

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 16/12/2020 2:52:08 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)
File Number: NSD1220/2020
File Title: AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v
MELISSA LOUISE CADDICK & ANOR
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF
AUSTRALIA



Sia Lagos

Dated: 16/12/2020 2:52:12 PM AEDT

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



lingForm 59
Rule 29.02(1)

Affidavit

No. NSD1220 of 2020

Federal Court of Australia
District Registry: NSW
Division: General

AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION

Plaintiff

MELISSA LOUISE CADDICK and another named in the schedule

First Defendant

Affidavit of: **Adam Edward Grimley**

Address: [REDACTED]

Occupation: Management Consultant

Date: 8 December 2020

Contents

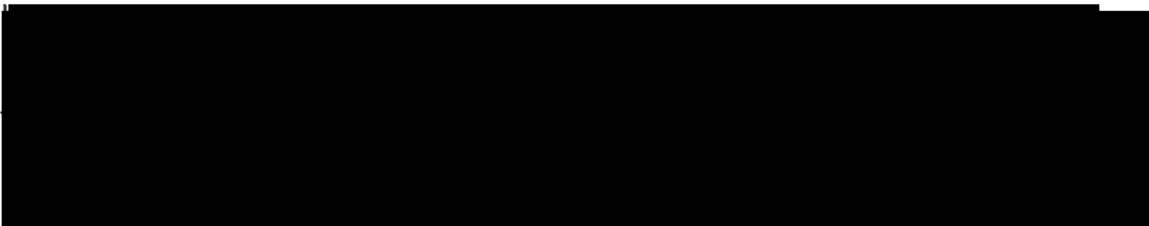

Document number	Details	Paragraph	Page
1	Affidavit of Adam Grimley in support of my application to vary the orders made by the Honourable Justice Jagot on 10 November 2020 and seek access to certain books and records of the First Defendant.	1 - 30	1 - 10
2	Annexure "AEG1"	4	2

I Adam Edward Grimley of [REDACTED], Management Consultant, on oath:

Filed on behalf of Melissa Louise Caddick, First Defendant
 Prepared by Scott Harris
 Law firm Hogan Lovells
 Tel +61 2 9093 3500 Fax +61 2 9221 9541
 Email Scott.harris@hoganlovells.com
 Address for service scott.harris@hoganlovells.com and
Level 17, 20 Martin Place, Sydney NSW 2000

1. I am the brother and attorney named under enduring power of attorney of the First Defendant dated 15 September 2016 ("**EPOA**") and I believe I am authorised to make this affidavit on the First Defendant's behalf.
2. I make this affidavit in relation to the orders made by the Honourable Justice Jagot on 10 November 2020 by which, inter alia, the First Defendant's assets became the subject of asset preservation orders made under sections 1323(1) and (3) of the *Corporations Act (Cth) 2001* ("**Asset Preservation Orders**") and my application to:
 - (a) vary the Asset Preservation Orders in relation to the amount of, and access to, funds for the ordinary living expenses of the First Defendant's household and dependants, and for legal expenses; and
 - (b) seek access to certain of the books and records of the First Defendant.
3. I make this affidavit from my own knowledge except where otherwise stated. Where I refer to matters of information, I believe the information to be true.
4. Now exhibited to me and marked "**AEG1**" is a bundle of documents to which I refer in this affidavit. References to pages numbers are references to page numbers in Exhibit AEG1.

Background

5. At pages 2 to 15 is a copy of the EPOA.
6. 
7. I refer to the affidavit of my former solicitor, Jennifer Leslie Williamson, sworn on 26 November 2020 in which Ms Williamson provided background relating to, inter alia:
 - (a) the execution on 11 November 2020 by the Plaintiff and the Australian Federal Police of a search warrant at the First Defendant's property and residence at  ("**Dover Heights Property**");
 - (b) the First Defendant's disappearance on 5:30am on 12 November 2020; and
 - (c) the effect of the seizure by the Plaintiff of the First Defendant's books and records, particularly as it affects my review and calculation of the ordinary living expenses of the First Defendant.
8. I have read the affidavits filed by the Plaintiff in this Proceeding. I do not have any knowledge of the allegations made in those affidavits, nor did I ever have any reason to





suspect the conduct that is the subject of the allegations made against the First Defendant.

Update since the hearing on 27 November 2020

9. Since this matter was last before the Court on 27 November 2020:
- (a) I have obtained legal advice in relation to the validity of the EPOA;
 - (b) on 1 December 2020, I instructed solicitors, Hogan Lovells, to file a Notice of Acting – Change of Lawyer in this Proceeding to replace my former solicitor who is based in Queensland;
 - (c) on 3 December 2020, I caused to be lodged an application to the Queensland Civil & Administrative Tribunal ("**QCAT**") seeking on an urgent basis a declaration as to the validity of the EPOA ("**QCAT Application**"). At pages 17 to 78 is a copy of the QCAT Application. I am advised by my solicitors that, on 3 December 2020, they provided the Plaintiff with a copy of draft outline of submissions in support of the QCAT Application;
 - (d) on 4 December 2020, I caused my solicitors to send the:
 - i. email dated 4 December 2020 to the Plaintiff, a copy of which is at page 79; and
 - ii. email dated 4 December 2020 to the Associate to the Honourable Justice Farrell, a copy of which is at page 81.
10. As at the time of swearing this affidavit:
- (a) save as discussed at paragraph 16 of this affidavit, I do not have access to the books and records of the First Defendant which I require to properly review, calculate and substantiate the ordinary living expenses of the First Defendant;
 - (b) my sister, the First Defendant, remains missing and has not been in contact with her family; and
 - (c) the need to access the First Defendant's funds for the living expenses and legal expenses described below is becoming very pressing on the basis that there are no readily available funds to meet these expenses.

Living Expenses

11. I refer to the Asset Preservation Orders and in particular to order 11(c) which provides that order 10 shall not prevent the First Defendant from paying ordinary living expenses not exceeding \$800 per week.




12. From 20 to 23 November 2020, I was given access by police to the First Defendant's iPhone. Possession of the iPhone had previously been taken by police on or shortly after 12 November 2020 for the purpose of their investigation into the First Defendant's disappearance. During that limited period, I was able to review some invoices for insurance and utilities that were stored on the smartphone. I have also had discussions with the First Defendant's husband, Mr Anthony Koletti, and I have identified and quantified what appear, subject to proper verification by reference to the First Defendant's books and records held by the Plaintiff, what is likely to be most of the ordinary living expenses of the First Defendant ("**Living Expenses**") in respect of:

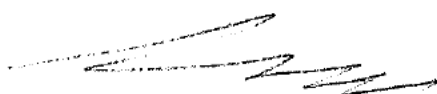
- (a) the Dover Heights Property [REDACTED] Koletti [REDACTED];
- (b) an apartment property at [REDACTED] in which the First Defendant's parents (and my parents) reside ("**Edgecliff Property**"). I have been temporarily staying at those premises.

13. Based on my limited review, I consider that the value of the Living Expenses significantly exceeds \$800 per week, and I seek orders varying the Asset Preservation Order to enable payment of the Living Expenses incurred between 10 November 2020 and the date of this affidavit, and going forward (at least for the interim period).

14. Based on my limited review, I have identified that the Living Expenses relate to:

(a) Dover Heights Property and occupants

- i. Food and groceries;
- ii. Utilities (electricity; gas, phones, water, NBN/wifi etc);
- iii. Medical and dental (in particular for [REDACTED]);
- iv. [REDACTED] fees and school uniforms and incidentals for [REDACTED];
- v. Insurance (home and contents, health and life and motor vehicle);
- vi. Transport, motor vehicle registration, repairs and fuel;
- vii. Loan repayments – title to the Dover Heights Property is registered in the name of the First Defendant and me as tenants in common in the proportions 99/100 (First Defendant) and 1/100 (me). At page 82 is a copy of a title search extracted on 7 December 2020 in relation to the Dover Heights Property. The Dover Heights Property is security for a home loan provided by NAB to the First Defendant. I have made inquiries of NAB and believe that




there are no loan repayments due until early March 2021. The loan repayments are otherwise approximately \$19,000 per month;

(b) Edgecliff Property and occupants

- i. Loan repayments - title to the Edgecliff Property is registered in Ms Caddick's name (at page 83 is a copy of a title search extracted on 7 December 2020 in relation to the Edgecliff Property) and I believe that she is the borrower under a loan facility with NAB which is secured by the Edgecliff property); and
 - ii. Body corporate fees, electricity and landlord insurance in relation to the Edgecliff Property;
 - iii. Day to day living expenses of Ms Caddick's parents who reside in the Edgecliff Property and who receive from the First Defendant a monthly payment to cover their ordinary living expenses. However, I am not seeking access to the First Defendant's funds to cover these expenses at this stage.
15. At pages 84 to 86 is a schedule which records of the Living Expenses I have been able to ascertain from my review. The schedule indicates that the Living Expenses are \$64,836 for the three-month period from 10 November 2020 to 10 February 2021, or \$21,612 per calendar month.
 16. At pages 87 to 93 are a bundle of documents from which I was able to identify the value of certain of the Living Expenses. In order to fully verify the Living Expenses and their value, I need access to certain of the First Defendant's books and records which were seized by the Plaintiff.
 17. I am informed by Mr Koletti, and believe, that most of the underlying documents and information which support the Living Expenses were, at the time they were removed from the Dover Heights Property by the Plaintiff:
 - (a) electronically stored on the First Defendant's MacBook; and
 - (b) physically stored in the First Defendant's office in the Dover Heights Property, specifically in the two banks of filing cabinets and in the storage area under the stair well.
 18. I seek access to the MacBook and these files in order to verify the Living Expenses.
 19. I believe that, other than the funds and assets which are the subject of the Asset Preservation Orders, there are no other assets or funds which can be immediately applied to meet the Living Expenses. In particular:




- (a) I am not aware of any assets available to the First Defendant's husband, Mr Koletti; and
- (b) I have no knowledge of any accounts (other than those frozen by the Asset Preservation Order and the artwork which the Plaintiff did not seize upon the execution of the search warrant) or other immediate sources of funds to pay the Living Expenses or the Legal and Associated Costs. I am aware of the existence of a property at Aspen, Colorado in the US. I have previously been told by the First Defendant that she owns that property, but I otherwise I have no other knowledge of its ownership.
20. I am informed by Mr Koletti and believe that [REDACTED] father, Mr Anthony Caddick, [REDACTED] in the amount of [REDACTED] I have made enquiries with, and had confirmation from, NAB that Mr Caddick's last payment in relation to [REDACTED] was made in late November 2020.

