

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 8/02/2022 5:52:20 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: NSD616/2021
File Title: WESTPAC BANKING CORPORATION ABN 33 007 457 141 & ANOR v
FORUM FINANCE PTY LIMITED (IN LIQUIDATION) ACN 153 301 172
& ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF
AUSTRALIA



Sia Lagos

Dated: 8/02/2022 5:58:40 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.



Form 59
Rule 29.02(1)

Affidavit

No. NSD of 616/2021

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

Westpac Banking Corporations ABN 33 007 457 141 and another named in the Schedule
Applicants

Forum Finance Pty Ltd ACN 153 301 172 (in Liquidation) and others named in the
Schedule
Respondents

Affidavit of: **Sarwar (Sazz) Nasimi**
Address: Level 6, 140 William Street, Melbourne 3000
Occupation: Legal practitioner
Date: 8 February 2022

Contents

Document number	Details	Paragraph	Page
1.	Affidavit of Sarwar (Sazz) Nasimi sworn 9 November 2021	1-23	2-5
2	Exhibit SN-3 being a paginated bundle of documents		1-25

Filed on behalf of (name & role of party) Vincenzo Frank Tesoriero, Third Respondent
Prepared by (name of person/lawyer) Sazz Nasimi
Law firm (if applicable) Madgwicks Lawyers
Tel 03 9242 4720 Fax 03 9242 4777
Email Sazz.Nasimi@Madgwicks.com.au
Address for service Level 6, 140 Williams Street, Melbourne 3000 VIC
(include state and postcode)

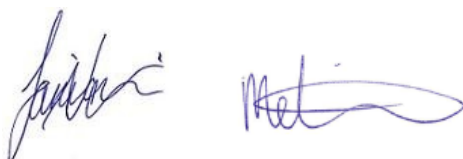
[Version 3 form approved 02/05/2019]

I, Sarwar (Sazz) Nasimi, of Level 6,140 William Street Melbourne in the State of Victoria hereby make Oath and Say:

1. I am a legal practitioner and a partner within the law firm Madgwicks.
2. I make this affidavit from my own knowledge save where otherwise indicated. Where I depose to matters that I have been informed of by others, I believe those matters to be true and correct.
3. Madgwicks represents the Third Respondent and his associated entities in the present proceeding, and I am the responsible partner within the firm with the ultimate care and conduct of the matter on their behalf.
4. Annexed to this affidavit and shown to me at the time of swearing this affidavit is a paginated bundle of documents marked "SN-3". This exhibit contains all the documents referred to in my affidavit. Where reference is made to specific document or part of a document, contained within "SN-3", it will be referred to by my initials followed by the page number on which that document or reference appears, i.e **SN-#**.
5. I refer to my affidavit sworn on 9 November 2021 in this proceeding and in particular the portions of that affidavit which commences at 13 through to 21.

Pleadings

6. On 21 July 2021, the Applicant filed in the proceeding NSD 616/2021 their Statement of Claim, which contained, as at that point in time, 1486 paragraphs spanning over 297 pages.
7. On 11 August 2021 the Applicant filed as Amended Statement of Claim which contained 542 pages and in excess of 2300 paragraphs.
8. On or about 23 August 2021, Fortis law, acting for the respondents as they then were, requested from the Applicant further and better particulars of the Amended Statement of Claim.
9. In response to the Fortis request, the Applicant submitted particulars which consisted of a further 15 pages of documents.
10. On or about 23 September 2021, the Applicants filed the Further Amended Statement of Claim (FASOC) which contained 2,771 paragraphs and spanned 599 pages.

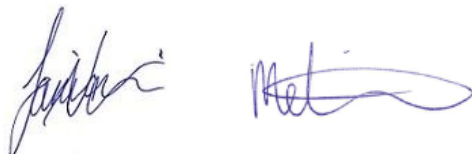
Two handwritten signatures in blue ink are located at the bottom of the page. The signature on the left is more stylized and appears to be 'S. Nasimi'. The signature on the right is more cursive and appears to be 'M. Madgwicks'.

11. The FASOC did not incorporate the particulars that had previously been sought by the respondent and provided by the Applicant. As a result, the Applicant's FASOC had to be read with the further and better particulars provided on 14 September 2021.
12. On 5 November 2021, the Applicant filed a SFASOC and again the Applicant did not incorporate the particulars that had been sought and provided on the previous two occasions such that SFASOC had to be read alongside two further documents being the original and subsequent response to Respondent's request for particulars dated 23 August 2021.
13. Despite the previous versions of the pleadings, the SFASOC was again found to be lacking in particulars such that the Respondent was again compelled to request further and better particulars from the applicant. When doing so, the Respondent did suggest to the Applicant that it may be prudent to file a 3rd further amended statement of claim but which incorporated the particulars that had been provided on the two earlier occasions.
14. On 31 January 2022, the Applicant provided its response to the most recent request for particulars. Unfortunately, the Respondents suggestion of incorporating all the particulars into one document had not been taken up by the Applicant and as a result, in order to properly understand the Applicant's claim as pleaded in the SFASOC, one was required to read both responses to the Respondents' request for particulars. In this regard, Madgwicks were provided with a letter from MinterEllison which stated the following:

"Although you have requested that we include these particulars in a third further amended statement of claim, we consider that such a course is unnecessary at this stage, particularly in circumstances where detailed particulars have already been provided to Fortis Law in our letter of 14 September 2021 and to you in our letter of 22 September 2021 (22 September Letter) in response to Fortis Law's letter of 23 August 2021 regarding the Amended Statement of Claim (ASOC)."

A true copy of the letter is exhibited at SN-3 at pages 1 to 25.

15. The response to the particulars sought for the SFASOC consisted of 25 pages and made a further reference to approximately 240 documents and each document consisting of multiple pages. Thus in totality, the pleadings and the documents referred to within the pleadings alone consisted of some 1400 pages being the equivalent of some 3 lever arch folders.




16. Furthermore, the Respondent in the present matter is also simultaneously contending with claims having been brought by the liquidators in proceeding NSD 747/2021. These proceedings are equivalent in size and scope to that brought by the Applicant in the present proceeding.
17. In addition to the above, the Respondent has also had to attend to addressing several statutory demands that have been served on various entities related to it by the liquidators.
18. On 5 November 2021, SMBC Leasing and Finance Inc (**SMBC**) joined the Third Respondent's related entities to proceeding NSD681/2021. The Interlocutory Application and Amended Statement of Claim filed by SMBC consist of 174 pages with just the Amended Statement of Claim consisting of 538 paragraphs pleaded over 174 pages.

Fortis Law Taxation

19. As indicated to the Court previously, the Third Respondent was being sued by its previous legal representative in relation to outstanding legal fees. These legal fees equate to \$233,660.52.
20. On or about 15 December 2021, Fortis Law issued a summons for taxation for their legal fees associated with the present matter.
21. Madgwicks has made enquiries of a costs consultant in order to assist in responding to the summons. I am informed by the tax consultant that following a preliminary review, they believe that they will require 20-25 hours in order to assist in the matter from start to end.
22. I am informed by the costs consultant that their fees will be in the amount of \$7,900-\$9,875 plus GST which includes attending at a contested hearing.

Evidence

23. On 4 February 2022, Westpac and SMBC filed the evidence they intend to rely on in proceedings NSD616/2021 and NSD747/2021. Westpac filed 20 affidavits which include a voluminous amount of exhibits. SMBC filed four affidavits which include 148 pages including exhibits.



24. As at the date of swearing this affidavit, there have been 114 subpoenas issued across proceedings NSD616/2021 and NSD681/2021.

25. I estimate that thousands of documents have been produced pursuant to subpoenas which will be required to be reviewed by a number of lawyers over a few days.

Legal Costs

23. At paragraph 21 of my affidavit sworn on 9 November 2021, I provided a table which contained my best estimate of legal fees expected to be incurred by the Respondent. Having regard to the above matters, I am compelled to revise the estimate previously provided. The following table provides the updated estimate:

	Senior Counsel		Junior Counsel		Fortis Law	Madgwicks
	Days	\$	Days	\$	\$	\$
Works conducted by previous solicitors					\$233,660.52	
Fees charged to date	-	\$126,472.50	-	\$28,500		\$94, 962.51
Appearance at hearing on 9 February 2022	1	\$9,900	1	\$2,500		\$2,625
Strike out application by Mr Tesoriero including preparation and appearance	4	\$34,650	4	\$10,000		\$10,745
Interlocutory applications	8	\$79,200	10	\$25,000		\$39,445
Reviewing further and better particulars and related documents	2	\$19,800	2	\$5,000		\$6,825

including conferring with counsel and instructing solicitors						
Attendance to drafting defence	3	\$29,700	4	\$10,000		\$8,785
Miscellaneous Interlocutory/client updates	1	\$9,900	2	\$5,000		\$36,715
Sub-total		\$309,622.50		\$86,000	\$233,660.52	\$102,515
	Total	\$731,798				


The contents of this my affidavit are true and correct and I make it knowing that a person making a false affidavit may be prosecuted for the offence of perjury.

Sworn by Sarwar (Sazz) Nasimi)

at Melbourne on 8 February 2022)

Before me:





Melissa Passarelli
 6th Floor, 140 William St, Melbourne, Vic, 3000
 An Australian Legal Practitioner
 within the meaning of the
 Legal Profession Uniform Law (Victoria).

As a witness, I certify the following matters concerning the person who made this affidavit (deponent):

1. This affidavit is witnessed over audio visual link in accordance with Part 2B of the Electronic Transactions Act 2000 (NSW).
2. I observed the deponent signing a copy of this affidavit in real time.
3. I attest or otherwise confirm witnessing the deponent's signature by signing this affidavit.
4. I am reasonably satisfied this affidavit signed by me is a copy of the affidavit signed by the deponent.
5. I have known the person for at least 12 months.

