14PM
24 then I had other ideas about further investments, and 01:03:19PM
25 that's why I sent Mr Woodman a further email looking at 01:03:23PM
26 the possibility of continuing after settlement another 01:03:28PM
27 amount of 600,000. However, I just didn't have enough 01:03:32PM
28 money after settlement and I said to my mum that I would 01:03:37PM
29 take money and try and make it work harder for both of us 01:03:40PM

1 by investing it in things like stocks according to the 01:03:43PM
2 recommendations of my broker. 01:03:47PM
3 That's just waffle, isn't it, which fails to address my 01:03:52PM
4 question? The question is that within the space of days 01:03:55PM
5 money has gone straight from your mother's account to your 01:03:59PM
6 account, and we're talking about over \$180,000. Why 01:04:02PM
7 wasn't it just paid directly into your account?---It was 01:04:08PM
8 going to be kept in my mother's account for her purposes, 01:04:12PM
9 and it was payment back for her superannuation. But I was 01:04:16PM
10 in a very distressed financial state at the time and so 01:04:19PM
11 I said to her it would be good if we can actually invest 01:04:23PM
12 that money, because all she does, given her age, is put 01:04:26PM
13 money in term deposits that pay very small amounts of 01:04:31PM
14 interest given the current interest rate environment. So 01:04:34PM
15 initially that was the thought. And then we changed our 01:04:38PM
16 minds a couple of days later because of the amount of 01:04:41PM
17 - now, my mother was not involved in any decision making 01:04:45PM
18 and neither was my fiance and my now wife. These were all 01:04:49PM
19 directions given exclusively by me. The money that went 01:04:53PM
20 into my wife's account was there to fund certain 01:04:57PM
21 renovations that we were taking on the property that she 01:05:01PM
22 had that I was living in with her, as well as other 01:05:05PM
23 expenses relating to our future wedding. So it was easy 01:05:09PM
24 to do that disbursement at the time, and that was fully 01:05:16PM
25 declared and fully disclosed at the mediation leading to 01:05:19PM
26 the finalisation of settlement. 01:05:24PM
27 I wasn't asking you about the mediation. I'm simply asking you 01:05:27PM
28 about the way in which money was transferred. Can we just 01:05:30PM
29 go down to the money that goes into Ms Rezk's account 01:05:34PM

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then. So you've got some \$78,500 goes in there, and again that goes out almost immediately, virtually the same day, on the same day or within a day or two, to your account. Why did you put it in her account for a day, two days, and then transfer it to your account? It can only be to hide it, surely, to try and confuse the transaction? There's no other logical explanation. Why don't you just say that?---Because surely someone with my background and my experience in investigations would know that these - can I call them - amateurish attempts at hiding money would be easily discovered by any investigative agency worth their salt. But what you are not accepting from me is the fact that at the time I was highly distressed, highly depressed, making irrational decisions, moving money around trying to secure money as much as possible. There was no denying the fact that the money was coming from Watsons' accounts. There's no denying the fact that the money was going to entities related to me and at my direction. So there is absolutely - it would be futile to think that this would be a way of hiding the funds. The fact that I asked Watsons directly to pay a legal bill on the family trust tax debt proves that, because when investments come to maturity you disburse them whichever way you want. Like, when you sell a house your conveyancer asks you, 'How do you want the remaining funds to be disbursed?' That's exactly what happened in this situation.

I take it from what you're saying then is the reason that all these hundreds of thousands of dollars got filtered

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1 through accounts which aren't in your name back to 01:07:44PM
2 accounts in your name was because you were confused and 01:07:47PM
3 upset?---Not confused and upset but distressed and unaware 01:07:50PM
4 of what decision to take next. When you say 'hundreds of 01:07:55PM
5 thousands of dollars', they weren't hundreds of thousands 01:08:01PM
6 of dollars; they were a couple of hundred thousand dollars 01:08:04PM
7 plus a fraction, and the remainder of the \$600,000 loan 01:08:06PM
8 plus the four months that were paid to me in interest. 01:08:10PM
9 Look at the right-hand side. If you look at the money that 01:08:15PM
10 went into the Macquarie account, on 10 and 11 May, 01:08:29PM
11 according to this, money was spent, some \$50,000, on 01:08:37PM
12 what's said there as to the acquisition of Lodex shares. 01:08:47PM
13 What's Lodex?---Lodex is a digital currency company that 01:08:51PM
14 was a start-up and that I continue to be invested in 01:08:58PM
15 because they're creating a Bitcoin type technology and 01:09:05PM
16 offering that technology to industry. 01:09:09PM
17 So what was that? Was that for the purchase of shares or coin 01:09:14PM
18 type Lodex coins or what?---Contribution to seed funding 01:09:20PM
19 required to develop the platform. They are not interested 01:09:25PM
20 in the Bitcoin itself. They are interested in the 01:09:29PM
21 platform that can actually enable the trading of Bitcoin. 01:09:32PM
22 Were you able to buy those shares at a discount?---From my 01:09:36PM
23 recollection, yes. 01:09:44PM
24 Were you able to buy those at a 75 per cent 01:09:47PM
25 discount?---Possibly that may have been the case. 01:09:54PM
26 Okay. So there you are. To Lodex you've done it in three 01:09:57PM
27 transactions, two \$20,000 and one \$10,000 over two days. 01:10:08PM
28 Was there any reason why you did that?---Yes, because the 01:10:19PM
29 transaction limit out of that account was actually \$20,000 01:10:22PM