Legal and Associated Costs

21. I refer to the Asset Preservation Orders and in particular to order 11(a) which provides that order 10 shall not prevent the First Defendant from paying or otherwise incurring a liability for costs reasonably incurred in this Proceeding and any criminal proceedings arising from the Plaintiff's investigations into the affairs of the Defendants.
22. Following the commencement of this Proceeding, the making of the Asset Preservation Orders and the subsequent disappearance of the First Defendant, in my representative capacity on behalf of the First Defendant, I have been required to retain legal representation for the purpose of obtaining legal advice and to appear in this Proceeding ("**Legal and Associated Costs**").
23. I have retained the following legal representatives:
- (a) Williamson & Associates of Graceville, Queensland, in the period from 20 November 2020 to 1 December 2020, and which firm retained Counsel to advise and appear in this Proceeding and in relation to the QCAT Application;
- (b) Hogan Lovells from 1 December 2020 and which firm retained Counsel on 2 December 2020 to advise and appear in this Proceeding.
24. The legal services provided to me to date, or anticipated to be incurred up to the hearing on 15 December 2020, and comprising the Legal and Associated Costs have included:




- (a) Reviewing and advising in relation to the originating process filed by the Plaintiff on 10 November 2020, together with the various substantial affidavits, and the Asset Preservation Orders;
 - (b) Retaining Counsel to advise and appear;
 - (c) Advising in relation to the execution of the search warrant by the Plaintiff and access to files and documents seized by the Plaintiff;
 - (d) Correspondence with the Plaintiff on various matters;
 - (e) Reviewing and advising in relation to the interlocutory process filed by the Plaintiff on 25 November 2020;
 - (f) Preparation and attendance at the hearing on 27 November 2020, including the preparation of the affidavit of Ms Williamson;
 - (g) Advising in relation to the EPOA;
 - (h) Preparing and filing the QCAT Application;
 - (i) Preparation and attendance at the hearing on 8 December 2020;
 - (j) Preparation of this affidavit, the affidavit of Mr Koletti and the application to which this affidavit relates;
 - (k) Reviewing further affidavits of ASIC due to be filed today (8 December 2020) in relation to the relief sought in its Amended Originating Process;
 - (l) Reviewing draft orders to be proposed by ASIC and advising in relation to the scope of the powers attached to ASIC's proposed appointment of receivers and managers to the First Defendant's assets;
 - (m) Preparation for the hearing on 15 December 2020 including drafting orders and submissions; and
 - (n) Attendance at the hearing on 15 December 2020.
25. The Legal and Associated Costs in relation to the advice and legal representation are estimated to be, up to and including 15 December 2020, \$66,000 comprised as follows:
- (a) \$25,000 in relation to Williamson & Associates and Counsel (plus GST);
 - (b) \$35,000 in relation to Hogan Lovells and Counsel (plus GST).
26. It is difficult at this stage for me to estimate the Legal and Associated Costs I may incur beyond 15 December 2020, but I believe that it is not unrealistic that I may incur Legal



and Associated Costs of \$50,000 (plus GST) for the two-month period from 15 December 2020 to 15 February 2021.

Engagement with the Plaintiff in relation to the Living Expenses and the Legal and Associated Costs

27. At pages 94 to 100 is a copy of a letter dated 4 December 2020 which I instructed my solicitors, Hogan Lovells, to send to the Plaintiff and which attaches a copy of a schedule of the Living Expenses.
28. At pages 101 to 104 is a copy of a letter dated 7 December 2020 which I instructed my solicitors, Hogan Lovells, to send to the Plaintiff which attaches a revised schedule of the Living Expenses.


Access to/return of documents

29. As I have deposed in this affidavit, I have very limited knowledge of what books and records of the First Defendant were seized by the Plaintiff during the execution of the search warrant. The Plaintiff has not provided an itemised list of all items seized. As deposed at paragraph 26 of the affidavit of Ms Williamson of 26 November 2020, an illegible property seizure record has been provided by Plaintiff (see JW-1 pages 29 to 37 of Ms Williamson's affidavit).
30. In order for me to obtain proper legal advice I seek:
- (a) a complete and itemised list of all material seized from the Dover Heights Property and the First Defendant's safe custody box at NAB;
 - (b) access to and copies of, a set of approximately 10 lever arch files most likely headed [REDACTED] which include documents relating to the welfare of [REDACTED]. Given the current uncertainties arising from the First Defendant's disappearance, I believe it is in the best interests of my nephew that these files be returned;
 - (c) details of the measures taken by the Plaintiff and/or the AFP to secure the First Defendant's assets and books and records which are now in their possession; and
 - (d) the return of all material seized on 11 November 2020 which does not fall within the scope of the search warrant.

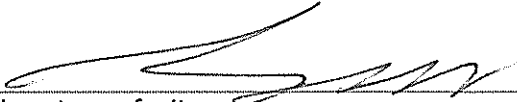



Sworn by the deponent
at Sydney
in NSW
on 8 December 2020
Before me:

)
)
)
)
)



Signature of deponent



Signature of witness

Scott Harris, Solicitor

Schedule

No. NSD1220 of 2020

Federal Court of Australia
District Registry: New South Wales
Division: General

Second Defendant MALIVER PTY LTD

Federal Court of Australia
District Registry: New South Wales
Division: General

**AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v MELISSA LOUISE
CADDICK & ANOR**

INDEX TO EXHIBIT "AEG1" TO THE AFIDAVIT OF ADAM EDWARD GRIMLEY

No.	Details	Page
1.	Index to exhibit "AEG1" of the affidavit of Adam Grimley	1
2.	Enduring Power of Attorney dated 15 September 2016	2
3.	Email exchange between Mr Grimley and Ms Robertson dated 7 December 2020	16
4.	QCAT Application dated 3 December 2020	17
5.	Email from Hogan Lovells to the Plaintiff dated 4 December 2020 (without attachments)	79
6.	Email from Hogan Lovells to the Associate to the Honourable Justice Farrell dated 4 December 2020	81
7.	Title search in relation to 5 Wallangra Road, Dover Heights NSW 2030 extracted 7 December 2020	82
8.	Title search in relation to Unit 1904, 180 Ocean Street, Edgecliff NSW 2027 extracted 7 December 2020	83
9.	Schedule of Living Expenses	84
10.	Bundle of documents relating to Living Expenses	87
11.	Letter from Hogan Lovells to the Plaintiff dated 4 December 2020	94
12.	Email from Hogan Lovells to the Plaintiff dated 7 December	101

Form 2
Queensland
Powers of Attorney Act 1998
(Section 44(1))

Date: 15 10 91 2016
Principal: MELISSA LOUISE CADDICK
Attorney ADAM EDWARD GRIMLEY

ENDURING POWER OF ATTORNEY

Short Form

Use this document if you wish to appoint *the same* attorney/s for both financial matters and personal matters (including health care).

You may also use it to appoint an attorney (or attorneys) for financial matters **only** or for personal matters (including health care) **only**.

This document can be used by non-English speakers if a qualified interpreter/ translator reads it to the person in the person's own language and a signed Statement of Interpreter/Translator is attached.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

JL
15/10/2020

ver: 2 - 1/06/02

Great state. Great opportunity.



PART 1: For the person appointing an attorney

By completing this document, you can give a ~~PERSONAL~~ ~~HEALTH~~ ~~POWER~~ ~~ATTORNEY~~ power to make decisions on your behalf about:

- personal/health matters and/or
- financial matters.

Solicitor certify this to be a true and correct copy of the corresponding page of the original, which I have sighted.

[Signature] 15/11/2020

These pages explain, in question-and-answer form, what you need to know to complete the document properly.

Because you are the person principally concerned, you are referred to as 'the principal'.

What is enduring power of attorney?

Power of attorney is the legal power to make decisions on someone else's behalf. 'Enduring' simply means that the power continues even if the person giving it loses the capacity to make decisions.

Why give someone enduring power of attorney?

There are some circumstances in which you may be unable to make decisions about matters that concern you. For example, you may be overseas, or you may be too ill.

If you give someone a *general* power of attorney, for instance to sign documents for you in your absence, that power will come to an immediate end if for some reason you lose your capacity to make decisions. This could be very awkward if your attorney is in the process of conducting business affairs for you.

Giving someone *enduring* power means that he/she is able to continue to act for you if you lose capacity to act for yourself.

What types of decisions?

You may give your attorney power to make decisions about:

- personal/health matters;
- financial matters.

Examples of personal/health matters are decisions about where and with whom you live, whether you work or undertake education or training, whether you apply for a licence or permit, day-to-day issues like diet and dress, and whether to consent, refuse to consent or withdraw consent to particular types of health care for you (such as an operation).

An example of a financial matter is deciding how your income should be invested.

Note:

You cannot give your attorney power to make decisions about:

- special personal matters such as a decision about your will, appointing someone as your attorney, voting at elections, or consenting to adoption or marriage;
- special health matters, such as donation of body tissue, sterilisation, pregnancy termination, research or experimental health care, or certain psychiatric or other health care as specified in the regulations.

Your attorney can consent to the withdrawing or withholding of life-sustaining medical treatment if, for instance, you become terminally ill or go into a state of permanent or persistent unconsciousness. You can give instructions about this type of decision if you make an Advance Health Directive.

These instructions will override any decision of your attorney.

Can I limit my attorney's powers?

Yes, you can specify decisions that you do not want your attorney to make. You can also include particular instructions about what you would like your attorney to do. Your attorney must act in accordance with your instructions.

There are also limits set by legislation. For example, the Trust Act names the types of investment that a trustee (in this case your attorney) is authorised to make. If you lose the capacity to make financial decisions, the only investments your attorney can make on your behalf are those that are named in the Act, unless the consent of the Court is obtained.

Can I appoint more than one attorney?

JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

15/11/2020

Yes. Several options are provided for in the Act. For example, you may appoint two or more attorneys to act jointly (together), or as a majority (simple, two-thirds, etc.), or severally (any one of your attorneys can sign), or successively (power is given to a particular attorney when the power given to another attorney ends, or when the other attorney is not available to make decisions).

If you choose two or more attorneys to make decisions jointly, they have equal authority and can act only with the agreement of them all. If one attorney dies, the remaining attorneys exercise the power.

It is important that your intentions be expressed clearly. There is space in this document to appoint up to three attorneys.

Whom should I appoint as my attorney?

You should appoint someone you trust. Many people choose their spouse or an adult child, but you may prefer to appoint another family member or friend with expertise in the area, or the Adult Guardian for personal/health matters, or the Public Trustee or a trustee company for all matters. (The Adult Guardian is appointed by statute to look after the rights and interests of people with disabilities and, in certain situations, to give health-care consent.)

Your attorney must be over eighteen years of age, must not be your current paid carer or health-care provider (such as your nurse or your doctor), and (for financial matters) must not be bankrupt or insolvent.

Note:

'Paid carer' does not mean someone receiving a carer's pension or similar benefit, so you are free to choose someone who is receiving such a benefit for looking after you.

Should I pay my attorney?

You do not need to pay your attorney for the power to be effective. Normally payment is not made unless a trust company is acting as attorney.

When does the attorney's power begin?

With personal/health matters, your attorney's power to make decisions does not begin until (if ever) you are incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.

With financial matters, you may nominate when your attorney's power is to begin. If you do not name a date or an occasion, it begins immediately. On the other hand, if you lose the capacity to make such decisions before the date or occasion you name, the power begins at that point.

Note:

Even if you give your attorney power immediately, you may also continue to make decisions yourself while you are able to do so.

How much control will my attorney have?

Once the power to make a decision begins, your attorney will have full control over that decision unless you have explicitly limited that power in this document.