Schedule of Parties

No. NSD616 of 2021

Federal Court of Australia

District Registry: New South Wales

Division: General

Applicants

First Applicant Westpac Banking Corporation ABN 33 007 457 141

Second Applicant Westpac New Zealand Limited (company registration number company number 1763882)

Respondents

First Respondent Forum Finance Pty Limited (in liquidation) ACN 153 301 172

Second Respondent: Basile Papadimitriou

Third Respondent Vincenzo Frank Tesoriero

Fourth Respondent: Forum Group Financial Services Pty Ltd (provisional liquidators appointed) ACN 623 033 705

Fifth Respondent: Forum Group Pty Ltd (Receivers Appointed) (in liquidation) ACN 153 336 997

Sixth Respondent: Forum Enviro Pty Ltd (provisional liquidators appointed) ACN 168 709 840

Seventh Respondent: Forum Enviro (Aust) Pty Ltd (provisional liquidators appointed) ACN 607 484 364

Eighth Respondent 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662

Ninth Respondent 14 James Street Pty Ltd (in liquidation) ACN 638 449 206

Tenth Respondent 26 Edmonstone Road Pty Ltd (in liquidation) ACN 622 944 129

Eleventh Respondent 5 Bulkara Street Pty Ltd (in liquidation) ACN 630 982 160

Twelfth Respondent 6 Bulkara Street Pty Ltd (in liquidation) ACN 639 734 473

Thirteenth Respondent 23 Margaret Street Pty Ltd ACN 623 715 373

Fourteenth Respondent 1160 Glen Huntly Road Pty Ltd ACN 639 447 984

Fifteenth Respondent 14 Kirwin Road Morwell Pty Ltd ACN 641 402 093

Sixteenth Respondent Canner Investments Pty Ltd ACN 624 176 049

Seventeenth Respondent 123 High Street Taradale Pty Ltd ACN 639 872 512

Eighteenth Respondent 160 Murray Valley Hwy Lake Boga Pty Ltd ACN 641 392 921

Nineteenth Respondent 31 Ellerman Street Dimboola Pty Ltd ACN 641 392 887

Twentieth Respondent 4 Cowslip Street Violet Town Pty Ltd ACN 639 872 352

Twenty-First Respondent 55 Nolan Street Maryborough Pty Ltd ACN 641 392 912

Twenty-Second Respondent 89 Betka Road Mallacoota Pty Ltd ACN 641 393 179

Twenty-Third Respondent 9 Gregory Street Ouyen Pty Ltd ACN 641 392 707

Twenty-Fourth Respondent 9 Main Street Derrinalum Pty Ltd ACN 639 872 736

Twenty-Fifth Respondent 286 Carlisle Street Pty Limited ACN 610 042 343

Twenty-Sixth Respondent 275 High Street Golden Square Pty Ltd ACN 639 870 545

Twenty-Seventh Respondent Mazcon Investments Hellas IKE

Twenty-Eighth Respondent Palante Pty Ltd ACN 135 344 151

Twenty-Ninth Respondent Anastasios Giamouridis

Thirtieth Respondent The Forum Group of Companies Pty Ltd (in liquidation) ACN 151 964 626

Thirty-First Respondent Iugis Pty Ltd (in liquidation) ACN 632 882 243

Thirty-Second Respondent Iugis (UK) Limited

Thirty-Third Respondent Iugis Holdings Limited

Thirty-Fourth Respondent Iugis Global Financial Services Limited

Thirty-Fifth Respondent Iugis Finance Limited

Thirty-Sixth Respondent Spartan Consulting Group Pty Ltd (in liquidation) ACN 168 989 544 ACN

Thirty-Seventh Respondent Intrashield Pty Ltd (in liquidation) ACN 133 426 534

Thirty-Eighth Respondent Tesoriero Investment Group Pty Ltd ACN 161 088 115

Thirty-Ninth Respondent Mangusta (Vic) Pty Ltd ACN 631 520 682

Fortieth Respondent 193 Carlisle Street Enterprises Pty Ltd ACN 612 615 237

Forty-First Respondent 8-12 Natalia Ave Oakleigh Pty Ltd ACN 643 838 626

Forty-Second Respondent Iugis Hellas IKE

Forty-Third Respondent Iugis Energy SA

Exhibit certificate

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

No. NSD 616 of 2021

Westpac Banking Corporations ABN 33 007 457 141

Applicant

Forum Finance Pty Ltd ACN 153 301 172 (in Liquidation) and others according to the
Schedule

Respondents

This is the exhibit marked “**SN-3**” now produced and shown to Sazz (Sarwar) Nasimi at the time of swearing his affidavit on 8 February 2022 before me:



Solicitor

Melissa Passarelli
6th Floor, 140 William St, Melbourne, Vic, 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria).



MinterEllison

31 January 2021

BY EMAIL: sazz.nasimi@madgwicks.com.au

Sazz Nasimi
Partner
Madgwicks Lawyers
Level 6, 140 William Street
Melbourne VIC 3000

Dear Mr Nasimi

Westpac Banking Corporation & Anor v Forum Finance Pty Limited & Ors - Federal Court of Australia Proceeding NSD616/2021 (Proceedings)

1. We refer to your letter dated 3 December 2021 requesting further and better particulars of our clients' Second Further Amended Statement of Claim filed 10 August 2021 (**2FASOC**) and to the Orders of Justice Lee dated 12 November 2021.
2. As in your letter, terms defined in the 2FASOC have the same meaning in this letter.
3. This letter provides, where appropriate, further particulars of the paragraphs of the 2FASOC referred to in your letter. Although you have requested that we include these particulars in a third further amended statement of claim, we consider that such a course is unnecessary at this stage, particularly in circumstances where detailed particulars have already been provided to Fortis Law in our letter of 14 September 2021 and to you in our letter of 22 September 2021 (**22 September Letter**) in response to Fortis Law's letter of 23 August 2021 regarding the Amended Statement of Claim (**ASOC**).
4. In many instances, your letter requested further particulars of allegations which we have already provided to you in response to Fortis Law's previous requests, or which were already adequately particularised in the 2FASOC. In many instances, your requests extend beyond a request for particulars, necessary for your client to know the case he is to meet at trial and to confine the proceedings at trial, into a request for evidence or are in the nature of interrogatories. In order to facilitate the expeditious conduct of the proceedings, we have responded to these matters even though the requests are not proper requests for particulars. Further particulars will be provided to you in respect of some matters after service of evidence and the completion of discovery, if applicable.

Part C: The Scheme

5. The below facts, matters and circumstances of the Scheme are a matter for evidence. However, Westpac and WNZL intend to rely on the following facts, matters and circumstances, among others.

Paragraph 55

6. In response to Request 1 in relation to paragraph 55 of the 2FASOC, paragraph 12 of our 22 September Letter already details the facts, matters and circumstances from which it can be inferred that Mr Tesoriero devised the Scheme with Mr Papas pleaded in paragraph 55 of the ASOC, not paragraph 35 as erroneously stated. The request is also inappropriate as Westpac and WNZL are not required to prove (let alone plead) the "usual details" of the conspiracy. Conspiracy is proved by proving overt acts from which the conspiracy, the content of which is known only to the conspirators, is proven by inference.
7. In addition to paragraph 12 of the 22 September Letter, the following further facts, matters and circumstances are relied upon:



- (a) Further to that set out in paragraph 12(a) of our 22 September Letter, Mr Tesoriero has been involved in the Forum business since at least February 2013, attending board meetings for TFGC see for example [FOG.1000.0008.0753](#); [FOG.1000.0008.1084](#) and [FOG.1000.0008.1085](#) and “Executive Meetings” for Forum: see for example [FOG.1000.0008.1940](#) and [FOG.1000.0008.1941](#).
- (b) In addition to being privy to TFGC’s financial information and that of its controlled entities from 1 October 2014, as set out at paragraph 12(c) of our 22 September Letter, Mr Tesoriero was privy to TFGC’s financial information as at the time that the Scheme was devised (see for example email from Tony Bouchahine (**Mr Bouchaine**), Chief Financial Officer for Forum, attaching the TFGC company structure and its financial statements for the years ending 30 June 2016 and 30 June 2017: [FOG.1000.0001.6954](#), [FOG.1000.0001.6955](#), [FOG.1000.0001.6956](#), [FOG.1000.0001.6998](#). Mr Tesoriero was also provided with TFGC’s FY 2018 accounts: see [FOG.1000.0003.2165](#) and [FOG.1000.0003.2168](#); FY 2019 accounts: see [FOG.1000.0004.4751](#) and [FOG.1000.0004.4752](#); and FY 2020 accounts: see [FOG.1000.0004.5114](#) and [FOG.1000.0004.5115](#).
- (c) As at the date of incorporation of FGFS, 23 November 2017, Mr Tesoriero was aware that Mr Bouchahine had instructed the Forum group of companies’ accountants that the services to be provided by FGFS were “financial services”, when no such services were in fact provided by it: see [FOG.1000.0007.9073](#).
- (d) On 23 March 2018, Mr Tesoriero emailed Mr Papas a list of purchases for which he required finance from “Forum”, totalling \$2.125m: see [FOG.1000.0002.2616](#). On 25 March 2018 a further list was email to Mr Papas: see [FOG.1000.0002.2590](#). It can be inferred from these requests that Mr Tesoriero had the ability to direct, and in fact directed, TFGC and FGFS’s expenditure prior to the time of devising and implementing the Scheme and therefore had the relevant knowledge of those entities’ spending at the time the Scheme was devised.
- (e) Mr Tesoriero held an authorisation for FGFS’ NAB bank account number 271058642: see [FOG.1000.0003.9690](#), and apparently used that authorisation to cause transactions on the account: see [FOG.1000.0001.6613](#) and [FOG.1000.0005.9543](#). From this it can be inferred that Mr Tesoriero knew where FGFS obtained funds and to whom it dispersed those funds, providing further particularisation of the matters set out in paragraph 12(e) of our 22 September Letter.
- (f) Mr Tesoriero and Mr Papas, from time to time, exchanged emails about acquisitions that could be financed through Forum and the funds that could be extracted from FGFS: see for example [FOG.1000.0002.7062](#); [FOG.1000.0002.9301](#); and [FOG.1000.0003.0767](#). It is to be inferred from these emails that Mr Tesoriero and Mr Papas intended for Forum entities, including FGFS, to be used to purchase assets and properties from funds unlawfully obtained from the Scheme.
- (g) From as early as August 2018, Mr Tesoriero regularly received from Mr Bouchahine or from Brandon Chin, an accountant working with the Forum group, a schedule titled “BP & VT Outstanding Payments” or “Outstanding and Recurring Payments for BP & VT” which recorded third party payments and finance repayments to be made in relation to properties and assets purchased with funds obtained through the Scheme including those owned by the Tesoriero Entities and Jointly Owned Entities and used for Mr Tesoriero and Mr Papas’ benefit, for example rental properties, motor vehicles and boats: see for example [FOR.001085373](#) and [FOR.001085374](#). From at least July 2020 these schedules disclosed FGFS’ Cashflow including disclosing that funds from the “ORCA bank account” were a source of cashflow (including amounts described as “future funding” meaning payments received in relation to financing transactions which did not then exist), and referred to recurring payments to be made to “funders”, including “BHO”, “SMBC” and “Flexi” (see worksheet titled “Recurring”) and referred to payments to be made for “Funding for Forum group”; “Funding for Iugis”, and “BHO – New Funder” (see worksheet titled “FGFS”): see [FOG.1000.0001.3302](#), [FOG.1000.0001.3303](#),. A detailed list of these spreadsheets, and the date on which each was provided to Mr Tesoriero, is annexed at **Annexure A** to this letter.

- (h) At the time of receipt of the schedules referred to in the previous paragraph, Mr Tesoriero knew that at least Forum Finance acted as an intermediary in equipment finance transactions and that the money received from financiers (including Westpac and WNZL) was paid by those financiers for the purpose of acquisition of the equipment subject of the finance arrangement with the debtor (or occasionally to refinance equipment subject of an equipment finance arrangement which that debtor had with another creditor). Forum Finance and FGFS had no entitlement to use the principal sum raised, or to raise money prior to completion of a genuine equipment finance agreement. On receipt of the schedules (if not before) Mr Tesoriero knew that money paid by the financiers for the purpose of funding equipment leases was not used for that purpose but was used to fund FGFS and for various purposes including the acquisition of properties and other chattels for the benefit of Mr Papas and Mr Tesoriero, payments to the benefit of Mr Papas and Mr Tesoriero, payment of debts owed by companies ultimately owned by Mr Papas and Mr Tesoriero and to other companies in the Forum Group or which were owned by Mr Papas.
- (i) Mr Tesoriero also directed payments to be made by FGFS to his account, or to entities associated with him, see for example: [FOR.000569394](#), [FOR.001352750](#); [FOR.001352845](#); [FOR.001411033](#); [FOG.1000.0001.6552](#); [FOG.1000.0002.4504](#); [FOG.1000.0003.7329](#) and [FOG.1000.0003.7330](#). A detailed list of the occasions on which Mr Tesoriero made directions as to the use of funds from FGFS is annexed at **Annexure B**.