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a day. So - - -
All right. So what you got was - you got this as a discount of
75 per cent. So for an investment of 50,000 you got
\$200,000 worth of value. Who was giving that to
you?---That discount was available to anyone in the world
that wanted to contribute to this company. It wasn't just
given to me. It was actually part of their investment
prospectus.
Who were you dealing with?---I was dealing with the directors
of the company at the time who have now since moved on.
But that \$200,000 that you speak about in terms of value
is only theoretical value, and in fact I understand that
now the company is in a massive dispute with the developer
of the platform and we may not see even our original seed
money back.
Whether that's the case or not, when you put in \$50,000 you
thought you were getting \$200,000 worth of value, didn't
you? That's why you did it?---No, I did it because I was
interested in the technology and I wanted to be invested
in this company long-term.
Who were the directors? Who were you dealing with?---A
gentleman by the - look, because of my medical condition
I have - my memory is not what it used to be. But there
was a gentleman by the name of Michael, who I continue to
deal with, and another gentleman by the name of Greg, who
has now taken over directorship of the company - - -
Have you forgotten both their surnames? These are people
you've given \$50,000 to in 2018?---Counsel, I don't even
know your surname. I forget names. I forget some minute

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1 details of things that I used to remember. But I do have 01:12:35PM
2 all their contacts and all our correspondence stored on my 01:12:38PM
3 computer. 01:12:42PM
4 Did these people have anything to do with Casey Council?---No. 01:12:42PM
5 Did they have any contract with Casey Council?---No. 01:12:47PM
6 Did you intervene on their behalf with Casey Council?---They 01:12:51PM
7 didn't have any business for me to intervene in with Casey 01:12:56PM
8 Council. 01:13:01PM
9 Did you have any involvement in any matters being put by Lodex 01:13:01PM
10 to Casey Council?---I was approached by Michael at one 01:13:06PM
11 stage to say, 'We would just like to brief your council 01:13:12PM
12 about what we're doing,' and I said, 'The best way to do 01:13:17PM
13 that is to actually speak to the officer in charge', and 01:13:23PM
14 I simply contacted that officer and said, 'This guy wants 01:13:27PM
15 to present to you, just hear what he wants to say,' and 01:13:31PM
16 that's what happened and then nothing further came of 01:13:34PM
17 that. 01:13:36PM
18 COMMISSIONER: Mr Aziz, why didn't you say that to counsel when 01:13:37PM
19 he first asked you?---What do you mean, Commissioner? 01:13:41PM
20 When he first asked you whether there was any connection 01:13:48PM
21 whatever between Lodex and Casey Council?---But there was 01:13:51PM
22 no connection. I mean, people come and present to us all 01:13:57PM
23 the time. But that's where it ends. There is absolutely 01:14:01PM
24 no connection. 01:14:04PM
25 All right. Mr Tovey, have you finished with this chart now? 01:14:05PM
26 MR TOVEY: I have, thank you, Mr Chairman. 01:14:13PM
27 COMMISSIONER: Just one final question and we'll adjourn for 01:14:15PM
28 lunch, Mr Aziz. The total amount of \$660,000 that then 01:14:18PM
29 went out from Watsons in the period between March and May 01:14:26PM

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2018 and either found its way to your ex-wife's solicitor's account or into your account, did you discuss with Mr Woodman before these payments were made that this amount of money was going to move out of Watsons in that way?---Yes, I spoke to him about how the money should be disbursed at maturity, given that undertaking that I had signed with my wife's solicitor.

Yes. He then presumably gave instructions to his staff for the money to be disseminated in accordance with your instructions; is that the position?---Possibly, yes.

How else would they know who to distribute it to?---I don't know because I don't have any involvement with Mr Woodman's staff. So possibly he gave them those instructions.

What other possibility is there?---I don't know, Commissioner. I gave him the instructions, and how he acted on it is something that I'm not aware of.

Very good. So we'll have a break now, Mr Aziz. Have some lunch and refresh yourself and we'll resume at 2 o'clock?---Thank you.

<(THE WITNESS WITHDREW)

LUNCHEON ADJOURNMENT

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