Note: *It is better not to place too many restrictions on your attorney's power, as this may make it difficult for your attorney to make decisions on your behalf.*

How long does the power continue?

For personal/health matters, it continues so long as you are incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.

With financial matters, it continues until it is revoked.

How can I be sure that my attorney will act in my interests?

While (if ever) you are unable to oversee your attorney's decisions, the Adult Guardian and the Court have the power to protect your interests. Your attorney may be required to produce a summary of receipts and expenditure or more detailed accounts, and these may be audited. An attorney who does not adequately protect your interests can be removed or changed.

Can I change or revoke this power of attorney?

Yes, you may change or revoke it at any time, so long as you are capable of understanding what you are doing. In other words, so long as you have the capacity to *make* an enduring power of attorney, you also have the capacity to *change or revoke* it.

If you do change or revoke this power, you must inform your attorney.

Is there anything else that will end this power?

Yes, several other circumstances will bring this enduring power of attorney to an end:

- **If you get married.** If you marry, the power of attorney is revoked unless your new spouse is already your attorney. (If your new spouse is your attorney, the only power that is revoked is the power of any other attorney you may have.)
- **If you get divorced.** If you divorce, the power of attorney is revoked to the extent that it was given to your former spouse.
- **If you die.** If you die, the enduring power of attorney is revoked in its entirety.
- **If you make an inconsistent document.** This power is revoked to the extent of any inconsistency with any later document you complete, such as an Advance Health Directive or another enduring power of attorney.
- **If your attorney withdraws.** Your attorney may withdraw by giving you a signed notice or by getting the Court's leave to withdraw.
- **If your attorney becomes your paid carer or health-care provider.** If this happens, your attorney's power is revoked.
- **If your attorney becomes incapable.** Your attorney's power is revoked if he/she becomes incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.
15/11/2020

- If your attorney becomes bankrupt or insolvent.
- If your attorney dies.

Who is involved in completing this document?

At least three people:

- You, as **principal**, complete the section of Part 1 called *Appointing an Attorney* (clauses 1 to 8).

If you have a physical disability which prevents you from signing, you may instruct another person to sign for you, but you must give the instruction in front of the witness, and the signing must be done in your presence. This person must be eighteen years old or more, and must not be the witness or your attorney. He/she must complete the statement beside the place for his/her signature.

- The witness must sign Part 1 after clause 8 and must also complete the section of Part 2 called *The Witness's Certificate* (clause 9).

The witness must be a justice of the peace, commissioner for declarations, lawyer or notary public. The witness must not also sign for you and must not be your attorney, a relation of yours or of the person/s you appoint as attorney. If the power includes dealing with health matters, the witness must not be your current paid carer or health-care provider.

The witness must state that you appeared to understand what you were doing. If the witness is not sure that you understand the nature and effect of the appointment, he/she should refuse to sign the document.

- The attorney must complete the section in Part 3 called *Attorney's Acceptance* (clauses 10-12).

Your attorney must be at least eighteen years old and must not be your current paid carer or health-care provider.

Where can I go for advice?

The Adult Guardian, the Public Trustee or a solicitor can advise you about the enduring power of attorney and how to complete this document.

If you are completing an enduring power of attorney for personal/health matters, it is strongly recommended that you notify your doctor.

What happens to this document when it is completed?

You should leave the original in a safe place, such as with your bank, but it's important to keep a copy to refer to.

You should also give a copy to anyone else who may need to be involved, such as:

- your attorney;
- your doctor;
- your solicitor;
- your accountant;
- your stockbroker.

You may also wish to carry a card in your purse or wallet, stating that you have made an enduring power of attorney and giving details of that appointment.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.
15/11/2020

If your attorney will be making decisions about buying or selling land, this document must be registered with the Land Titles Office.

How do I register this document?

It is not necessary to do so unless it is likely to be used in transactions relating to buying or selling land. If you register the document, you must take the original to the Land Titles Office and pay the fee.

If the power is revoked, you must deregister the document by lodging a revocation form in the Land Titles Office.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

JLW

15/11/2020

APPOINTING AN ATTORNEY

1. I, **MELISSA LOUISE CADDICK** of 5 Wallangra Road, Dover Heights, New South Wales appoint: **ADAM EDWARD GRIMLEY** Apartment 406, 1 Adelaide Street, Bondi Junction in the State of New South Wales and if he is unable or unwilling to act as my Attorney THEN I APPOINT **ANTHONY MARCUS RODO KOLETTI** of 5 Wallangra Road, Dover Heights in the state of New South Wales

of, Ph: (First Attorney)

as my attorney, under this enduring power of attorney for:

(Tick one box only)

- financial matters
 personal/health matters
 financial *and* personal/health matters.

2. Do you want to set any terms for the power given in clause 1 (i.e. give specific information about your wishes)?

- No → Go to 4.
 Yes.

3. Write these terms here: *(For example: "My attorney/s is not authorised to invest in ABC Pty Ltd shares" or "If I need nursing-home care, I want my attorney to try XYZ Nursing Home first".)*

Note: These terms may limit your attorney in making decisions about financial matters.

4. Have you given your attorney/s power to make decisions about financial matters?

- No → Go to 6.
 Yes.

5. When do you want the power of your attorney/s for financial matters to begin?

(Tick one box only)


- Immediately.
 On this date: _____
 On this occasion: _____

(If you do not complete this clause the power begins immediately)

6. Are you appointing more than one attorney?

- No → Go to 8.
 Yes.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

 15/11/2020

7. How do you prefer that they make their decisions? (Tick one box only)

- Severally (any one of them may decide)
- Jointly (unanimously)
- As a majority (if you are appointing more than three attorneys, please specify, e.g. 'Simple majority', 'Two-thirds majority')

Other*

In Accordance with paragraph 1 hereof.

**Note: The Powers of Attorney Act 1998 allows you to appoint successive attorney/s for a matter so that the power is given to a particular attorney only when power to a previous attorney ends. You can nominate the circumstances that a power will end (eg. if x is absent from the jurisdiction, y may act).*

8. STATEMENT OF UNDERSTANDING

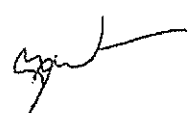
- (1) I fully understand that, by signing this document, I give power to the attorney/s mentioned in clause 1 to make decisions on my behalf about matters mentioned in the same clause.
- (2) I understand that I may specify or limit the attorney/s power, and instruct the attorney/s about the exercise of the power.
- (3) I understand that this gives the attorney/s power to do, for me, anything I could lawfully do myself in relation to these matters (except for special personal/health matters), subject to any terms mentioned in this form.
- (4) I understand that:
 - (a) the power of attorney for financial matters (if applicable) begins at the time stated in clause 5 and continues even if I lose capacity;
 - (b) the power of attorney for personal/health matters (if applicable) begins only if/when I lose capacity.
- (5) I understand that I may change or revoke this enduring power of attorney at any time so long as my power to make such a decision is not impaired - in other words, so long as I am capable of making another enduring power of attorney.


.....
MELISSA LOUISE GADDICK

or

If you are signing for principal:

- (a) I am at least eighteen years old
- (b) I am not a witness for this enduring power of attorney or an attorney for the principal.


.....
[Witness signs here]

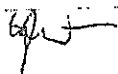
15th September 2016
.....
[Witness writes the date here]

.....
[Person signing for the principal signs here]

.....
[Person signing for the principal
print your full name here]

.....
[Write the date here]

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

 15/09/2016

PART 2: For the witness

Your role goes beyond ensuring that the signature of the principal (the person giving the power) is genuine. You certify that the principal appeared to understand the nature and effect of the document, including the matters stated in clause 8 (Statement of understanding). In the future, you may have to provide information about the principal's capacity to understand these matters when giving the power. If you are doubtful about the principal's capacity, you should make the appropriate inquiries, e.g. from the principal's doctor.

It is strongly recommended that, if you are in any doubt, you make a written record of the proceedings and of any questions you asked to determine the principal's capacity.

WITNESS'S CERTIFICATE

9. I, JENNIFER LESLIE WILLIAMSON 4 Kianga Street, Graceville, in the State of Queensland 4075 . state that -

- (a) I am a:
- justice of the peace
 - commissioner for declarations
 - lawyer
 - notary public,

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

agw — 15/11/2020

- (b) I am not:
- an attorney for the principal
 - or a relation of the principal or of the principal's attorney

(c) (Tick one box only)

- I am not a current paid carer or health provider for the principal
- I am a current paid carer or health provider for the principal, but this enduring power of attorney appoints an attorney/s for financial matters only.

Note: 'Paid carer' does not mean someone receiving a carer's pension or similar benefit.

(d) (Tick one box only)

- the principal signed this enduring power of attorney in my presence
 - in my presence, the principal instructed a person to sign this enduring power of attorney for the principal, and that person signed it in my presence and in the presence of the principal
- and**

- (e) at the time that this enduring power of attorney was signed, the principal appeared to me to understand the matters stated in Clause 8.

agw

.....
[Witness signs here]

15th September 2016

.....
[Witness writes the date here]

PART 3: For the attorney

IMPORTANT NOTICE

If you accept this power of attorney, you will be taking on serious responsibilities. If you fail to observe these responsibilities, you could be removed as attorney or even convicted of an offence and required to pay compensation.

Besides the particular responsibilities mentioned in Part 1 of this document, there are responsibilities imposed by the *Powers of Attorney Act 1998*.

What are these responsibilities?

They are both general and specific.

General responsibilities (to guide you in decision-making)

You must exercise the power given to you honestly and with reasonable care. It is an offence not to do so, and you may also be required to compensate the principal.

You must comply with the terms of the enduring power of attorney, and any other Court requirement. In addition, you must abide by the general and health-care principles on which the Act is based.

General principles include:

- presuming that the principal has the capacity to make a particular decision until there is conclusive evidence that this is not the case;
- recognising his/her right to participate in decisions affecting his/her life to the maximum extent for which he/she has capacity;
- respecting the principal's human worth and dignity and equal claim to basic human rights, regardless of his/her capacity;
- recognising the principal's role as a valued member of society and encouraging his/her self-reliance and participation in community life;
- taking into account the importance of the principal's existing supportive relationships, values and cultural and linguistic environment;
- ensuring that your decisions are appropriate to the principal's characteristics and needs;
- recognising the principal's right to confidentiality of information.

The health-care principles are:

Any health-care decision you make for the principal must:

- maintain or promote the principal's health or well-being or is in all the circumstances, in the principal's best interests;
- be made in the way that is least restrictive of the principal's rights;
- where possible, take account of the principal's views and wishes, along with information given by the principal's health-care provider.

Financial decisions

Any investments you make on the principal's behalf while he/she lacks the capacity to make financial decisions must be those that are named in the Trusts Act as investments a trustee is authorised to make or are approved by the Court.

Note:

Court means either the Supreme Court or the Guardianship and Administration Tribunal.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

15/11/2020



For all decisions

If the principal has other attorneys, you must consult with them regularly and make your decisions as directed in clause 7. If you are a joint attorney, for example, you and the other attorney/s must make your decisions unanimously.