8. With respect to the specific requests made in Request 1, we respond as follows:

- (a) As to Request 1(a), as pleaded at paragraph 55, the precise date on which the Scheme was devised is not known to Westpac and WNZL, but it is alleged to have been no later than 31 August 2018, or alternatively, 13 September 2018. The precise date is not required for your client to know the case he is to meet.
- (b) As to Request 1(b), a request as to the manner by which the Scheme is alleged to have been devised is not a proper request for particulars and is a matter for evidence. The material fact is the Scheme, not how it came to be. Westpac and WNZL rely on inferences arising from various facts, matters and circumstances as pleaded and particularised in establishing the creation of the Scheme.
- (c) As to Request 1(c), contrary to what is stated at paragraph 1(c) of your letter, it is not alleged in paragraph 55 that Mr Papas and Mr Tesoriero devised the Scheme *with* the “persons or entities related to one or both of them (including entities that they would later bring into existence)”, but that the scheme *involved* these persons or entities. The persons or entities known to Westpac and WNZL are pleaded throughout the 2FASOC, including in paragraph 1844, and are listed as follows.
- (i) Forum Group Financial Services Pty Ltd (in liquidation) ACN 623 033 705;
 - (ii) Forum Group Pty Ltd (Receivers Appointed) (in liquidation) ACN 153 336 997;
 - (iii) Forum Enviro Pty Ltd (in liquidation) ACN 168 709 840;
 - (iv) Forum Enviro (Aust) Pty Ltd (in liquidation) ACN 607 484 364;
 - (v) 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662;
 - (vi) 14 James Street Pty Ltd (in liquidation) ACN 638 449 206;
 - (vii) 26 Edmonstone Road Pty Ltd (in liquidation) ACN 622 944 129;
 - (viii) 5 Bulkara Street Pty Ltd (in liquidation) ACN 630 982 160;
 - (ix) 6 Bulkara Street Pty Ltd (in liquidation) ACN 639 734 473;
 - (x) 23 Margaret Street Pty Ltd ACN 623 715 373;
 - (xi) 1160 Glen Huntly Road Pty Ltd ACN 639 447 984;

- (xii) 14 Kirwin Road Morwell Pty Ltd ACN 641 402 093;
 - (xiii) Canner Investments Pty Ltd ACN 624 176 049;
 - (xiv) 123 High Street Taradale Pty Ltd ACN 639 872 512;
 - (xv) 160 Murray Valley Hwy Lake Boga Pty Ltd ACN 641 392 921;
 - (xvi) 31 Ellerman Street Dimboola Pty Ltd ACN 641 392 887;
 - (xvii) 4 Cowslip Street Violet Town Pty Ltd ACN 639 872 352;
 - (xviii) 55 Nolan Street Maryborough Pty Ltd ACN 641 392 912;
 - (xix) 89 Betka Road Mallacoota Pty Ltd ACN 641 393 179;
 - (xx) 9 Gregory Street Ouyen Pty Ltd ACN 641 392 707;
 - (xxi) 9 Main Street Derrinallum Pty Ltd ACN 639 872 736;
 - (xxii) 286 Carlisle Street Pty Limited ACN 610 042 343;
 - (xxiii) 275 High Street Golden Square Pty Ltd ACN 639 870 545;
 - (xxiv) Mazcon Investments Hellas IKE;
 - (xxv) Palante Pty Ltd ACN 135 344 151;
 - (xxvi) The Forum Group of Companies Pty Ltd (in liquidation) ACN 151 964 626;
 - (xxvii) Iugis Pty Ltd (in liquidation) ACN 632 882 243;
 - (xxviii) Iugis (UK) Limited;
 - (xxix) Iugis Holdings Limited;
 - (xxx) Iugis Global Financial Services Limited;
 - (xxxi) Iugis Finance Limited;
 - (xxxii) Spartan Consulting Group Pty Ltd (in liquidation) ACN 168 989 544;
 - (xxxiii) Intrashield Pty Ltd (in liquidation) ACN 133 426 534;
 - (xxxiv) Tesoriero Investment Group Pty Ltd ACN 161 088 115;
 - (xxxv) Mangusta (Vic) Pty Ltd ACN 631 520 682;
 - (xxxvi) 193 Carlisle Street Enterprises Pty Ltd ACN 612 615 237;
 - (xxxvii) 8-12 Natalia Ave Oakleigh Pty Ltd ACN 643 838 626;
 - (xxxviii) Iugis Hellas IKE;
 - (xxxix) Iugis Energy SA;
 - (xl) Giovanni (John) Tesoriero;
 - (xli) Moussa (Tony) Bouchahine; and
 - (xlii) Louisa Maria Agostino.
- (d) As to request 1(d), the substance of the means or process by which Mr Papas and/or Mr Tesoriero planned to obtain money dishonestly and fraudulently from Westpac and WNZL is pleaded at paragraph 56 of the 2FASOC.

- (e) As to request 1(e), the request mistakes the pleading. The allegation is that (relevantly) Mr Papas and Mr Tesoriero devised a Scheme involving Forum Finance and others to obtain money dishonestly and fraudulently. That is not a pleading of knowledge, but a characterisation of the devised conduct. It also follows from the allegation that Mr Papas and Mr Tesoriero devised the fraudulent and dishonest Scheme that they knew the Scheme was fraudulent and dishonest, each of which are objective characterisations. Further, that the Scheme would involve Mr Tesoriero dishonestly and fraudulently obtaining money that he was not entitled to receive follows from the nature of the Scheme, in that it did in fact involve him dishonestly and fraudulently obtaining money that he was not entitled to receive as well as the facts, matters and circumstances set out in paragraph 7 above and the matters set out in paragraph 12 of our 22 September Letter, including paragraph 12(m).

Paragraph 56

9. In response to Request 2 regarding paragraph 56(f), we have provided you with the total figures of the funds dispersed to Mr Tesoriero or companies related to him which have been identified by Westpac and WNZL in paragraph 14 of our 22 September Letter, noting that particulars of further funds and payments used and dispersed to Mr Tesoriero will be provided after evidence. Westpac and WNZL's case that the funds were dispersed by implementation of the Scheme. The request for the "usual calculations" is otherwise not a proper request for particulars. The material fact is the dispersal of funds and, we accept, a proper particular of that allegation is identification of to whom the dispersal was made and the amount of that dispersal.
10. With respect to the funds disbursed to Mr Tesoriero, the individual payments that have been identified by Westpac and WNZL to date, and the date on which each was made by FGFS, is set out in particular (i) to paragraph 1895 of the 2FASOC. Our 22 September Letter referred to FGFS' bank statements which evidence many of these payments. As the bank statements were accidentally omitted from enclosure with that letter, a copy of the bank statements and FGFS' balance sheet is now **enclosed**. The precise details of each of the payments is (at the highest) a matter for evidence and will be disclosed as part of Westpac and WNZL's evidence.
11. With respect to funds disbursed to companies related to Mr Tesoriero, we refer to the FGFS balance sheet together with the worksheets included in FGFS's Xero records (**enclosed**) which record payments made to or to the benefit of the companies related to Mr Tesoriero. While the characterisation of the payments in the Xero records as "loans" from FGFS is not accepted, Westpac and WNZL rely on those records as recording payments made to and for the benefit of the relevant entities.
12. In response to Request 3 regarding paragraph 56(h), we repeat paragraphs 9 to 11 above. We add that the request for the "usual details" is also not a proper request for particulars.
13. In response to Request 4, paragraph 56 does not contain any allegations as to Mr Tesoriero's involvement in the operation of the Scheme beyond the receipt and use of funds (see the chapeau to paragraph 56). The actions taken by Mr Tesoriero in furtherance of the Scheme Agreement are pleaded at paragraph 1900 of the 2FASOC, which we note is the subject of separate requests numbered 28 to 36 in your letter to which we respond accordingly below.

Paragraph 57

14. We have responded to Requests 5(a) and (c) in our response to Request 1 at paragraphs 6 to 8 above. Further, the dishonest and fraudulent intent follows from the nature of the Scheme. As to Request 5(b), the facts, matters and circumstances relied upon for the allegation that Mr Tesoriero implemented the Scheme are the matters specified in paragraph 12 of our 22 September Letter, the matters specified at paragraphs 6 to 8 above and the matters pleaded at paragraph 1900 of the 2FASOC. Further:
- (a) Mr Tesoriero was involved in the selection and purchase of properties and the execution of contracts for sale of certain of the properties purchased by the Jointly Owned Entities and the Tesoriero Entities: see for example [FOG.1000.0003.1468](#); [FOG.1000.0004.2645](#); [FOG.1000.0003.4901](#) and [FOG.1000.0011.3341](#);

- (b) Mr Tesoriero was involved in causing new entities to be incorporated for the purposes of purchasing properties, including certain of the Jointly Owned Entities and the Tesoriero Entities, which used money fraudulently obtained from our clients to fund those purchases: see for example [FOG.1000.0005.1467](#); and in causing bank accounts to be opened for certain of the Jointly Owned Entities and Tesoriero Entities: see for example [FOR.000970329](#);
- (c) Mr Tesoriero was involved in directing which entities would be used to purchase properties to be purchased in part with the funds from the Scheme, and consequently how the money procured by the Scheme was to be used: see for example [FOG.1000.0002.4542](#); [FOG.1000.0003.2764](#); [FOG.1000.0010.5032](#) and [FOG.1000.0012.7070](#). We refer to Annexure B in this regard;
- (d) Mr Tesoriero was involved in identifying and acquiring assets with funds obtained through the Scheme, and in directing or requesting the purchase of particular assets: see for example [FOR.001350580](#); [FOG.1000.0003.2806](#); [FOG.1000.0003.2808](#) and [FOG.1000.0012.1011](#) and [FOG.1000.0015.3160](#).
15. In response to Request 6, the alleged benefit is a financial benefit, being the receipt and use of funds received from the Scheme and assets purchased with funds received from the Scheme. Those benefits are identified in paragraph 1895 of the 2FASOC and the paragraphs of the 2FASOC identified in paragraph 26(e) below.
16. In response to Request 7, paragraph 57(b) relevantly concerns the purpose of Mr Tesoriero rather than funds he in fact spent. The request is therefore not a proper request for further and better particulars in relation to this subparagraph. In any event, we refer to paragraphs 9 to 12 above regarding the funds spent by Mr Tesoriero. The funds spent by Mr Tesoriero on properties is a matter for evidence. Payments made towards properties include those that are set out in FGFS's Xero records and pleaded in Part H of the 2FASOC onwards.
17. In response to Request 8, paragraph 57(c) relevantly concerns the purpose of Mr Tesoriero rather than funds he in fact spent. The request is therefore not a proper request for further and better particulars in relation to this subparagraph. Nevertheless, in our 22 September Letter we have responded at paragraph 19 (and the opening words of paragraph 20) to this request. The businesses include those within the Forum Group overseas, as well as Theion Ike and D&D which received funds via 286 Carlisle St (although it is not accepted that those entities conducted any legitimate business). The amounts include amounts that are set out in FGFS' Xero records and pleaded in Part H of the 2FASOC onwards.
18. In response to Request 9(a), paragraph 57(d) relevantly concerns the purpose of Mr Tesoriero rather than funds he in fact spent or loans he in fact made. The request is not a proper request for further and better particulars in relation to this paragraph. Nevertheless, the FGFS balance sheet, with which you have been provided, sets out purported loans to businesses or subsidiaries of TFGC.
19. In response to Request 9(b)(i), the relevant businesses which are alleged to have been unprofitable absent the fraud, are those operated by FGFS (insofar as it operated a business), FE, FEA, Iugis, and Intrashield. In response to Request 9(b)(ii), the request is not a proper request for particulars and is a matter for evidence. In any event, we refer you to the affidavit of Jason Ireland affirmed on 29 September 2021 at paragraphs 22 to 25 regarding the financial position of FE and FEA. It can be inferred from the financial positions of each of these companies that they would have been unprofitable, absent the fraud.
20. In response to Request 10, paragraph 57(e) relevantly concerns the purpose of Mr Tesoriero rather than any acquisitions he in fact made. As such, requests (a) and (b) are not proper requests for particulars and are matters for evidence. Nevertheless, the goods and choses in action presently known to Westpac and WNZL which were acquired by Mr Papas and Mr Tesoriero, or Mr Papas include:
- (a) the Audi Race Cars pleaded at paragraph 2647 of the 2FASOC;
- (b) the XOXO yacht pleaded at paragraph 2543 of the 2FASOC, which although purchased in or prior to May 2018, payments in respect of which were still being made by FGFS after

entry into the Scheme, see for example the payments set out in the affidavit of Ms Caitlin Maria Murray (**Ms Murray**) sworn on 25 August 2021 at paragraph [31] and pages 285 to 296 of CMM-10 and see [FOG.1000.0001.5323](#) and [FOG.1000.0001.5324](#);