Specific responsibilities

- **Duty to keep records.** If you have the power to make financial decisions, you must keep reasonable records of dealings and transactions made under the power. It is an offence not to do so, and the Court or Adult Guardian may require you to produce them.
- **Duty to keep property separate.** You must keep your property separate from the principal's property unless you and the principal own the property jointly.
- **Duty to present a management plan and get approval for unauthorised transactions.** If you make a financial decision, you must present a plan of management to the Court if the Court requires it.

If the principal's capacity to make decisions is impaired, you must also get approval from the Court for any transactions that have not been authorised in this document.

- **Duty to avoid transactions that involve conflict of interest.** You must not enter into transactions that could or do bring your interests (or those of your relation, business associate or close friend) into conflict with those of the principal. For example, you must not buy the principal's car unless you pay at least its market value.

However, you may enter into such a transaction if it has been authorised in this document or by the Court, or if the transaction provides for the needs of someone that the principal could reasonably be expected to provide for, such as his/her child.

- **Duty in relation to gifts.** You must not give away the principal's property except where the principal would be likely to do so, for example as a marriage gift to a relation of the principal or a donation to his/her favourite charity (so long as the size of the gift is reasonable in the circumstances).
- **Power to maintain the principal's dependants.** You may give reasonable maintenance to the principal's dependants.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

15/11/2020
Jen

How do I complete a document for the principal?

If you have the power to execute (complete) a document for the principal, you do so in the ordinary way, but you must note on the document that you are executing it as the principal's attorney under enduring power of attorney (e.g. 'John Smith, by his duly appointed attorney, Mary Jones').

When does my power to make decisions begin?

It depends whether the power concerns personal/health matters or financial matters.

- **Personal/health matters.** Your power to make decisions for the principal about personal/health matters does not begin until (if ever) the principal is incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision. However, you must continue to allow, and assist, the principal to make decisions in so far as he/she is capable.

- **Financial matters.** The principal may nominate in this document when your power to make financial decisions begins. If the principal does not nominate a date, then your power begins immediately.

When does my power end?

Though there is no time limit on enduring power of attorney, certain actions by you, the principal or the Court can bring your power to an end.

In personal/health matters, your power also ends if the principal regains the ability to make the decision in question.

Your actions

- **Your withdrawal.** So long as the principal is capable of using the power given to you, you can withdraw by giving him/her a signed notice or by getting the Court's leave to withdraw.
- **Becoming the principal's paid carer or health-care provider.** If this happens, your power is revoked.

Note:

'Paid carer' does not mean someone receiving a carer's pension or similar benefit.

- **Becoming incapable.** Your power is revoked if you become incapable of understanding the nature and foreseeing the effects of a decision, and of communicating that decision.
- **Becoming bankrupt or insolvent.** If this happens, your power is revoked.
- **Your death.**

The principal's actions

- **Revoking your power.** The principal may revoke your power at any time, so long as his/her capacity to make the decision is unimpaired. In other words, so long as the principal has the capacity to *make* an enduring power of attorney, he/she also has the capacity to *revoke* it.

If the principal revokes your power, he/she must inform you in writing.

- **Appointing a new attorney to have your powers.** If the principal completes a new document giving your powers to another attorney, your powers are revoked to that extent. Because the new document has a later date, it overrides the first.
- **Getting married.** If the principal marries, your power of attorney is revoked unless you are the principal's new spouse. (If you are the principal's new spouse, the only power that is revoked is the power of any other attorney.)
- **Getting divorced.** If the principal divorces and you were the principal's former spouse, your power of attorney is revoked.
- **The principal's death.** If the principal dies, your enduring power of attorney is revoked in its entirety.

Actions by the Court

Your power may also be changed or revoked by the Court if you have failed to act in the principal's interests.

Can I be held liable?

Yes, you can be held liable if you use the enduring power of attorney knowing that it has been changed or revoked, or knowing of an event that effectively revokes it, or even if you have reason to believe that it has been revoked.

I, [Name], of the County of [County], State of [State], do hereby certify that the above is a true and correct copy of the original document.

Date: 15/11/2020
 Signature: [Signature]

The Court and the Adult Guardian have the power to protect the principal's interests. You may be required to produce a summary of receipts and expenditure or more detailed accounts, and these may be audited. You may also be required to give evidence in relation to the exercise of your powers. If the Court or Adult Guardian believes that you have not adequately protected the principal's interests, you may be removed or your enduring power of attorney may be revoked, and you may be required to compensate the principal.

Where can I go for advice?

The Court, the Adult Guardian, the Public Trustee or a solicitor can advise you about this document and your power and responsibilities under it.

The Court can also make a declaration about the validity of this document or whether your power to make a decision for the principal has begun.

I, JENNIFER LESLIE WILLIAMSON,
Solicitor certify this to be a true and
correct copy of the corresponding page
of the original, which I have sighted.

JL 15/11/2020

ATTORNEY'S ACCEPTANCE

As attorney, you complete the section of this form that applies to you by writing on the lines and ticking the boxes. If you are not able to tick all the boxes truthfully, then you must not accept this appointment as attorney.

(First attorney completes this section)

10. I, **ADAM EDWARD GRIMLEY**

state that:

- I am eighteen or over,
- I am not a current paid carer of the principal,
- I am not a current health-care provider for the principal,
- I have read Part 1, giving me enduring power of attorney,
- I understand that, by signing this document, I take on the responsibility of exercising the power I have been given in the document,
- I also understand that I must exercise the power in accordance with the *Powers of Attorney Act 1998* and the *Guardianship and Administration Act 2000*.

..... *[Signature]* *15th September 2016*
 [Sign here] *19th November 2020* [Write the date here]

(Second attorney, if any, completes this section)

11. I, **ANTHONY MARCUS RODO KOLETTI**

R. Bartalesi 19.11.2020

- I am eighteen or over,
- I am not a current paid carer of the principal,
- I am not a current health-care provider for the principal,
- I have read Part 1, giving me enduring power of attorney,
- I understand that, by signing this document, I take on the responsibility of exercising the power I have been given in the document,
- I also understand that I must exercise the power in accordance with the *Powers of Attorney Act 1998* and the *Guardianship and Administration Act 2000*.

RICHARD BARTALESI
 Solicitor
 Suite 4, 10 William Street
 DOUBLE BAY NSW 2028
 Tel: 02 9363 5413
 Email: richard@bartalesi.com.au

..... *[Signature]* *15 September 2016*
 [Sign here] [Write the date here]

QUEENSLAND GOVERNMENT
June 2002

I, JENNIFER LESLIE WILLIAMSON,
 Solicitor certify this to be a true and
 correct copy of the corresponding page
 of the original, which I have sighted.

[Signature] 15/11/2020

Wiggins, Evy

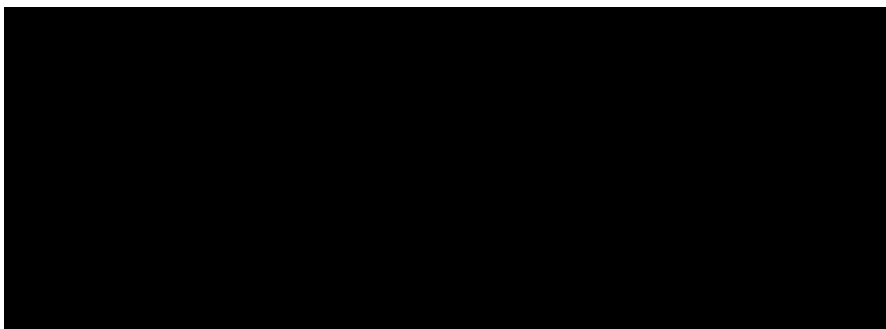
Subject: FW: ASIC Investigation

From: [REDACTED] >
Sent: Monday, December 7, 2020 10:56 AM
To: Adam Grimley <[REDACTED]>
Subject: Re: ASIC Investigation

Adam

Thank you for updating me below, confirming I am in agreement with the proposed.

Many thanks



Note: This email and any attachments are strictly confidential and subject to copyright. They may contain privileged information. If you are not the intended recipient please delete the message and notify the sender. You should not read, copy, use, change, alter or disclose this email or its attachments without authorisation. The company and any related or associated companies do not accept any liability in connection with this email and any attachments including in connection with computer viruses, data corruption, delay, interruption, unauthorised access or unauthorised amendment. Any views expressed in this email and any attachments do not necessarily reflect the views of the company or the views of any of our related or associated companies

On 7 Dec 2020, at 8:31 am, adam grimley <[REDACTED]> wrote:

Hi [REDACTED],

I refer to our discussion on Saturday 5th December 2020.

I am writing to you [REDACTED] [REDACTED].

I confirm that, pursuant to my appointment by Melissa under an enduring power of attorney, I am currently engaging on Melissa's behalf in the Federal Court proceedings ASIC has commenced against Melissa and her company. Pursuant to those proceedings, Melissa's assets, including her bank accounts, have been frozen by an asset preservation order made by the Court. Those orders allow for Melissa's reasonable living expenses (in particular her liabilities for maintaining her household and properties) and legal costs to be paid from the frozen assets. I am proposing to make an application to the Court for those orders to provide for the amounts in which such funds can be made available.

[REDACTED]

Thank you

Adam

Wiggins, Evy

From: Harris, Scott
Sent: 04 December 2020 15:54
To: Emman Farroukh
Cc: Nicolette Bearup; Marina Kofman; Wiggins, Evy
Subject: NSD1220/2020 - Caddick & Anor ats ASIC

Dear Ms Farroukh,

We refer to the Orders made by the Court on 27 November 2020, and in particular, order 1 which requires the First Defendant's former solicitor, Ms Jenny Williamson, to notify the plaintiff and the Court whether she considers she is able to appear on behalf of the First Defendant by 4pm on 4 December 2020. We anticipate that Ms Williamson will give the required notification of her position, but we also consider it is appropriate that we also advise the Plaintiff and the Court of our position.

We also refer to our correspondence in relation to our client's application to QCAT in relation to the EPOA.

We confirm that it is our intention to continue to act for Mr Grimley in relation to the Proceeding, subject to the validation of the EPOA by QCAT. While it is uncertain whether QCAT will have determined the matter by 8 December 2020 when this matter is next listed before this Court, it is our intention to appear before the Court on that day with Mr Sulan of Counsel, at least on a provisional basis.

We propose to send the following email to the Associate to the Honourable Justice Farrell:

We are the solicitors for Mr Adam Grimley who is the appointed attorney under an Enduring Power of Attorney granted by the First Defendant ("EPOA"). On 1 December 2020, we filed a notice of acting – change of lawyer on behalf of the First Defendant.

We refer to the Orders made by the Court on 27 November 2020, and in particular, order 1 which requires the First Defendant's former solicitor, Ms Jenny Williamson, to notify the plaintiff and the Court whether she considers she is able to appear on behalf of the First Defendant by 4pm on 4 December 2020. We anticipate that Ms Williamson has this afternoon given the required notification of her position, but we also consider it appropriate that we also advise the Plaintiff and the Court of our position.