- (c) the jewellery particularised at particular (xiv) to paragraph 2684 of the 2FASOC;
- (d) a race horse, which again although purchased prior to August 2018, payments in respect of which were still being made by FGFS after entry into the Scheme, see for example: see [FOG.1000.0004.7299](#) and [FOG.1000.0004.7307](#);
- (e) a Porsche 911 GT2, in respect of which Mr Tesoriero and Mr Papas provided personal guarantees: see [FOG.1000.0003.2689](#) and [FOG.1000.0003.2691](#); [FOG.1000.0015.3214](#) and [FOG.1000.0015.3215](#). Further, the chattel mortgage for the Porsche GT2 RS is recorded on the FGFS balance sheet under non-current liabilities;
- (f) a Lamborghini Huracan, as to which see [FOG.1000.0004.5247](#), [FOG.1000.0004.5249](#), [FOG.1000.0010.9345](#) and [FOG.1000.0010.9346](#);
- (g) a Porsche Cayman GT4, see: [FOG.1000.0004.8721](#); [FOG.1000.0010.7081](#), [FOG.1000.0010.7082](#) and [FOG.1000.0010.7083](#). Further the chattel mortgage for the Porsche Cayman GT4 is recorded on the FGFS balance sheet under non-current liabilities;
- (h) two Jet skis, see [ROA.5000.0001.0001](#) at 4-11 and 22-28;
- (i) a 2020 Grady 325 Freedom boat, see: [ROA.5000.0001.0001](#) at 33-41; and
- (j) a Regal 2250 boat, as to which see [ROA.5000.0001.0001](#) at 54.

Payments in respect of a number of these assets are recorded the books and records of FGFS: see for example FGFS Account Transactions for the period 1 July 2020 to 30 April 2021: [SEC.5000.0144.2237](#).

Part F: The claim against Forum Finance

Paragraph 1839

21. In response to Request 11, we have responded to this request at paragraph 24 of our 22 September Letter.

Paragraph 1844

22. In response to Request 12:
- (a) As to Request 12(a), as is evident from paragraph 1844 of the 2FASOC, the precise date on which the Scheme Agreement was entered into is unknown to Westpac and WNZL, but it is alleged that it was no later than 31 August 2018, or alternatively 13 September 2018. The date on which a conspiracy was entered into is not a material fact, or a particular necessary for a respondent to know the case that respondent is to meet.
 - (b) As to Request 12(b), this is not a proper request for particulars and is, at its highest, a matter for evidence. Westpac and WNZL rely on inferences arising from various facts, matters and circumstances as pleaded and particularised in establishing the entry into the Scheme Agreement, which is the material fact.
 - (c) As to Request 12(c), the basis of the allegation that Mr Tesoriero was a party to the Scheme Agreement is the facts, matters and circumstances set out in paragraph 12 of our 22 September Letter, together with the additional matters set out at paragraph 7 above.
 - (d) As to Request 12(d), the known co-conspirators are those identified in the particulars to paragraph 1844 of the 2FASOC; Mr Tesoriero Snr as pleaded in paragraph 2663 of the 2FASOC; Mr Bouchahine as pleaded in paragraph 2679 of the 2FASOC; and Ms Agostino as pleaded in paragraph 2697 of the 2FASOC. Westpac and WNZL do not know the identities of the other co-conspirators.

- (e) As to Request 12(e), Westpac and WNZL do not know whether the Scheme Agreement is express or implied (or partly express and partly implied). A conspiracy may be pleaded and proved by reference to overt acts (for example, *Dresna v Misu Nominees Pty Limited* [2004] FCA 1537 (2004) ATPR (Digest) 46-245 at [103]) and it is not necessary to allege whether it was express or implied.
- (f) As to Request 12(f), we refer to the matters set out in paragraph 12 of our 22 September Letter and the matters set out in paragraphs 6 to 8, 10 and 11 above.
23. In response to Request 13, we assume that your request relates to particular (a) to this paragraph which relevantly particularises the known co-conspirators as including Forum Finance and IUGIS NZ which were the corporations that Mr Papas and Mr Tesoriero controlled and used as the vehicles to implement the Scheme. That particular relevantly provides that Forum Finance and IUGIS NZ were the corporations that Mr Papas and Mr Tesoriero “controlled and used”, rather than “knowingly controlled and used”, as the vehicles to implement the Scheme. Sufficient particularisation of the allegation of the Scheme Agreement have been provided and no further particularisation of the detailed particulars already provided is necessary, but in any event, particulars of Mr Tesoriero’s control and use of Forum Finance as a vehicle to implement the Scheme are the matters pleaded at paragraph 56 and 1900 of the 2FASOC (including that Mr Tesoriero was a director of and acted as a director of Forum Finance), the matters set out in paragraph 12(a), (b), (d) and (p) to (r) of our 22 September Letter and the matters set out in paragraphs 6 to 8 above.
24. Particulars of Mr Tesoriero’s control and use of IUGIS NZ as a vehicle to implement the Scheme are the matters pleaded at paragraph 56 and 1900 of the 2FASOC, together with the fact that as a director of FGFS, it can be inferred that in accordance with his legal obligations, Mr Tesoriero was aware of a purported loan of \$10,432,022 from “Forum NZ” (IUGIS NZ) to FGFS, referred to in the accounts for FGFS: see [FOR.000182671](#), page 3 and [FOR.000182669](#). Further, a number of the spreadsheets referred to in Annexure A make reference to funding for “IUGIS NZ” and it is to be inferred from this that Mr Tesoriero was aware that FGFS was obtaining funds from IUGIS NZ.
25. In response to Request 14, we assume your request relates to particular (c) which refers to FG, FE and FEA (rather than FEWA). The details of the monies received, used and disbursed by these entities is pleaded in Part D, Part J, in particular paragraphs 1933 and 1939 (in the case of FG), Part K, in particular paragraphs 1952 and 1958 (in the case of FE) and Part L, in particular paragraphs 1971 and 1977 (in the case of FEA). The proportion of monies used to benefit Mr Tesoriero is a matter for evidence. We refer to FGFS’ bank statements and balance sheet enclosed with this letter, and FGFS’s Xero records, which shows payments from FGFS to FG, FE and FEA. In addition, a preliminary analysis of the flow of funds from Forum Finance to FGFS, FEA, FE and FG in the month of October 2019 was referred to in paragraph [9] of the affidavit of Ms Murray dated 15 July 2021, the summary table being exhibited at page 20-33 of Exhibit CMM-7 to that affidavit. The bank statements relied upon in that analysis were included from pages 34 of Exhibit CMM-7. Further, a schedule of the payments made from FG (account number 121782934) to accounts held in the name of Tesoriero Investments Group (account 10572179) and John and Teresa Tesoriero (accounts 213608896 and 780597) that have been identified to date is annexed as **Annexure C** to this response. Payments received from Westpac and made by Forum Finance are identified in pages 1 to 11 of Exhibit CMM-7 to the first affidavit of Ms Murray sworn on 15 July 2021 in support of Westpac’s application for the appointment of provisional liquidators.
26. In response to Request 15:
- (a) As to Request 15(a), the knowledge that Mr Tesoriero had of these entities is of their operations and affairs, as a:
- (i) director of FGFS (or was a director of FGFS until April 2020 according to the records of ASIC); 64-66 Berkely St; 14 James St (until 1 May 2020); 26 Edmonstone Rd (until 1 May 2020); 5 Bulkara St (until 30 April 2020); 6 Bulkara St (until 27 October 2020); 23 Margaret St; 1160 Glen Huntley Rd; 14 Kirwin Rd; Canner Investments; 123 High St; 160 Murray Valley Hwy; 31 Ellerman St; 4 Cowslip St; 55 Nolan St; 89 Betka Rd; 9 Gregory St; 9 Main St; 286 Carlisle St; 275 High St; TIG; Mangusta; 193 Carlisle St; and 8-12 Natalia Ave;

- (ii) shareholder (either directly or indirectly) of FGFS, TFGC (indirectly through his shareholding in TIG and through his indirect shareholding in TFGC of FG, FE and FEA and other entities in the Forum group); 64-66 Berkely St; 14 James St; 26 Edmonstone Rd; 5 Bulkara St; 6 Bulkara St; 23 Margaret St; 1160 Glen Huntley Rd; 14 Kirwin Rd; Canner Investments; 123 High St; 160 Murray Valley Hwy; 31 Ellerman St; 4 Cowslip St; 55 Nolan St; 89 Betka Rd; 9 Gregory St; 9 Main St; 286 Carlisle St; 275 High St; TIG; Mangusta; 193 Carlisle St; and 8-12 Natalia Ave,

as pleaded at the following paragraphs of the 2FASOC: 5(h) (Jointly Owned Entities), 7(d) (286 Carlisle St), 7(e) (Tesoriero Entities), 34H (TIG), 34I (Mangusta), 34J (193 Carlisle St), 34K (8-12 Natalia Ave), 31 (275 High St). This information is apparent on the face of company searches of each of these entities. Further, with the exception of FGFS, TIG, 193 Carlisle St and 286 Carlisle St, each of the companies was a single venture or purpose company, where the venture or purpose was to acquire property (using debt and funds provided by FGFS) for the benefit or one or both of Mr Papas and Mr Tesoriero. 286 Carlisle St (of which Mr Tesoriero and Mr Tesoriero Snr were the only directors) received funds from FGFS and paid those funds overseas at Mr Papas' direction or to his benefit.

- (b) Further to paragraph (a), on numerous occasions, Mr Tesoriero directed or caused the payment of money to or from, or for the benefit of, these entities. On other occasions, he caused those entities to purchase property. Further particulars will be provided following the service of evidence. We refer to the list at **Annexure B**.
- (c) As to Request 15(b), see subparagraphs (a) and (b) above.
- (d) As to Request 15(c), the control that Mr Tesoriero had of these entities which caused them to become a co-conspirator is the fact that he (together with Mr Papas in the case of the Jointly Owned Entities) used them to receive funds and acquire assets as pleaded in the 2FASOC in Part I and following with respect to each entity. He did so as a director of the companies referred to in sub-paragraph (a)(i) above, and with the authority to direct that payments be made to the benefit of those companies (see **Annexure B**).
- (e) As to Request 15(d), the details of the monies received, used and disbursed by each of these entities is pleaded in the 2FASOC, and summarised in paragraph 19 of our 22 September Letter, and is set out further below, by reference to paragraph numbers of the 2FASOC.

(i) The Jointly Owned Entities –

- (A) FGFS – at least \$282,368,524.94 as set out in paragraph 1914;
- (B) 64-66 Berkeley St – at least \$1,865,000 as set out in paragraph 1990;
- (C) 14 James St – at least \$2,838,000 as set out in paragraph 2008;
- (D) 26 Edmonstone Rd - at least \$2,470,124.35 (as set out in paragraph 2026, less the payments recorded as made by FGFS prior to 31 August 2018);
- (E) 5 Bulkara St – at least \$3,779,000 as set out in the paragraph 2044;
- (F) 6 Bulkara St - at least \$4,953,000 as set out in paragraph 2062;

(ii) The Tesoriero Entities –

- (A) 23 Margaret St – at least \$605,674.09 as pleaded in paragraph 2080 less the payments recorded as made by FGFS prior to 31 August 2018 (and see further paragraph 29(a) below);
- (B) 1160 Glen Huntly – at least \$1,054,000 as pleaded in paragraph 2098.
- (C) 14 Kirwin – at least \$300,794 as pleaded in paragraph 2116.
- (D) Canner – at least \$1,180,000 as pleaded in paragraph 2134.

- (E) 123 High St – at least \$78,353 as pleaded in paragraph 2152.
- (F) 160 Murray Valley – at least \$260,202.74 as pleaded in paragraph 2170.
- (G) 31 Ellerman St – at least \$155,262 as pleaded in paragraph 2188.
- (H) 4 Cowslip St – at least \$346,623 as pleaded in paragraph 2206.
- (I) 55 Nolan – at least \$173,907 as pleaded in paragraph 2224.
- (J) 89 Betka – at least \$174,574 as pleaded in paragraph 2242.
- (K) 9 Gregory – at least \$18,969 as pleaded in paragraph 2260.
- (L) 9 Main St – at least \$146,136 as pleaded in paragraph 2278.
- (iii) 286 Carlisle St – at least \$2,405,000 as pleaded in paragraph 2296 (and see further paragraph 30(b) below).
- (iv) 275 High St – at least \$339,214 as set out in 2314.
- (v) TIG – at least \$1,159,000 as pleaded in paragraph 2425 (and see further paragraph 30(c) below).
- (vi) Mangusta – at least \$150,009.85 as pleaded in paragraph 2543.
- (vii) 193 Carlisle St- at least \$30,304.64 as pleaded in paragraph 2562. and
- (viii) 8-12 Natalia Ave – at least \$1,436,000 as pleaded in paragraph 2581 (and see further paragraph 29(d) below).

Paragraph 1845

27. In response to Request 16, we have answered this request in part at paragraph 27 of our 22 September Letter. The knowledge of Mr Tesoriero that is alleged to have caused Forum Finance to become a party to the Scheme Agreement is the knowledge of its operations and affairs which he had by reason of having been its director since 1 April 2017, as pleaded at paragraph 3(e) of the 2FASOC, as well as the other matters set out at paragraph 12 of our 22 September Letter and the matters set out in paragraphs 6 to 8, 10 and 11 above.

Part G: The claim against Mr Papas

Paragraph 1867

28. In response to Request 17(a), we have answered this request at paragraph 29 of our 22 September Letter by reference to paragraphs 12 and 13 of that letter. In particular, we refer to paragraph 12(q) of that letter. We further refer to the fact that Mr Tesoriero directed Mr Bouchahine and Forum staff to make payments in relation to those entities, some examples of which are given in response to Requests 64 and 65 below.
29. In response to Request 17(b), we repeat paragraph 29 of our 22 September Letter. Further, that the Jointly Owned Entities were created to hold property financed in part through amounts improperly obtained from Transactions 1 to 100 and NZ1 to NZ36 is inferred from the fact that the Jointly Owned Entities in fact did so, as pleaded in the 2FASOC at paragraph 6 together with the Scheme Agreement and the matters pleaded at paragraphs 55 to 57 of the 2FASOC and paragraph 12 of our 22 September Letter; and that the Jointly Owned Entities had no other business.

Paragraph 1872

30. In response to Request 18(a), we refer to our response at paragraph 30 of our 22 September Letter, the Xero worksheets referred to in paragraph 11 above and our response in paragraph 26(e) above. Additionally, details of the payments received by the following entities are found in interlocutory evidence already filed and served in the proceedings, as follows:

- (a) 23 Margaret St – see the affidavit of Ms Murray sworn on 25 August 2021: see [36]-[38] and pages 308-338 of CMM-10;
 - (b) 286 Carlisle St – see the second affidavit of Ms Murray sworn on 30 September 2021: see [23]-[26] and pages 94-123 of Exhibit CMM-14;
 - (c) TIG – see the second affidavit of Ms Murray sworn on 30 September 2021: see [29]-[30] and pages 136-169 of CMM-14; and
 - (d) 8-12 Natalia Ave – see the second affidavit of Ms Murray sworn on 30 September 2021: see [32]-[34] and pages 181-207 of CMM-14 and the first affidavit of Ms Murray of 30 September 2021: see [20]-[22] and pages 30, 59, 153-154 of CMM-13.
31. In response to Request 18(b), the basis of the allegation that each of Mr Tesoriero, the Jointly Owned Entities, the Tesoriero Entities and 286 Carlisle St had no legitimate basis to receive those payments is that those monies were stolen from Westpac and WNZL, and the repetition of conduct in which money stolen from Westpac and WNZL was paid to FGFS and then by FGFS to the benefit of companies owned by Mr Papas, to the Jointly Owned Entities, the Tesoriero Entities, 286 Carlisle St and to Mr Papas and Mr Tesoriero. That conduct was directed, from time to time, by Mr Papas and Mr Tesoriero and was for the benefit of Mr Papas and Mr Tesoriero in circumstances in which FGFS had no business and was not indebted to Mr Papas or Mr Tesoriero. Westpac and WNZL rely on the payments recorded in FGFS's Xero balance sheet and the documents received by Mr Tesoriero as set out in paragraph 7 above, as well as the list of spreadsheets set out in **Annexure A**. Further, we add that Annexure D to Mr Tesoriero's affidavit of 21 July 2021 ascribes a nominal value of shares to all entities there listed, with the exception of Canner, suggesting that the companies do not carry out any business, a fact supported by Mr Tesoriero's deposing that their nominal value was "due to there being no trading or business activity in them": at paragraph 14. The lack of trading or business activity of these entities supports a conclusion that there was no business arrangement justifying receipt of those payments.

Paragraph 1875

32. In response to Request 19, we repeat paragraph 31 of our 22 September Letter, and the basis of the allegation that each of Mr Tesoriero and the entities identified in your letter were receiving substantial payments from FGFS which they had no legitimate basis to receive is that those monies were stolen from Westpac and WNZL, and the repetition of conduct in which money stolen from Westpac and WNZL was paid to FGFS and then by FGFS to the benefit of companies owned by Mr Papas, to the Jointly Owned Entities, the Tesoriero Entities, 286 Carlisle Street and to Mr Papas and Mr Tesoriero. That conduct was directed, from time to time, by Mr Papas and Mr Tesoriero and was for the benefit of Mr Papas and Mr Tesoriero in circumstances in which FGFS had no business and was not indebted to Mr Papas or Mr Tesoriero. Westpac and WNZL rely on the payments recorded in FGFS's Xero balance sheet, the documents received by Mr Tesoriero as set out in paragraph 7 above, as well as the list of Schedules set out in **Annexure A**. We otherwise repeat paragraphs 30 and 31 above.

Part H: The claim against Mr Tesoriero

Paragraph 1895

33. In response to Request 20, we repeat our response at paragraph 34 of our 22 September Letter. The legal basis on which the funds are said to be held on trust is, as stated at paragraph 6 of our 22 September Letter by reference to 23 Margaret St, a trust arising at law under *Black v S Freedman & Company* (1910) 12 CLR 105. Stolen money, or the traceable proceeds of stolen money, is held by the recipient on trust for the owner. There is academic debate as to whether that trust is categorised as a constructive or a resulting trust, but the categorisation is not a proper particular. No further particularisation of that claim is required. It arises at law from the fact that the money was stolen from Westpac and WNZL.
34. In response to Request 21, it is not alleged in paragraph 1895 of the 2FASOC that Mr Tesoriero knowingly received the funds in a *Barnes v Addy* sense (those claims are pleaded in paragraphs 1902 to 1910). We refer to paragraph 33 above.

35. In response to Request 22, this is a matter for evidence. Nevertheless, the amounts and dates of payments directly received by Mr Tesoriero identified by Westpac and WNZL are particularised at paragraph 1895. We repeat paragraphs 9 to 12 above. Further, the tracing of the money from Westpac or WNZL to the recipient will be the subject of a report served with Westpac and WNZL's evidence.
36. In response to Request 23, this is a matter for evidence. We repeat paragraphs 9 and 10 above. Further, the tracing of the money from Westpac or WNZL to the recipient will be the subject of a report served with Westpac and WNZL's evidence.
37. In response to Request 24, this is a matter for evidence. We repeat paragraphs 9-11 above. Further, the tracing of the money from Westpac or WNZL to the recipient will be the subject of a report served with Westpac and WNZL's evidence. We refer to paragraph 20 above in relation to acquisitions of boats and cars.

Paragraphs 1896 and 1897

38. In response to Request 25, we repeat our response at paragraph 37 of our 22 September Letter and our response at paragraph 33 above as to the legal basis for the trust and liability to account for the amounts received. As to the details and calculations of the amounts received and paid away or caused or permitted to be paid away by Mr Tesoriero, we repeat paragraphs 9 and 10 above. Further particulars of these funds will be provided following evidence.
39. In response to Request 26, it is not alleged in paragraphs 1896 and 1897 of the 2FASOC that Mr Tesoriero knowingly received the funds in a *Barnes v Addy* sense. We refer to paragraph 33 above.

Paragraph 1898

40. Request 27 repeats Request 12. We refer to paragraph 22 above.

Paragraph 1900

41. In response to Request 28, the facts, matters and circumstances relied upon to support the allegation that Mr Tesoriero signed the First Forum Agreement in furtherance of the Scheme Agreement are that the First Forum Agreement bears his signature, in addition to the matters pleaded at paragraphs 55 to 57 of the 2FASOC and the matters set out in paragraph 12 of our 22 September Letter.
42. In response to Request 29, the facts, matters and circumstances relied upon to support the allegation that Mr Tesoriero signed the Second Forum Agreement in furtherance of the Scheme Agreement are that the Second Forum Agreement bears his signature, in addition to the matters pleaded at paragraphs 55 to 57 of the 2FASOC and the matters set out in paragraph 12 of our 22 September Letter.
43. In response to Request 30, the facts, matters and circumstances relied upon to support the allegation are that Mr Tesoriero was the director of Forum Finance, in addition to the matters pleaded at paragraphs 55 to 57 of the 2FASOC and the matters set out in paragraph 12 of our 22 September Letter. Forum Finance's only corporate activity was to receive from Westpac the money stolen from Westpac (by Transactions 1 to 100) as pleaded in paragraphs 56(a)-(d) and then pay away those moneys as pleaded in paragraph 56(f). The payments received from Westpac and made by Forum Finance are identified in pages 1 to 11 of Exhibit CMM-7 to the first affidavit of Ms Murray sworn on 15 July 2021 in support of Westpac's application for the appointment of provisional liquidators.
44. In response to Request 31, the facts, matters and circumstances relied upon to support the allegation are that Mr Tesoriero was a shareholder in FGFS, that FGFS had no business but received money stolen from Westpac and paid away that money to the benefit of companies owned by Mr Papas, to the Jointly Owned Entities, the Tesoriero Entities, 286 Carlisle St and to Mr Papas and Mr Tesoriero. That conduct was directed, from time to time, by Mr Papas and Mr Tesoriero and was for the benefit of Mr Papas and Mr Tesoriero in circumstances in which FGFS had no business and was not indebted to Mr Papas or Mr Tesoriero. Westpac and WNZL rely on the payments recorded in FGFS's Xero balance sheet. In addition, Westpac and WNZL repeat

the matters pleaded at paragraph 4(e), 55 to 57 of the 2FASOC and the matters set out in paragraph 12 of our 22 September Letter. Westpac and WNZL also rely on the fact that Mr Papas and Mr Tesoriero considered that FGFS was the default entity for the purchase of property and certain assets paid for with funds received by Westpac: see for example [FOR.000300453](#) and [FOG.1000.0003.2764](#).