On 3 December 2020, Mr Grimley lodged with the Queensland Civil & Administrative Tribunal ("QCAT") an application seeking a declaration, on an urgent basis, as to the validity of the EPOA. Draft submissions in support of the application were shared with the Plaintiff yesterday, and the Plaintiff has been provided with a copy of the application.

We confirm that it is our intention to continue to act for Mr Grimley in relation to the Proceeding, subject to the validation of the EPOA by QCAT. While it is uncertain whether QCAT will have determined the matter by 8 December 2020 when this matter is next listed before this Court, it is our intention to appear before the Court on that day with Mr Sulan of Counsel, at least on a provisional basis. In this regard, we acknowledge receipt of your email to the parties of yesterday.

Regards

Scott Harris
Partner

Hogan Lovells

Level 17
20 Martin Place
Sydney NSW 2000

Direct: +61 2 9093 3510
Tel: +61 2 9093 3500
Fax: +61 2 9093 3559
Mobile: +61 415 172 162
Email: scott.harris@hoganlovells.com
www.hoganlovells.com

Wiggins, Evy

From: Harris, Scott
Sent: 04 December 2020 15:55
To: Associate FarrellJ
Cc: Wiggins, Evy; Emman Farroukh; Nicolette Bearup; Marina Kofman
Subject: NSD1220/2020 - Caddick & Anor ats ASIC

Dear Associate,

We are the solicitors for Mr Adam Grimley who is the appointed attorney under an Enduring Power of Attorney granted by the First Defendant (“EPOA”). On 1 December 2020, we filed a notice of acting – change of lawyer on behalf of the First Defendant.

We refer to the Orders made by the Court on 27 November 2020, and in particular, order 1 which requires the First Defendant’s former solicitor, Ms Jenny Williamson, to notify the plaintiff and the Court whether she considers she is able to appear on behalf of the First Defendant by 4pm on 4 December 2020. We note that Ms Williamson has this afternoon given the required notification of her position, but we also consider it appropriate that we also advise the Plaintiff and the Court of our position.

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We confirm that it is our intention to continue to act for Mr Grimley in relation to the Proceeding, subject to the validation of the EPOA by QCAT. While it is uncertain whether QCAT will have determined the matter by 8 December 2020 when this matter is next listed before this Court, it is our intention to appear before the Court on that day with Mr Sulan of Counsel, at least on a provisional basis. In this regard, we acknowledge receipt of your email to the parties of yesterday.

Regards

Scott Harris

Partner

Hogan Lovells

Level 17
20 Martin Place
Sydney NSW 2000

Direct: +61 2 9093 3510
Tel: +61 2 9093 3500
Fax: +61 2 9093 3559
Mobile: +61 415 172 162
Email: scott.harris@hoganlovells.com
www.hoganlovells.com



FOLIO: A/320687

SEARCH DATE	TIME	EDITION NO	DATE
7/12/2020	2:59 PM	7	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT A IN DEPOSITED PLAN 320687
LOCAL GOVERNMENT AREA WAVERLEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP320687

FIRST SCHEDULE

MELISSA LOUISE CADDICK
IN 99/100 SHARE
ADAM EDWARD GRIMLEY
IN 1/100 SHARE
AS TENANTS IN COMMON (T AI832224)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 AI832225 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 98/SP22762

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
7/12/2020	3:04 PM	9	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 98 IN STRATA PLAN 22762
AT EDGECLIFF
LOCAL GOVERNMENT AREA WOOLLAHRA

FIRST SCHEDULE

MELISSA LOUISE CADDICK (T AM126540)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP21608
- 2 AM126541 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Budget planner

View : Quarterly

Income	\$	Frequency	\$0
Your take-home pay		Weekly	\$0
Your partner's take-home pay		Weekly	\$0
Bonuses / overtime		Annually	\$0
Income from savings and investments		Monthly	\$0
Centrelink benefits		Fortnightly	\$0
Family benefit payments		Fortnightly	\$0
		Monthly	\$0
Other		Monthly	\$0

Home & utilities	\$	Frequency	-\$82,153
Mortgage & rent (commences early March 2021)	\$19,000.00	Monthly	\$57,000
Body corporate fees (Edgecliff)	\$4,708.00	Quarterly	\$4,708
Council rates	\$816.37	Quarterly	\$816
Furniture & appliances		Annually	\$0
Renovations & maintenance		Annually	\$0
Electricity	\$1,792.00	Quarterly	\$1,792
Gas	\$90.75	Quarterly	\$91
Water	\$300.81	Quarterly	\$301
NBN	\$90.00	Monthly	\$270
Pay TV	\$20.00	Monthly	\$60
Mortgage & rent (Edgecliff)	\$5,000.00	Monthly	\$15,000
Mobile - Anthony Koletti	\$55.00	Monthly	\$165
Other - Cleaner	\$150.00	Weekly	\$1,950

Insurance & financial	\$	Frequency	-\$22,734
Landlord Insurance (Edgecliff)	\$330.00	Annually	\$83
Home & contents insurance	\$5,398.00	Annually	\$1,350
Personal & life insurance (Anthony)	\$160.00	Monthly	\$480
Health insurance	\$498.00	Monthly	\$1,494
Pet Insurance	\$1,350.00	Annually	\$338
Credit card interest		Monthly	\$0
Car Insurance (Mercedes)	\$2,000.00	Annually	\$500
Cash Deposit from MC to EP & BA Grimley Cheque Acc	\$4,000.00	Monthly	\$12,000
Income Protection for MC	\$2,000.00	Monthly	\$6,000
Life Insurance for MC	\$120.00	Monthly	\$360
Legal Fees includes 10% GST		Monthly	\$0
Back to Base Security	\$520.00	Annually	\$130

Groceries	\$	Frequency	-\$6,740
Supermarket	\$500.00	Weekly	\$6,500
Butcher		Weekly	\$0
Fruit & veg market		Weekly	\$0
Fish shop		Weekly	\$0
Deli & bakery		Weekly	\$0
Pet food	\$80.00	Monthly	\$240
Other		Monthly	\$0

Personal & medical	\$	Frequency	-\$3,560
Cosmetics & toiletries		Monthly	\$0
Hair & beauty		Monthly	\$0
Medicines & pharmacy		Monthly	\$0
Glasses & eye care		Monthly	\$0
Dental (Invisalign, mouth guard)		Monthly	\$0
Doctors & medical (Anthony counselling)	\$200.00	Weekly	\$2,600
Hobbies		Monthly	\$0
Clothing & shoes	\$200.00	Monthly	\$600
Jewellery & accessories		Monthly	\$0
Computers & gadgets		Monthly	\$0
Sports & gym		Monthly	\$0

Education		Monthly	\$0
Pet care & vet	\$120.00	Monthly	\$360
Other		Monthly	\$0
Entertainment & eating-out	\$	Frequency	-\$780
Coffee & tea		Weekly	\$0
Lunches bought		Weekly	\$0
Take-away & snacks		Weekly	\$0
Cigarettes	\$60.00	Weekly	\$780
Drinks & alcohol		Weekly	\$0
Bars & clubs		Monthly	\$0
Restaurants		Monthly	\$0
Books		Monthly	\$0
Newspapers & magazines		Monthly	\$0
Movies & music		Monthly	\$0
Holidays		Annually	\$0
Celebrations & gifts		Monthly	\$0
Other		Monthly	\$0
Transport & auto	\$	Frequency	-\$2,885
Bus & train & ferry	\$50.00	Weekly	\$650
Petrol	\$100.00	Weekly	\$1,300
Road tolls & parking	\$20.00	Weekly	\$260
Rego & licence	\$700.00	Annually	\$175
Repairs & maintenance	\$500.00	Quarterly	\$500
Fines		Monthly	\$0
Airfares		Annually	\$0
Other		Monthly	\$0
Children	\$	Frequency	\$54,015
██████████ (Invisalign, mouthguard)	\$5,000.00	Annually	\$1,250
██████████	\$55.00	Monthly	\$165
██████████	\$200.00	Weekly	\$2,600
Childcare		Monthly	\$0
Sports & activities (boxing)	\$75.00	Monthly	\$225
School fees	\$10,000.00	Quarterly	\$10,000
Excursions		Monthly	\$0
School uniforms	\$3,000.00	Annually	\$750
Other school needs		Monthly	\$0
Cash Deposit from MC to EP & BA Grimley Cheque Acc	-\$4,000.00	Monthly	\$12,000
Other (Mortgage covered through the first 3 months)	-\$4,385.00	Weekly	\$57,005
Summary			-\$64,836

You are spending more than you earn.



Enquiries: 13 11 55
Claims: 13 25 24 (24 hours a day, 7 days a week for new claims)
suncorp.com.au/insurance



Policy number:	[REDACTED]
The insured:	Melissa Caddick
Amount paid:	\$5,398.34

MRS M CADDICK



Home and Contents Insurance Account

Your new policy

Issue date: 13 February 2020

Dear MRS M CADDICK,

Thank you for insuring your Home and Contents with Suncorp Insurance.

Please find enclosed your Certificate of Insurance, a copy of our Product Disclosure Statement (PDS) and Supplementary Product Disclosure Statement (SPDS) (if any). These documents form part of your contract of insurance with us and should be read carefully to understand what your policy covers including the conditions, limits and exclusions that apply.

Your enclosed Certificate of Insurance is a record of the information you provided us during your application and as it is also part of your contract of insurance it is very important that it is accurate. Please review this information and the Duty of Disclosure section at the end of your Certificate of Insurance carefully. If any of the details shown are incorrect or there is other information you need to tell us, please call us on 13 11 55.

If you have any questions about your insurance, please call us on 13 11 55 or visit your local Suncorp Bank branch.

Regards,

The Suncorp Team

MY SUNCORP

Manage parts of your car or home insurance online in your own time.

To find out more about My Suncorp, visit suncorp.com.au/mysuncorp

SAVE ON YOUR INSURANCE

There's a range of ways you can save on your premiums as a Suncorp Insurance Customer.

To find out more, visit suncorp.com.au/insurance

Home and Contents insurance account for policy [REDACTED]

This document will be a tax invoice for GST when you have made your payment. It is to enable you to claim input tax credits if they apply to your business.

Your discounts

Your premium includes our **15% Multiple Policy Discount**.

Period of insurance: **25 February 2020 to 11.59pm 25 February 2021**

Transaction effective date: **25 February 2020**

Transaction type: **New policy**

	Base Premium	FSL/ESL	GST	Stamp Duty	Total Amount
Insured address:	[REDACTED]				
Your Home	\$ 2,549.23	\$ 369.64	\$ 291.89	\$ 288.97	\$ 3,499.73
Your Contents	\$ 1,382.96	\$ 200.53	\$ 158.35	\$ 156.77	\$ 1,898.61
TOTALS	\$ 3,932.19	\$ 570.17	\$ 450.24	\$ 445.74	\$ 5,398.34

Total amount payable:

\$ 5,398.34

An estimated amount of \$ 570.17 is used by us to pay the Fire/Emergency Services Levy.