45. In response to Request 32(a) and (b), this is not a proper request for particulars and is a matter for evidence. In any event, the amounts alleged to have been paid away to FG, FE, FEA and FGFS are identified in pages 256 to 282 Exhibit CMM-5 to the affidavit of Ms Murray sworn on 12 July 2021 (paragraph 15). The money paid to FGFS which is traced to further recipients will be further identified in a report served with Westpac and WNZL's evidence. We repeat paragraphs 9 to 12 above.
46. In response to Request 32(c), we repeat paragraph 38 of our 22 September Letter. Additionally, Westpac and WNZL rely on the fact that Mr Tesoriero caused FGFS to disperse funds (originally paid to Forum Finance and by Forum Finance to FGFS) to various recipients, including himself, as set out in paragraphs 40 and 41 of our 22 September Letter and see further, by example, [FOG.1000.0002.7062](#).
47. In response to Request 32(d), Westpac and WNZL rely upon the matters pleaded at paragraphs 55 to 57 of the 2FASOC and the matters set out in paragraphs 12 and 38 of our 22 September Letter.
48. In response to Request 33, we repeat paragraph 39 of our 22 September Letter. The basis on which those payments are said to have been received in furtherance of the Scheme Agreement is as a result of the matters pleaded at paragraphs 55 to 57 of the 2FASOC and the matters set out in paragraph 12 of our 22 September Letter. The tracing of the money paid by Westpac and WNZL will be the subject of a report served with Westpac's evidence.
49. In response to Request 34, we repeat paragraph 40 of our 22 September Letter and paragraphs 28 and 29 above.
50. In response to Request 35, we repeat paragraph 41 of our 22 September Letter. Further, that the Tesoriero Entities were created to hold property financed in part through amounts improperly obtained from Transactions 1 to 100 and NZ1 to NZ36 is inferred from the fact that the Tesoriero Entities in fact did so, as pleaded in the 2FASOC at paragraph 8 together with the Scheme Agreement and the matters pleaded at paragraphs 55 to 57 of the 2FASOC and paragraph 12 of our 22 September Letter; and that the Tesoriero Entities had no other business.
51. In response to Request 36, we repeat paragraph 42 of our 22 September Letter. We add that the receipt of funds by 286 Carlisle St, including the dates and amounts of receipts, is evidenced in Ms Murray's second affidavit sworn on 30 September 2021 at paragraphs 23-26 and pages 94-123 of Exhibit CMM-14, and the payments by 286 Carlisle St offshore are identified in the particulars to paragraphs 2704(b) and 2709(b).
52. In respect of paragraph 1900 generally, we further refer to the fact that Mr Tesoriero was a director and shareholder of Mangusta. Mr Papas was neither a director or shareholder of that entity, yet was a beneficiary (together with Mr Tesoriero) under the Mangusta Trust Deed: see [VIN.5000.0001.1142](#) (at .1190).

Paragraph 1901

53. In response to Request 37, we repeat paragraph 43 of our 22 September Letter as well as the matters set out at paragraphs 6 to 8 and 14 above. The allegation that Westpac and WNZL's loss and damage was a consequence of those acts flows as a direct consequence from dishonest theft of those moneys and the receipt and use of funds stolen by Westpac and WNZL, as alleged throughout the 2FASOC.

Paragraph 1904

54. In response to Request 38, we repeat paragraph 44 of our 22 September Letter. Further, a report as to the tracing of the money from Westpac and WNZL will be served as part of Westpac's evidence.

Paragraph 1905

55. In response to Request 39, we repeat paragraphs 12 and 45 of our 22 September Letter and rely on the matters pleaded at paragraphs 55 to 57 of the 2FASOC. By reason of the matters set out in paragraph 7 above, including the receipt of bank statements and spreadsheets as set out in Annexure A, Mr Tesoriero knew that the source of funds for assets and properties of which he or his companies were the beneficiaries was FGFS, and that FGFS had no legitimate source for those funds and was not indebted to him personally or to the Jointly Owned Entities or Tesoriero Entities.
56. In response to Request 40(a):
- (a) The amounts paid by Westpac and received by Forum Finance from Westpac were for the discrete purpose of financing acquisition of assets for underlying customers pursuant to the Eqwe/ Forum Programme, as pleaded at paragraphs 54 and 1905(g) of the 2FAOSC and were to fund equipment finance agreements, which did not exist. That is, Forum Finance received the money paid by Westpac but did not enter into the corresponding obligation or acquire the rights for which the money was paid;
 - (b) Forum Finance paid away the money it received, not to acquire finance equipment or for the debtor to acquire that equipment, but to FG, FE, FEA and FGFS for their own purposes or those of Mr Papas and Mr Tesoriero, as pleaded in the 2FASOC.
 - (c) Forum Finance also had no business.
57. In response to Request 40(b), we repeat paragraph 45 of our 22 September Letter and paragraph 55 above.
58. In response to Request 41(a):
- (a) The amounts paid by WNZL and received by IUGIS NZ from WNZL were for the discrete purpose of financing acquisition of assets for underlying customers pursuant to the Eqwe/ Forum Programme, as pleaded at paragraphs 54 and 1905(g) of the 2FAOSC and were to fund equipment finance agreements, which did not exist. That is, Forum Finance received the money paid but did not enter into the corresponding obligation or acquire the rights for which the money was paid;
 - (b) IUGIS NZ paid the money it received away, not to acquire finance equipment or for the debtor to acquire that equipment, but to FGFS for its own purposes or those of Mr Papas and Mr Tesoriero, as pleaded in the 2FASOC.
 - (c) IUGIS NZ also had no business.
59. In response to Request 41(b), we repeat paragraph 45 of our 22 September Letter and paragraph 55 above.
60. In response to Request 42, we repeat paragraph 12 and 45 of our 22 September Letter. We further rely on the following matters in support of the allegation as to Mr Tesoriero's awareness that any amounts received by Forum Finance or IUGIS NZ pursuant to the Eqwe/ Forum Programme were to finance the acquisition of assets for the underlying customers and were not amounts to which Forum Finance or IUGIS NZ were entitled themselves to use and pay away:
- (a) Mr Tesoriero had been provided with a pro forma rental plan for Forum Finance in February 2018 which set out the terms and conditions on which Forum Finance was to lease equipment to customers: see [FOG.1000.0002.7267](#) and [FOG.1000.0002.7268](#).
 - (b) From as early as April 2018, Mr Tesoriero knew that Forum Finance was looking to finance its equipment loan book, with equipment financed under a principal and agent agreement: see [FOR.000140164](#) and attached spreadsheet.
 - (c) Mr Tesoriero was also aware of a similar funding program that was offered by MAIA, the indicative term sheet for which stated that the proposal being put forward was for "a funding program for the rental of ORCA equipment across...international operations for

clients of Forum Group Pty Ltd and its related entities": see [FOG.1000.0002.7325](#) and [FOG.1000.0002.7326](#).

- (d) Mr Tesoriero knew from June 2018 that finance was to be sought for ORCAs, from which it can be inferred that Mr Tesoriero knew that the ORCAs were assets to be acquired for customers: see [FOR.000140393](#).
 - (e) From August 2018, Mr Tesoriero knew that Veolia contracts as part of the MAIA scheme were intended to be transferred with due diligence to be conducted to check that assets were in place and rental contracts would be recognised by the customer: see [FOR.001440924](#)/ FOR.00077247.
61. In about February 2019, Mr Tesoriero was involved in the negotiation of a release sought from a funder over FGFS's assets. In the course of these communications emails were exchanged (which he received) in which Mr Papas wrote "*[w]e sell hardware and services under managed services agreements which are ultimately funded by financial institutions as an underwriter. This release is for our funders who finance our client contracts where they are funding these contracts under and undisclosed arrangement*": see [FOG.1000.0002.7145](#) and [FOG.1000.0001.7524](#), [FOG.1000.0001.7527](#); and [FOG.1000.0001.7533](#).
62. In response to Request 43(a):
- (a) It follows from the fact that the money was raised to finance acquisition of equipment for or by the end debtor that FGFS had no legitimate business which entitled it to receive that money.
 - (b) Further, FGFS did not carry on any business and instead used the money as pleaded in paragraph 56. Our clients rely on FGFS' Xero balance sheet, its bank statements and the tracing report which will be served as part of their evidence.
 - (c) Westpac and WNZL also rely on the matters pleaded at paragraph 4(e)(iii), the instances where Mr Tesoriero requested or directed payment for his and his companies' benefit from FGFS, as set out in Annexure B, and the fact that FGFS' only or predominant corporate purpose was to carry out the Scheme, as pleaded at paragraph 1867(d) of the 2FASOC.
63. In response to Request 43(b), we repeat paragraph 45 of our 22 September Letter and paragraph 55 above.
64. In response to Request 44, those entities had no legitimate basis to receive substantial payments from FGFS because those payments resulted from monies stolen from Westpac and WNZL, were not creditors of FGFS and otherwise repeat paragraph 32 above.

Paragraph 1906

65. In response to Request 45, Mr Tesoriero as the knowing recipient of those moneys holds that which he received, or the benefit, on a constructive trust for Westpac and WNZL (as the case may be), or as a knowing recipient is liable to account for the profit he has made or alternatively pay equitable compensation.

Paragraph 1907

66. In response to Request 46, we repeat paragraph 47 of our 22 September Letter and paragraphs 6 to 8 and 14 above.

Paragraph 1908

67. In response to Request 47, we repeat paragraph 48 of our 22 September Letter and paragraphs 6 to 8 and 14 above.
68. Request 48, which we assume is intended to refer to paragraph 1908(c), is not a proper request for particulars and is a matter for evidence. Westpac and WNZL rely upon the fact that the only business engaged in by Forum Finance was that undertaken as part of the Scheme, being to steal money from Westpac and WNZL.