Certificate of Insurance and Tax Invoice

Issued on 07 June 2020 by
The Hollard Insurance Company Pty Ltd
ABN 78 090 584 473 AFSL 241 436

Policy Details

Membership/Policy Number	[REDACTED]
Plan (Level of Cover)	Pet Premium
Per Condition Excess	\$200
Benefit Percentage	80%
Start Date	04 July 2020 (23h59)
End Date	04 July 2021 (23h59)
Routine care option selected	No
Dental option selected	No

Premium Details

Payment Frequency	Yearly
Method of Payment	Credit Card
Annual Basic Premium	\$544.25
GST	\$54.43
Stamp Duty	\$53.88
Total Annual Premium	\$652.56

Policy Holder

Mrs Melissa Caddick
[REDACTED]
DOVER HEIGHTS NSW 2030

Pet Details

Name	Snow
Species	Canine
Gender	Male
Date of Birth	20 July 2014
Breed	Cocker Spaniel

Benefit Schedule

Annual Benefit Limit:	\$12,000
Routine Care:	No
Emergency boarding:	\$1,000
Paralysis tick illness treatment:	\$1,000
Cruciate Ligament annual sublimit:	\$2,600
Consultation annual sublimit:	\$300

Special Policy Conditions

Additional policy exclusions :

*This document becomes a Tax Invoice upon payment of each instalment.

This policy and the cover provided by it is issued exclusively to the policyholder and insured pet printed on this Certificate of Insurance and is not transferrable.

IMPORTANT NOTICE

This Certificate of Insurance and Benefit Schedule form part of your contract of insurance. This certificate replaces all prior versions and is subject to the policy Terms and Conditions as set out in the most recent Policy Booklet (PDS) and any supplementary PDS issued with your policy.

HCF Pet Insurance is issued by The Hollard Insurance Company Pty Ltd ABN 78 090 584 473 AFSL 241436, promoted by The Hospitals Contribution Fund of Australia Limited ABN 68 000 026 746 AFSL 241 414 and administered by PetSure (Australia) Pty Ltd ABN 95 075 949 923 AFSL 420183.



MRS MELISSA CADDICK
 MALIVER PTY LTD
 [REDACTED]
 DOVER HEIGHTS NSW 2030

Do your account details need an adjustment?

Visit linkt.com.au



11 November 2020

Your account statement

Tax invoice

Account details

Account number	Statement number
[REDACTED]	442087575142
Account type	Statement period
Tagless account	11 Oct 20 - 10 Nov 20
Account name	
Maliver Pty Ltd	

Account summary

Balance as at 11 Oct 20	\$0.00
Payments received	\$30.33 cr
Total trip charges	\$27.96
Total fees and adjustments	\$2.37
Total charged for statement period	\$30.33
Total GST included	\$2.75

Balance as at 10 Nov 20 **\$0.00**

You're on auto payments, you're good to go as long as your payment details are up to date.

Vehicle details

Licence plates

Registration Class State



Please check that your vehicle details and class are correct. It is your responsibility to ensure these details are correct. To update your details, visit linkt.com.au/myaccount

GST is calculated on each individual trip that has been charged for the statement period. Total GST for the statement period does not include the opening balance.

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Get more from your account
with a little tune up

Check your details at linkt.com.au





Statement date 11 Nov 2020
Account type Tagless account
Account number [REDACTED]
Account name Maliver Pty Ltd

Are your details up to date?

Log into your account to make a change
linkt.com.au/myaccount

Account summary

Daily charges (including trips, payments, fees, charges & adjustments)

Date	Licence plate	Vehicle class	Start	Finish	Details	Amount
09 Oct 2020	[REDACTED]	CAR			No Tag in Vehicle Fee	\$0.55
09 Oct 2020	[REDACTED]	CAR			No Tag in Vehicle Fee	\$0.55
09 Oct 2020	[REDACTED]	CAR	19:11	19:11	CCT Mainline West	\$5.90
09 Oct 2020	[REDACTED]	CAR	22:06	22:06	CCT Mainline East	\$5.90
10 Oct 2020	[REDACTED]	CAR			No Tag in Vehicle Fee	\$0.55
10 Oct 2020	[REDACTED]	CAR	17:33	17:33	M1 William Street	\$8.08
12 Oct 2020	[REDACTED]				Payment - thank you	\$12.97 cr
12 Oct 2020	[REDACTED]				VISA Surcharge	\$0.07
13 Oct 2020	[REDACTED]				Payment - thank you	\$8.68 cr
13 Oct 2020	[REDACTED]				VISA Surcharge	\$0.05
16 Oct 2020	[REDACTED]	CAR			No Tag in Vehicle Fee	\$0.55
16 Oct 2020	[REDACTED]	CAR	22:40	22:40	M1 William Street	\$8.08
19 Oct 2020	[REDACTED]				Payment - thank you	\$8.68 cr
19 Oct 2020	[REDACTED]				VISA Surcharge	\$0.05

Trip charges per licence plate or tag

	Amount
[REDACTED]	\$0.00
[REDACTED]	\$27.96

Total charged for trips	\$27.96
Total fees, charges & adjustments	\$2.37
Total payments received	\$30.33 cr
Total GST for this statement	\$2.75

An asterisk (*) indicates fees, charges and adjustments are exempt from GST.

The trips, fees, charges and payments listed on this statement relate to the statement period.

Your account details, including licence plates and vehicle classes, reflect our records at the time we sent you the statement. Details may have changed during the period, for example, you updated your account to add or remove vehicles and tags. This statement can't be used as evidence of any vehicle or detail registration during the statement period.

When you add a vehicle to your account, you also choose a vehicle classification. If we determine at the time of travel that your selected vehicle classification is incorrect, charges will be updated and reflected correctly on your statement.

Important information about Vehicle Matching Fees (VMF). This fee applies as part of your account conditions. The fee applies for travel on all toll roads in Australia, but the amount charged may vary depending on the road you travel on.

If you notice a discrepancy on your statement, please let us know within 90 days of the statement date.



(A)

NAB Qantas Rewards Premium

NAB Card Service Centre

GPO Box 9992, Melbourne Victoria 3001

Tel 1300 730 213 anytime 24 hours, 7 days

Fax (03) 9601 7715

Lost or Stolen Cards:
(24 hours within Australia only)
If calling from overseas

1300 730 213
+61 1300 730 213

Visit us at nab.com.au



MRS MELISSA L CADDICK



Statement Period	08 Aug 20-08 Sep 20
Account Number	[REDACTED]
Credit limit	\$45,000
Available credit	\$30,430

Account summary

- Opening balance	\$21,620.31	DR
+ Payments & other credits received	\$20,300.00	CR
- Purchases, cash advances	\$12,611.18	DR
- Interest /& other charges	\$637.93	DR
= Closing balance	\$14,569.42	DR

Payment details

Closing balance	\$14,569.42	DR
Due date	22 September 2020	
Total minimum payment	\$72.84	

- To avoid paying interest on purchases, make sure you pay the "closing balance" in full by the due date each month
- If we don't receive your minimum payment by **22 September 2020** you may have to pay a late payment fee.

Qantas Frequent Flyer points earned	2186
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The following warning is a legislative requirement intended to provide you with more information about the consequences of making minimum repayments. The examples provided do not replace the minimum payments required shown in the Payment Details section.
Minimum Repayment Warning: If you make only the minimum payment each month, you will pay more interest and it will take you longer to pay off your balance.

For Example...	If you make no additional transactions using this card and each month you pay...	You will pay off the closing Balance for this statement in about..	And you will end up paying estimated total interest charges of...
1.	Only the minimum payment	More than 83 years 3 months	More than \$728,619,250.56
2.	\$737.54	2 years	\$3,578.37, a saving of at least \$728,615,672.19

Having trouble making repayments? If you are having difficulty making credit card repayments, please contact us on **13 22 65** or call your banker. We may be able to assist you.
 The examples provided above in the Minimum Repayment Warning do not take account of annual card fees that will or may apply to your account (except for an annual card fee included in the closing balance on this statement).


Payment record	Date Paid	<input type="text"/>	Amount	<input type="text"/>	Chq/Rec No	<input type="text"/>
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Detach here

Payment options

Payments may be delayed until the next banking business day, due to processing cut off times.

Transfer funds from your NAB cheque or savings account to your NAB Credit Card account using the payment options below.

 **NAB Internet Banking**
Visit us at nab.com.au

 **NAB Telephone Banking**
Call 1300 730 213,
24 hours, 7 days.

 **NAB ATM**



Billers Code: 1008
Ref: 4303 3064 7494 4912



Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au



NAB Direct Debit
Set up a direct debit from an account of your choice. Go to nab.com.au/directdebit



Mail Complete and detach this payment advice and send with your cheque to GPO Box 240, Melbourne, VIC 3001. Cheques should be made payable to the cardholder named on this statement. Do not include cash. Please allow 2-3 business days from receipt of cheque for funds to clear.

Account Number 4303 3064 7494 4912

Account Name CADDICK M

Date Paid

Amount Paid

++ <0001456942><0000007284><4303306474944912>

Transaction details

Date processed	Date of transaction	Card No	Details	Amount A\$
10/08/20	07/08/20	V4912	NETFLIX COM MELBOURNE	19.99
10/08/20	07/08/20	V4912	MY STUDENT ACCOUNT COOPERS PLAIN	203.30
10/08/20	10/08/20	V4912	INTERNET BANKING TRANSFER MELBOURNE	2,000.00
10/08/20	10/08/20	V4912	INTERNET TRANSFER FEE	40.00
11/08/20	10/08/20	V4912	IKEA PTY LTD TEMPE	36.96
19/08/20	19/08/20	V4912	INTERNET BANKING TRANSFER MELBOURNE	300.00 CR
20/08/20	19/08/20	V4912	SO THEY CAN OVERSEAS A NORTHBRIDGE	110.00
20/08/20	20/08/20	V4912	INTERNET BANKING TRANSFER MELBOURNE	2,000.00
20/08/20	20/08/20	V4912	INTERNET TRANSFER FEE	40.00
24/08/20	23/08/20	V4912	ASIC SYDNEY	9.00
31/08/20	28/08/20	V4912	QBE Insurance Sydney	446.88
31/08/20	29/08/20	V4912	YNAP MILANO	160.00
31/08/20	29/08/20	V4912	NAB INTNL TRAN FEE - (SC)	4.80
31/08/20	31/08/20	V4912	INTERNET BANKING TRANSFER MELBOURNE	5,000.00
31/08/20	31/08/20	V4912	INTERNET TRANSFER FEE	100.00
01/09/20	31/08/20	V4912	INGRID SEABURN SKINC VAUCLUSE	465.00
04/09/20	03/09/20	V4912	SDRO INFRNGMNT PAYME MAITLAND	100.40
04/09/20	04/09/20	V4912	INTERNET BANKING TRANSFER MELBOURNE	20,000.00 CR
07/09/20	04/09/20	V4912	LINKT SYDNEY SYDNEY	1.51
07/09/20	05/09/20	V4912	LINKT SYDNEY SYDNEY	90.75
07/09/20	04/09/20	V4912	THELOTT WOOLLOONGABBA	54.40
07/09/20	04/09/20	V4912	C ADV FEE	2.50
07/09/20	04/09/20	V4912	eBay O*13-05675-94029 Sydney	1,539.00
08/09/20	07/09/20	V4912	NETFLIX COM MELBOURNE	19.99
08/09/20	07/09/20	V4912	STRIKING SMILE DENTISTRY ROSE BAY	354.00
08/09/20	08/09/20	V4912	INTEREST ON CASH ADV(S)	391.72
08/09/20	08/09/20	V4912	INTEREST ON PURCHASE(S)	58.91

352/14/01/W03360/5005705/1011410

How to identify the card used to make a transaction:

- Refer to the Card No column in the Transaction details section of this statement. The card type is identified by the letter V for Visa or M for MasterCard, and is followed by the last 4 digits of the card number used to make the transaction.
- Where the fee is a Cash Advance Fee, NAB International Transaction Fee, Overseas Payment Order Purchased Fee this will appear directly below the transaction to which it relates. The card number shown for these types of fees will be your NAB Credit Card account number (as shown at the top of this statement). To identify the card used to generate this fee, refer to the Card No column of the transaction which appears directly above the fee.
- For more information on how to read your statement, visit nab.com.au

Unauthorised or unknown transactions: To report an unauthorised or unknown transaction, please call 1300 730 213. It is in your interest to report any unauthorised or unknown transactions immediately, as a delay in notification may limit NAB's ability to investigate these transactions.