69. Request 49 is not a proper request for particulars and is a matter for evidence. Westpac and WNZL also rely upon:
- (a) the fact that the only business engaged in by FGFS was that undertaken as part of the Scheme, being to steal money from Westpac and WNZL and either hold assets bought with that money or to pay that money away.
 - (b) the repetition of conduct in which money stolen from Westpac and WNZL was paid to FGFS and then by FGFS to the benefit of companies owned by Mr Papas, to the Jointly Owned Entities, the Tesoriero Entities, 286 Carlisle St and to Mr Papas and Mr Tesoriero. That conduct was directed, from time to time, by Mr Papas and Mr Tesoriero and was for the benefit of Mr Papas and Mr Tesoriero in circumstances in which FGFS had no business and was not indebted to Mr Papas or Mr Tesoriero.
 - (c) Westpac and WNZL rely on the payments recorded in FGFS's Xero balance sheet, the documents received by Mr Tesoriero as set out in paragraph 7 above and in the list of spreadsheets set out in Annexure A.
70. In response to Request 50(a), we repeat paragraph 49(e) of our 22 September Letter.
71. In response to Request 50(b) and (c), the details and calculations of the amounts Mr Tesoriero is alleged to have procured Forum Finance to pay away, and the recipients of those amounts, are identified in pages 256 to 282 Exhibit CMM-5 to the affidavit of Ms Murray sworn on 12 July 2021 (paragraph 15).
72. In response to Request 51, we repeat paragraph 49(f) of our 22 September Letter. The tracing of the money will be the subject of a report served with Westpac's evidence.
73. In response to Request 52(a), we repeat paragraph 49(g) of our 22 September Letter and refer to **Annexure B**.
74. In response to Request 52(b), that the Jointly Owned Entities were created for that purpose is to be inferred from the creation of the Scheme, and the fact that property held by those entities was in fact financed by amounts improperly obtained from the transactions pleaded.
75. In response to Request 53(a), we repeat paragraph 49(h) of our 22 September Letter and refer to **Annexure B**.
76. In response to Request 53(b), that the Tesoriero Entities were created for that purpose is to be inferred from the creation of the Scheme, and the fact that property held by those entities was in fact financed by amounts improperly obtained from the transactions pleaded.
77. In response to Request 54, we repeat paragraph 49(i) of our 22 September Letter. We also repeat paragraph 51 above. The tracing of the money will be the subject of a report served with Westpac's evidence.

Paragraph 1909

78. In response to Request 55, we repeat paragraphs 51 and 52 of our 22 September Letter as well as the matters set out in paragraphs 6 to 8 above. The allegation that Westpac and WNZL's loss and damage was a consequence of those acts flows as a direct consequence from the receipt and use of funds stolen by Westpac and WNZL.

Paragraph 1910

79. In response to Request 56, we repeat paragraph 53 of our 22 September Letter as well as the matters set out in paragraphs 6 to 8 above.

Paragraph 1911

80. Request 57 repeats Request 12 and Request 27. We repeat paragraph 22 above.
81. In response to Request 58, we repeat paragraph 54 of our 22 September Letter as well as the matters set out in paragraphs 6 to 8 above.

Parts I-BBB: The claims against other parties

Tort of unlawful means conspiracy

82. Request 59 repeats Request 12, Request 27 and Request 57. We repeat paragraph 22 above.
83. In response to Request 60(a) and (b), the knowledge and control of Mr Tesoriero that is alleged to have caused each entity to become a party to the Scheme Agreement is that exercised by him as a director and/ or direct or indirect shareholder of each entity, as appropriate and as set out in response to Request 15(a) above, and his management of those entities (as to which, we refer to paragraph 40 and 41 of our 22 September Letter). We also refer further to paragraph 26 above.
84. In response to Request 60(c), we repeat paragraphs 6 to 8 above and paragraph 1844 of the 2FASOC and paragraph 22 above.
85. In response to Request 61(a), we refer to paragraph 1895 of the 2FASOC and paragraphs 9 to 11 above. The tracing of the money will be the subject of a report served with Westpac's evidence.
86. In response to Request 61(b), we refer to paragraphs 12 and 13 of our 22 September Letter.

Knowing receipt and knowing assistance

87. In response to Request 62(a), this is not a proper request for particulars and is a matter for evidence. However:
- (a) We repeat paragraphs 6 to 8 above and paragraph 12 and 13 of our 22 September Letter;
 - (b) As to the amounts received, we repeat paragraph 26(e) above, and refer you to FGFS's Xero balance sheet. The tracing of those payments will be the subject of a report served with Westpac's evidence.
 - (c) As to Mr Tesoriero's knowledge, we repeat paragraph 8 above.
88. In response to Request 62(b), we repeat paragraphs 56 to 59 and 62 to 63 above.
89. Request 62(c) repeats Request 42. We repeat paragraphs 60 and 61 above.
90. Request 62(d) repeats Request 43. We repeat paragraphs 62 and 63 above.
91. In response to Request 62(e):
- (a) Request 62(e)(i) is not a proper request for particulars and is a matter for evidence. We otherwise repeat paragraph 87(b) above.
 - (b) Request 62(e)(ii) repeats Request 44. We refer to paragraph 64 above.
 - (c) Request 62(e)(iii), we refer to Mr Tesoriero's knowledge of and control of those entities as pleaded in the 2FASOC, paragraph 12 of our 22 September Letter and paragraphs 6 to 8 and 26 above.
92. In response to Request 63, we repeat paragraphs 6 to 8, 26, 67, 83 and 84 above and paragraph 12 and 13 of our 22 September Letter.
93. In response to Request 64(a), the details and calculations of the funds are a matter for evidence and, further, the pleading is one against a respondent other than Mr Tesoriero. Nonetheless, as to the amounts paid, we repeat paragraph 26(e), and refer you to FGFS's Xero balance sheet. The sub-set paid to Mr Tesoriero and the Jointly Owned Entities, the Tesoriero Entities and 286 Carlisle St are identified in the particulars to paragraph 1895 of the 2FASOC, FGFS's Xero balance sheet and (insofar as traced from payments made by Westpac or WNZL) will be identified further in a report served with Westpac's evidence. The tracing of those payments will be the subject of a report served with Westpac's evidence.
94. In response to Request 64(b), the basis for the allegation that the funds were used at the direction of Mr Tesoriero is that Mr Tesoriero directed Forum staff to pay money to or for the benefit of particular entities, and that he was both able to make those directions and benefited from those

directions (as to which see **Annexure B**). Otherwise, this is a matter for evidence, but we refer to the examples given at paragraph 40 and 41 of our 22 September 2021 Letter. Further examples include [FOG.1000.0003.6648](#) and [FOG.1000.0005.8634](#); [FOG.1000.0005.8666](#), and [FOG.1000.0005.8668](#).

95. In response to Request 65, the details of the funds and assets are matters for evidence and repeat paragraph 93 above. We also refer paragraphs 9 to 11 above. Occasions on which Mr Bouchahine caused amounts to be paid away include on the following dates:
- (a) 4 December 2019, when Mr Tesoriero asked Mr Bouchahine to pay the amount of \$126,859.69: see [FOG.1000.0003.0136](#), [FOG.1000.0004.2357](#) and [FOG.1000.0004.2359](#).
 - (b) 19 December 2019, when Mr Tesoriero instructed Mr Bouchahine to pay the deposit for Mr Tesoriero's intended purchase of 8-12 Natalia Ave Oakleigh South: see [FOG.1000.0004.2455](#); [FOG.1000.0004.4989](#) and [FOG.1000.0004.4991](#).
 - (c) On 9 June 2020, Mr Bouchahine paid a further instalment for the deposit for Mr Tesoriero's intended purchase of 8-12 Natalia Ave Oakleigh South: see [FOG.1000.0004.1278](#) and [FOG.1000.0004.1283](#).
 - (d) 6 October 2020, when Mr Tesoriero instructed Mr Bouchahine to pay the amount of \$239,197.18 to GraysOnline for the purchase of a 1969 Ford Mustang Boss 429 Z-Code Coupe: see [FOG.1000.0001.0255](#); [FOG.1000.0001.2368](#), [FOG.1000.0001.2370](#); [FOG.1000.0006.7480](#); and [GRY.5000.0001.0016](#).
 - (e) On 22 October 2020, a payment made in the amount of \$5,912.46 from FGFS with the description "Vince 13480794" for the benefit of an account in the name of 286 Carlisle St: see [FOG.1000.0001.2150](#) and [FOG.1000.0001.2158](#).
 - (f) On 19 November 2020, Mr Bouchahine made in the amount of \$110,171.13 to Middle Point Marine for the Mangusta XOXO yacht: see [FOG.1000.0001.2199](#) and [FOG.1000.0001.2208](#).
 - (g) Payment of the insurance amounts referred to in paragraph 97 below.
96. Some of the above payments are recorded in the Xero records for FGFS: see the worksheet relating to Mr Tesoriero (VT Transactions) and the worksheet relating to Natalia Ave.

Paragraph 2654

97. In response to Request 66, this is a matter for evidence. But by way of example, on 6 October 2020, the amount of \$239,197.18 was paid from FGFS to GraysOnline for the purchase of a 1969 Ford Mustang Boss 429 Z-Code Coupe: see [FOG.1000.0001.0255](#); [FOG.1000.0001.2368](#), [FOG.1000.0001.2370](#); [FOG.1000.0006.7480](#); and [GRY.5000.0001.0016](#), which vehicle is insured in Mr Tesoriero Snr's name: see Metrix insurance renewal for 2021 [FOR.001232020](#) and [FOR.001232023](#). Additional examples of insurance for the benefit of motor vehicles in Mr Tesoriero Snr's name include [FOR.001465311](#); [FOR.001465329](#); [FOR.001462708](#), [FOR.001462710](#); [FOR.001462712](#); [FOR.001462718](#).

Paragraph 2655

98. In response to Request 67(a), a list of the payments identified to date which have been received from FGFS by Mr Tesoriero Snr is set out in the particulars to 2654 of the 2FASOC. Payments made to Mr Tesoriero Snr at the direction of Mr Tesoriero are a matter for evidence. Nevertheless, by way of example, Mr Tesoriero directed payments to be made into a Westpac account in the name of Mrs Teresa Tesoriero and Mr Giovanni Tesoriero with account number 78-0597 and directed payments to be made into an ANZ account in the name Mrs Teresa Tesoriero and Mr Giovanni Tesoriero with account number 213608896: see for example [FOR.001352750](#); [FOR.001352845](#); [FOR.001411033](#); [FOG.1000.0001.6552](#); [FOG.1000.0002.4504](#); [FOG.1000.0003.7329](#) and [FOG.1000.0003.7330](#). Westpac have also identified payments from FG to these two accounts associated with Mr Tesoriero Snr as set out in the annexed **Annexure C** and referred to in paragraph 25 above. Payments have been identified from the Westpac account associated with Mr Tesoriero Snr to an account in the name Samantha Pagano with

account number 59-1875. Ms Pagano is the girlfriend of Mr Tesoriero. Payments to Ms Pagano were used for the purchase of shares in online trading platforms.

99. In response to Request 67(b), this is a matter for evidence, however, can be inferred from the fact that Mr Tesoriero Snr paid funds to an account in the name of Mr Tesoriero's girlfriend, Ms Pagano as set out in paragraph 98 above.