Cheque Particulars

Please make cheques payable to the **cardholder named on this statement**. Funds not available until cleared.

			Amount	Teller use Only
			Notes	\$100
			Coin	\$50
				\$20
				\$10
				\$5
			Coin	
			Total	
				Change
Drawer	Bank	Branch		

4 December 2020

By email: Emman.Farroukh@asic.gov.au

Ms Emman Farroukh
Senior Specialist – Criminal Law, Chief Legal Office
Australian Securities and Investments Commission
Level 5, 100 Market Street
Sydney NSW 2000

Scott Harris
scott.harris@hoganlovells.com

Our ref 102661

Dear Ms Farroukh

NSD1220/2020 - CADDICK & ANOR ATS ASIC ("PROCEEDING")

We refer to the Notice of Acting – Change of Lawyer served on 1 December 2020 and confirm that we are instructed to act on behalf of Mr Adam Grimley who is empowered to act in relation to the first defendant's ("**Ms Caddick's**") affairs pursuant to an Enduring Power of Attorney dated 15 September 2016 ("**EPOA**") (subject to confirmation of its validity).

Since receiving instructions on 1 December 2020, we have been taking instructions from our client, reviewing the documents filed in, and correspondence relating to, the Proceeding, and have lodged on behalf of Mr Grimley, an application to the Queensland Civil & Administrative Tribunal ("**QCAT**") for a declaration as to the validity of the EPOA.

We also refer to the Orders made by the Federal Court on 10 November 2020 and, in particular, orders 10 and 11 ("**Asset Preservation Orders**").

The purpose of this letter is to seek ASIC's consent in relation to Mr Grimley's proposed application to vary the Asset Preservation Orders.

Asset Preservation Orders

1. The Asset Preservation Orders provide that the Asset Preservation Orders do not prevent the first defendant from, inter alia:
 - (a) paying ordinary living expenses not exceeding \$800 per week (order 11(c)(ii)) ("**Living Expenses**"); and
 - (b) paying or otherwise incurring a liability for costs reasonably incurred, inter alia, in the Proceeding (order 11(a)) ("**Legal and Associated Costs**").
2. Mr Grimley, exercising his power under the EPOA, intends to make an application to the Court on behalf of Ms Caddick to vary the Asset Preservation Orders to provide for, and

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access to, an amount of Living Expenses which is more reflective of the ordinary living expenses of Ms Caddick and her dependants, and also for Legal and Associated Costs.

Living Expenses

3. As ASIC is aware, and as deposed in the affidavit of Ms Williamson sworn on 26 November 2020 in the Proceeding:
 - (a) [REDACTED] ("Dover [REDACTED] [REDACTED] [REDACTED]
 - (b) On 11 November 2020, ASIC executed a search warrant at the Dover Heights Property and seized the books and records of Ms Caddick, including in relation to the Living Expenses;
 - (c) Since 5:30am on 12 November 2020, Ms Caddick has been missing, and has not made any contact with her family. Her disappearance is being investigated by police;
 - (d) Access to Ms Caddick's books and records and the frozen assets (in particular, bank accounts) is required to pay the Living Expenses; and
 - (e) ASIC has not provided our client with an itemised list of the books and records seized on 12 November 2020.
4. ASIC will be aware from its investigations and its review of the documents it has seized from the Dover Heights Property that the Living Expenses significantly exceed the amount of \$800 per week as currently provided for in the Asset Preservation Orders.
5. Our client accepts that the determination of ordinary living expenses invokes the discretion of the Court, but the authorities provide that it would be unjust if a defendant was required to reduce their standard of living (including to relinquish their residence or withdraw their child from school), in order to secure for what is, at this stage, a claim against the defendant (see *Cong v Shen* [2020] NSWSC 945 and reference to Lloyd J (as his Lordship then was) in *PCW (Underwriting Agencies) Ltd v Dixon* [1983] 2 All ER 158 at 164. See also *Vneshprombank LLC v Bedzhamov & Ors* [2019] EWCA Civ 1992).
6. We are further instructed that:
 - (a) Ms Caddick's husband, Mr Anthony Koletti, does not have assets or funds to service the Living Expenses. We are instructed that Mr Koletti was last employed on a part time basis as a hairdresser until the Covid-19 lockdown around March 2020 when Ms Caddick and he determined that, in order to reduce the health risk to the family (in circumstances where Ms Caddick was already largely responsible for financially supporting the family), [REDACTED] [REDACTED] and
 - (b) neither Mr Grimley nor Mr Koletti have knowledge of any accounts (other than those frozen by the Asset Preservation Order) or other sources of funds to pay the Living Expenses or the Legal and Associated Costs.
7. Our client requires access to, and copies of, the books and records of Ms Caddick that evidence the Living Expenses and the bank and credit statements that confirm the accounts from which they were paid. We are instructed that, and as most likely identified

by ASIC on 11 November 2020, the books and records relating to the Living Expenses were:

- (a) electronically stored on Ms Caddick's MacBook; and
 - (b) physically stored in Ms Caddick's office in the Dover Street Property, specifically in the two banks of filing cabinets and in the storage area under the stair well.
8. Mr Grimley was given access by police to Ms Caddick's smartphone shortly after her disappearance. Based on that limited access, where he was able to review some invoices for insurance and utilities, and in consultation with Mr Koletti, he has been able to identify a number of the Living Expenses and extrapolate their value.
9. Mr Grimley has identified that the Living Expenses include at least:

Dover Heights property and occupants

- (a) Food and groceries;
- (b) Utilities (electricity; gas, phones, water, NBN/wifi etc);
- (c) Medical and dental (in particular for ██████);
- (d) School fees and school incidentals for ██████
- (e) Insurance (home and contents, health and life and motor vehicle);
- (f) Transport, motor vehicle registration, repairs and fuel;
- (g) Loan repayments – while these payments are \$19,000 per month, currently no payments are due until March 2021;

Edgecliff property and occupants

- (h) Loan repayments (the property is registered in Ms Caddick's name and she is the borrower under the loan facility);
 - (i) Body corporate fees, electricity and landlord insurance;
 - (j) Day to day living expenses of Ms Caddick's parents who reside in the Edgecliff property in relation to which they receive a monthly payment.
10. Attached is a schedule which records certain of the Living Expenses. The schedule indicates that the Living Expenses are \$80,531 for the three month period from 10 November 2020 to 10 February 2021, or \$26,843 per calendar month. The schedule does not contain the entirety of Ms Caddick's actual living expenses.
11. Obviously, for the reasons explained above, Mr Grimley and Mr Koletti are not able to produce most of the documents which support the Living Expenses as outlined in the schedule, and the accounts from which they were paid.
12. Our client seeks to agree with ASIC a regime as set out in the attached proposed orders varying the Asset Preservation Orders ("**Proposed Asset Preservation Orders Variation**") by which:
- (a) ASIC identifies and account(s) from which Mr Grimley can withdraw the Living Expenses (and Legal and Associated Expenses);

- (b) access to the nominated account(s) is given to Mr Grimley to withdraw the Living Expenses (and Legal and Associated Expenses) and in this regard the amount of \$53,686 is required to cover the Living Expenses for the two month period from 10 November 2020 to 8 January 2021 (with monthly withdrawals thereafter, subject to further order of the Court);
 - (c) access and copies are given to Mr Grimley in relation to Ms Caddick's books and records;
 - (d) liberty is given to Mr Grimley to apply to the Court for a further variation of the Proposed Asset Preservation Orders Variation following his review of Ms Caddick's books and records.
13. Please let us know if ASIC consents to the Proposed Asset Preservation Orders Variation in relation to the Living Expenses.

Legal and Associated Costs

14. As a result of the commencement of the Proceeding by ASIC and the Asset Preservation Orders, Mr Grimley, in his representative capacity on behalf of Ms Caddick, has been required to retain legal representation to provide legal advice and to appear in the Proceeding.
15. Mr Grimley's Legal and Associated Costs in relation the advice and legal representation are estimated to be, up to and including 8 December 2020, \$55,000 comprised as follows:
- (a) \$25,000 in relation to Williamson & Associates and Counsel (plus GST);
 - (b) \$25,000 in relation to Hogan Lovells and Counsel (plus GST).
16. It is difficult at this stage to estimate Mr Grimley's Legal and Associated Costs beyond 8 December 2020, but a reasonable estimate is \$55,000 for the two-month period from 8 December 2020 to 10 February 2020.
17. We refer to the attached Proposed Asset Preservation Orders Variation by which order 11(a) of the Asset Preservation Orders is proposed to be varied. Please let us know if ASIC consents to the Proposed Asset Preservation Orders Variation in relation to Legal and Associated Costs.

Access to other documents

18. Mr Grimley has very limited insight into what books and records were seized by ASIC, and no itemised list of same. An illegible property seizure record has been provided by ASIC.
19. Mr Grimley repeats the request made in Ms Williamson's letter of 25 November 2020 for:
- (a) a detailed and complete list of all material seized from the Dover Heights Property;
 - (b) (urgently) the return, or at least access to and copies of, [REDACTED] Given the current uncertainties arising from Ms Caddick's disappearance, it is imperative that the [REDACTED] is not further prejudiced by ASIC withholding these records (and Mr Grimley reserves all rights of Ms Caddick's and [REDACTED] in this regard);
 - (c) details of the measures taken by ASIC and/or the AFP to secure Ms Caddick's assets and books and records which are now in their possession; and

- (d) the return of all material seized on 11 November 2020 which does not fall within the scope of the search warrant.

We look forward to hearing from you.

In the meantime, our client reserves all rights.

Yours sincerely



Scott Harris

Budget planner

View : Quarterly

Income	\$	Frequency	\$96
Your take-home pay		Weekly	\$0
Your partner's take-home pay		Weekly	\$0
Bonuses / overtime		Annually	\$0
Income from savings and investments		Monthly	\$0
Centrelink benefits		Fortnightly	\$0
Family benefit payments		Fortnightly	\$0
	\$32.00	Monthly	\$96
Other		Monthly	\$0
Home & utilities	\$	Frequency	-\$82,153
Mortgage & rent (commences early March 2021)	\$19,000.00	Monthly	\$57,000
Body corporate fees (Edgecliff)	\$4,708.00	Quarterly	\$4,708
Council rates	\$816.37	Quarterly	\$816
Furniture & appliances		Annually	\$0
Renovations & maintenance		Annually	\$0
Electricity	\$1,792.00	Quarterly	\$1,792
Gas	\$90.75	Quarterly	\$91
Water	\$300.81	Quarterly	\$301
NBN	\$90.00	Monthly	\$270
Pay TV	\$20.00	Monthly	\$60
Mortgage & rent (Edgecliff)	\$5,000.00	Monthly	\$15,000
Mobile - Anthony Koletti	\$55.00	Monthly	\$165
Other - Cleaner	\$150.00	Weekly	\$1,950
Insurance & financial	\$	Frequency	-\$22,734
Landlord Insurance (Edgecliff)	\$330.00	Annually	\$83
Home & contents insurance	\$5,400.00	Annually	\$1,350
Personal & life insurance (Anthony)	\$160.00	Monthly	\$480
Health insurance	\$498.00	Monthly	\$1,494
Pet Insurance	\$1,350.00	Annually	\$338
Credit card interest		Monthly	\$0
Car Insurance (Mercedes)	\$2,000.00	Annually	\$500
Cash Deposit from MC to EP & BA Grimley Cheque Acc	\$4,000.00	Monthly	\$12,000
Income Protection for MC	\$2,000.00	Monthly	\$6,000
Life Insurance for MC	\$120.00	Monthly	\$360
Legal Fees incldues 10% GST		Monthly	\$0
Back to Base Security	\$520.00	Annually	\$130
Groceries	\$	Frequency	-\$6,740
Supermarket	\$500.00	Weekly	\$6,500
Butcher		Weekly	\$0
Fruit & veg market		Weekly	\$0
Fish shop		Weekly	\$0
Deli & bakery		Weekly	\$0
Pet food	\$80.00	Monthly	\$240
Other		Monthly	\$0
Personal & medical	\$	Frequency	-\$3,560
Cosmetics & toiletries		Monthly	\$0
Hair & beauty		Monthly	\$0
Medicines & pharmacy		Monthly	\$0
Glasses & eye care		Monthly	\$0
Dental (Invisalign, mouth guard)		Monthly	\$0
Doctors & medical (Anthony counselling)	\$200.00	Weekly	\$2,600
Hobbies		Monthly	\$0
Clothing & shoes	\$200.00	Monthly	\$600
Jewellery & accessories		Monthly	\$0
Computers & gadgets		Monthly	\$0
Sports & gym		Monthly	\$0

Education		Monthly	\$0
Pet care & vet	\$120.00	Monthly	\$360
Other		Monthly	\$0
Entertainment & eating-out	\$	Frequency	-\$780
Coffee & tea		Weekly	\$0
Lunches bought		Weekly	\$0
Take-away & snacks		Weekly	\$0
Cigarettes	\$60.00	Weekly	\$780
Drinks & alcohol		Weekly	\$0
Bars & clubs		Monthly	\$0
Restaurants		Monthly	\$0
Books		Monthly	\$0
Newspapers & magazines		Monthly	\$0
Movies & music		Monthly	\$0
Holidays		Annually	\$0
Celebrations & gifts		Monthly	\$0
Other		Monthly	\$0
Transport & auto	\$	Frequency	-\$5,425
Bus & train & ferry	\$50.00	Weekly	\$650
Petrol	\$100.00	Weekly	\$1,300
Road tolls & parking	\$100.00	Weekly	\$1,300
Rego & licence	\$700.00	Annually	\$175
Repairs & maintenance	\$2,000.00	Quarterly	\$2,000
Fines		Monthly	\$0
Airfares		Annually	\$0
Other		Monthly	\$0
Children	\$	Frequency	\$40,765
Dental - (Invisalign, mouthguard)	\$10,000.00	Annually	\$2,500
Mobile Phone -	\$55.00	Monthly	\$165
Doctors & medical (counselling)	\$200.00	Weekly	\$2,600
Childcare		Monthly	\$0
Sports & activities (boxing)	\$75.00	Monthly	\$225
School fees	\$10,000.00	Quarterly	\$10,000
Excursions		Monthly	\$0
School uniforms	\$3,000.00	Annually	\$750
Other school needs		Monthly	\$0
Child support payment		Monthly	\$0
Other (Mortgage covered through the first 3 months)	-\$4,385.00	Weekly	\$57,005
Summary			-\$80,531

You are spending more than you earn.

Wiggins, Evy

From: Harris, Scott
Sent: 07 December 2020 13:20
To: Emman Farroukh
Cc: Nicolette Bearup; Marina Kofman; Wiggins, Evy
Subject: NSD1220/2020 - Caddick & Anor ats ASIC
Attachments: Caddick - Copy of Dover Heights Budget v7 Inc Edgecliff Streamlined (Re....pdf)

Dear Ms Farroukh

We refer to our letter of 4 December 2020, and in particular the schedule of the Living Expenses that was attached to the letter.

We now attach a revised schedule of the Living Expenses. Based on that revised schedule, the Living Expenses are \$64,836 for the three-month period from 10 November 2020 to 10 February 2021, or \$21,612 per calendar month.

We also refer to our telephone discussion this morning and note your indication that ASIC is still considering its position in relation to our correspondence and will revert to us later this afternoon. We note that, in his email of 3 December 2020, the Associate to the Honourable Justice Farrell requested that “any further documents to be relied upon at the hearing (including proposed orders or documents that would ordinarily be handed up during the hearing) should be provided electronically to chambers via this email address **by 3 pm on Monday, 7 December 2020.**” We foreshadow that, in the circumstances, we may need to inform the Associate that further time may be required to provide the documents upon which our client will rely.

We look forward to hearing from you.

Regards

Scott Harris

Partner

Hogan Lovells

Level 17
20 Martin Place
Sydney NSW 2000

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Budget planner

View : Quarterly

Income	\$	Frequency	\$0
Your take-home pay		Weekly	\$0
Your partner's take-home pay		Weekly	\$0
Bonuses / overtime		Annually	\$0
Income from savings and investments		Monthly	\$0
Centrelink benefits		Fortnightly	\$0
Family benefit payments		Fortnightly	\$0
		Monthly	\$0
Other		Monthly	\$0

Home & utilities	\$	Frequency	-\$82,153
Mortgage & rent (commences early March 2021)	\$19,000.00	Monthly	\$57,000
Body corporate fees (Edgecliff)	\$4,708.00	Quarterly	\$4,708
Council rates	\$816.37	Quarterly	\$816
Furniture & appliances		Annually	\$0
Renovations & maintenance		Annually	\$0
Electricity	\$1,792.00	Quarterly	\$1,792
Gas	\$90.75	Quarterly	\$91
Water	\$300.81	Quarterly	\$301
NBN	\$90.00	Monthly	\$270
Pay TV	\$20.00	Monthly	\$60
Mortgage & rent (Edgecliff)	\$5,000.00	Monthly	\$15,000
Mobile - Anthony Koletti	\$55.00	Monthly	\$165
Other - Cleaner	\$150.00	Weekly	\$1,950

Insurance & financial	\$	Frequency	-\$22,734
Landlord Insurance (Edgecliff)	\$330.00	Annually	\$83
Home & contents insurance	\$5,398.00	Annually	\$1,350
Personal & life insurance (Anthony)	\$160.00	Monthly	\$480
Health insurance	\$498.00	Monthly	\$1,494
Pet Insurance	\$1,350.00	Annually	\$338
Credit card interest		Monthly	\$0
Car Insurance (Mercedes)	\$2,000.00	Annually	\$500
Cash Deposit from MC to EP & BA Grimley Cheque Acc	\$4,000.00	Monthly	\$12,000
Income Protection for MC	\$2,000.00	Monthly	\$6,000
Life Insurance for MC	\$120.00	Monthly	\$360
Legal Fees incudes 10% GST		Monthly	\$0
Back to Base Security	\$520.00	Annually	\$130

Groceries	\$	Frequency	-\$6,740
Supermarket	\$500.00	Weekly	\$6,500
Butcher		Weekly	\$0
Fruit & veg market		Weekly	\$0
Fish shop		Weekly	\$0
Deli & bakery		Weekly	\$0
Pet food	\$80.00	Monthly	\$240
Other		Monthly	\$0

Personal & medical	\$	Frequency	-\$3,560
Cosmetics & toiletries		Monthly	\$0
Hair & beauty		Monthly	\$0
Medicines & pharmacy		Monthly	\$0
Glasses & eye care		Monthly	\$0
Dental (Invisalign, mouth guard)		Monthly	\$0
Doctors & medical (Anthony counselling)	\$200.00	Weekly	\$2,600
Hobbies		Monthly	\$0
Clothing & shoes	\$200.00	Monthly	\$600
Jewellery & accessories		Monthly	\$0
Computers & gadgets		Monthly	\$0
Sports & gym		Monthly	\$0

Education		Monthly	\$0
Pet care & vet	\$120.00	Monthly	\$360
Other		Monthly	\$0
Entertainment & eating-out	\$	Frequency	-\$780
Coffee & tea		Weekly	\$0
Lunches bought		Weekly	\$0
Take-away & snacks		Weekly	\$0
Cigarettes	\$60.00	Weekly	\$780
Drinks & alcohol		Weekly	\$0
Bars & clubs		Monthly	\$0
Restaurants		Monthly	\$0
Books		Monthly	\$0
Newspapers & magazines		Monthly	\$0
Movies & music		Monthly	\$0
Holidays		Annually	\$0
Celebrations & gifts		Monthly	\$0
Other		Monthly	\$0
Transport & auto	\$	Frequency	-\$2,885
Bus & train & ferry	\$50.00	Weekly	\$650
Petrol	\$100.00	Weekly	\$1,300
Road tolls & parking	\$20.00	Weekly	\$260
Rego & licence	\$700.00	Annually	\$175
Repairs & maintenance	\$500.00	Quarterly	\$500
Fines		Monthly	\$0
Airfares		Annually	\$0
Other		Monthly	\$0
Children	\$	Frequency	\$54,015
Dental - (Invisalign, mouthguard)	\$5,000.00	Annually	\$1,250
Mobile Phone -	\$55.00	Monthly	\$165
Doctors & medical (counselling)	\$200.00	Weekly	\$2,600
Childcare		Monthly	\$0
Sports & activities (boxing)	\$75.00	Monthly	\$225
School fees	\$10,000.00	Quarterly	\$10,000
Excursions		Monthly	\$0
School uniforms	\$3,000.00	Annually	\$750
Other school needs		Monthly	\$0
Cash Deposit from MC to EP & BA Grimley Cheque Acc	-\$4,000.00	Monthly	\$12,000
Other (Mortgage covered through the first 3 months)	-\$4,385.00	Weekly	\$57,005
Summary			-\$64,836

You are spending more than you earn.