MinterEllison

Yours faithfully
MinterEllison

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OUR REF: 1353397

ANNEXURE A – LIST OF SPREADSHEETS RECEIVED BY MR TESORIERO

Date	Details	Doc IDs
7/08/2018	Mr Bouchahine emails Mr Tesoriero a schedule titled "Outstanding Payments for BP VT". Schedule shows outstanding invoices for certain Jointly Owned Entities and Tesoriero Entities.	FOG.1000.0003.7710 FOG.1000.0003.7711
7/08/2018	Mr Chin emails Mr Tesoriero an updated schedule titled "Outstanding Payments for BP & VT". Various versions are emailed to Mr Tesoriero.	FOG.1000.0004.0835 FOG.1000.0004.0836 FOG.1000.0004.0834
17/08/2018	Email from Mr Chin to Mr Tesoriero attaching schedule titled "Outstanding payments for BP & VT".	FOG.1000.0002.3887 FOG.1000.0002.3889
30/08/2018	Email from Mr Chin to Mr Tesoriero attaching schedule titled "Outstanding payments for BP & VT" as at 30 August 2018.	FOG.1000.0002.3922 FOG.1000.0002.3923
7/09/2018	Email from Mr Chin to Mr Tesoriero attaching schedule titled "Outstanding payments for BP & VT" as at 7 September 2018.	FOG.1000.0002.4249 FOG.1000.0002.4250
4/10/2018	Email from Mr Chin to Mr Tesoriero (Mr Papas and Mr Bouchahine) attaching schedule titled "Outstanding payments for BP & VT" as at 4 October 2018.	FOG.1000.0004.0859 FOG.1000.0004.0861
19/10/2018	Emails from Mr Bouchahine to Mr Tesoriero and Mr Papas attaching a schedule titled "Cashflow for Bill and Vince 19 Oct". Schedule shows amounts outstanding for certain Jointly Owned Entities and Tesoriero Entities and includes a worksheet for FGFS.	FOG.1000.0001.6550 FOG.1000.0001.6551
19/10/2018	Emails from Mr Bouchahine to Mr Tesoriero and Mr Papas attaching an updated schedule titled "Cashflow for Bill and Vince 19 Oct". Schedule shows amounts outstanding for certain Jointly Owned Entities and Tesoriero Entities and includes a worksheet for FGFS.	FOG.1000.0001.6593 FOG.1000.0001.6594
22/11/2018	Email from Mr Chin to Mr Bouchahine (cc Mr Tesoriero and Mr Papas) attaching a schedule titled "Outstanding payments for BP & VT" as at 15 November 2018.	FOG.1000.0004.0866 FOG.1000.0004.0867
29/11/2018	Email from Mr Chin to Mr Tesoriero attaching a schedule titled "Outstanding payments for BP & VT" as at 29 November 2018.	FOG.1000.0004.7393 FOG.1000.0004.7394
5/12/2018	Email from Mr Bouchahine to Mr Tesoriero and Mr Papas attaching a schedule titled "Outstanding Payments for BP VT – 5 Dec 18".	FOG.1000.0003.7317 FOG.1000.0003.7318
11/12/2018	Email from Mr Bouchahine to Mr Tesoriero forwarding a copy of the schedule titled "Outstanding Payments for BP VT – 5 Dec 18".	FOG.1000.0003.7335 FOG.1000.0003.7336
21/12/2018	Email from Mr Bouchahine to Mr Tesoriero (and Mr Bouchahine) attaching a schedule titled "Outstanding Payments for BP VT" as at 21 December 2018.	FOG.1000.0004.0872 FOG.1000.0004.0873
16/01/2019	Email from Mr Chin to Mr Tesoriero (and Mr Bouchahine) attaching schedule titled "Outstanding Payments for BP & VT".	FOG.1000.0004.0877 FOG.1000.0004.0883
20/02/2019	Email from Mr Chin to Mr Tesoriero, Mr Papas and Mr Bouchahine attaching a schedule titled "Outstanding Payments for BP & VT as at 20 February 2019.	FOG.1000.0004.0894 FOG.1000.0004.0895
03/10/2019	Email from Mr Bouchahine to Mr Papas attaching a schedule titled "Cashflow FGFS Other Companies 1 Oct 2019".	SEC.5000.0056.5944 SEC.5000.0056.5945
07/04/2020	Email from Mr Chin to Mr Tesoriero (copy Mr Bouchahine) attaching schedule titled "Outstanding and Recurring Payments for BP & VT"	FOG.1000.0001.4401 FOG.1000.0001.4402
16/04/2020	Email from Mr Bouchahine to Mr Tesoriero (copy Mr Papas) attaching schedule titled "Outstanding and Recurring	FOG.1000.0002.9286 FOG.1000.0002.9287

	Payments for BP & VT". Schedule includes worksheets titled <i>Outstanding</i> and <i>recurring</i> .	
17/04/2020	Email from Mr Bouchahine to Mr Tesoriero (copy Mr Papas) attaching schedule titled "Book 1". Schedule is headed "Summary Cash Flow Forum Group financial Services".	FOG.1000.0002.9305 FOG.1000.0002.9306
1/06/2020	Email from Mr Chin to Mr Tesoriero (and Mr Bouchahine) attaching schedule titled "Outstanding and Recurring Payments for BP & VT". Schedule includes worksheets titled <i>Outstanding</i> and <i>recurring</i> .	FOG.1000.0001.2698 FOG.1000.0001.2701
30/07/2020	Email from Mr Chin to Mr Tesoriero attaching a schedule titled "Outstanding and Recurring Payments for BP & VT". Schedule has worksheet titled <i>outstanding</i> , a worksheet titled <i>recurring</i> ; and a worksheet titled <i>cashflow</i> .	FOG.1000.0001.3302 FOG.1000.0001.3303
19/08/2020	Email from Mr Chin to Mr Tesoriero attaching a schedule titled "Outstanding and Recurring Payments for BP & VT" as at 19 August 2020. Schedule has worksheet titled <i>outstanding</i> , a worksheet titled <i>recurring</i> ; and a worksheet titled <i>cashflow</i> .	FOG.1000.0001.3402 FOG.1000.0001.3403
24/08/2020	Email from Mr Chin to Mr Tesoriero attaching a schedule titled "Outstanding and Recurring Payments for BP & VT" as at 24 August 2020. Schedule has worksheet titled <i>outstanding</i> , a worksheet titled <i>recurring</i> ; and a worksheet titled <i>cashflow</i> .	FOG.1000.0001.4208 FOG.1000.0001.4209
18/02/2021	Email from Mr Chin to Mr Tesoriero attaching a schedule titled "Outstanding and Recurring Payments for BP & VT" as at 18 February 2021. Schedule has worksheets titled <i>Outstanding</i> ; <i>Recurring</i> ; <i>FGFS Petrol Stations</i> ; <i>Rental Properties</i> ; <i>Other Assets</i> ; <i>FGFS</i> . The worksheet titled <i>FGFS</i> has the heading "Summary Cash Flow".	FOG.1000.0001.5040 FOG.1000.0001.5041
24/02/2021	Email from Mr Chin to Mr Tesoriero attaching a schedule titled "Outstanding and Recurring Payments for BP & VT" as at 24 February 2021 and Payment Register report – 24.02.2021. Schedule has worksheets titled <i>Outstanding</i> ; <i>Recurring</i> ; <i>FGFS Petrol Stations</i> ; <i>Rental Properties</i> ; <i>Other Assets</i> ; <i>FGFS</i> . The worksheet titled <i>FGFS</i> has the heading "Summary Cash Flow".	FOG.1000.0001.5054 FOG.1000.0001.5055 FOG.1000.0001.5056

ANNEXURE B – INSTANCES WHERE MR TESORIERO DIRECTED OR REQUESTED PAYMENTS BE MADE FROM FGFS TO OTHER ENTITIES

Date	Details	Doc IDs
23/01/2018	Email from Mr Bouchahine to Adriana Tsiallis cc Mr Tesoriero and Mr Papas attaching remittance for deposit for 26 Edmonstone Rd, remittance showing \$290,000 paid from FG account.	FOG.1000.0001.5616 FOG.1000.0001.5617
18/05/2018	Email from Mr Bouchahine to Mr Tesoriero attaching remittance for deposit for Atherton Rd property, remittance showing \$100,000 paid from FG account.	FOG.1000.0003.8796 FOG.1000.0003.8797 FOR.000867479 FOG.1000.0005.6369
22/06/2018	Email from MS Fiona Yang to Mr Tesoriero attaching remittance showing \$321,000 paid from FGFS account to "Crabtrees"	FOG.1000.0010.3951 FOG.1000.0010.3952
13/08/2018	Email from Mr Tesoriero to Mr Bouchahine and Mr Papas titled "Fwd: upcoming"	FOG.1000.0002.3852
29/08/2018	Email chain between Mr Tesoriero and Mr Chin titled Re: Invoice #30536; M Motorsport Pty Ltd	FOG.1000.0005.5844
4/09/2018	Email chain between Mr Tesoriero and Mr Bouchahine titled "RE loan interest payments"	FOG.1000.0001.6390
26/09/2018	Email chain between Mr Tesoriero and Mr Chin titled "RE: boat payment"	FOG.1000.0002.4515
27/09/2018	Email from Mr Tesoriero to Mr Bouchahine and Mr Papas titled "Fwd: loan interest payments banks"	FOG.1000.0002.4504
3/10/2018	Email chain between Mr Tesoriero and Mr Bouchahine (and others) titled "Re Atherton Rd Settlement"	FOG.1000.0002.4542
4/10/2018	Email from Mr Tesoriero to Mr Chin titled "Fwd: Insurance Policy - Pleasure Craft – MY Mangusta 105 Open XOXO"	FOG.1000.0003.6484 FOG.1000.0003.6486
5/10/2018	Email chain between Mr Tesoriero and Ms Fiona Yang titled "RE: loan interest payments banks"	FOG.1000.0010.3966
9/10/2018	Email chain between Mr Tesoriero and Mr Bouchahine (Mr Chin and Mr Papas) titled Re: boat payment.	FOG.1000.0002.4733
15/10/2018	Email chain between Mr Tesoriero and Ms Yang (and Mr Bouchahine) titled "RE: payments", attaching remittance showing \$20,000 paid from FG account to "Carbay Net"	FOG.1000.0010.3968 FOG.1000.0010.3971
16/10/2018	Email from Mr Tesoriero to Mr Bouchahine and Mr Papas titled "Fwd: loan interest payments"	FOG.1000.0005.6384
17/10/2018	Email from Mr Bouchahine to Mr Tesoriero showing remittances for payment of deposit of \$421,000 for Atherton Rd. \$321,000 paid from FGFS account and \$100,000 paid from FG account.	FOG.1000.0003.8592 FOG.1000.0003.8593 FOG.1000.0003.8596
18/10/2018	Email chain between Mr Bouchahine and Ms Fiona Yang, forwarding email from Mr Tesoriero titled "FW: loan interest payments".	FOG.1000.0001.6552
21/11/2018	Email from Mr Tesoriero to Ms Kathleen Wang (Mr Bouchahine and Ms Suzi Phillips) titled "Fwd: 126463 & 126464 - Forum Group Financial Services Pty Ltd"	FOG.1000.0003.6436 FOG.1000.0003.6438 FOG.1000.0003.6439
3/12/2018	Email chain between Mr Tesoriero and Mr Papas titled "Re: wish list"	FOG.1000.0002.7062
6/12/2018	Email chain between Mr Tesoriero, Mr Papas and Mr Bouchahine titled "Re: Bowen Hills Loan - 1 month \$68,067"	FOG.1000.0005.7205

7/12/2018	Email from Mr Bouchahine to Mr Tesoriero attaching remittance.	FOG.1000.0003.7329 FOG.1000.0003.7330
11/01/2019	Email chain between Mr Tesoriero and Mr Bouchahine titled "Re: Funds"	FOG.1000.0003.6597
22/01/2019	Email from Mr Tesoriero to Mr Papas and Mr Bouchahine titled "Fwd: Vince: Here are my wire instructions for BTY."	FOG.1000.0003.6615
20/02/2019	Email from Mr Tesoriero to Mr Chin (copy Mr Papas and Mr Bouchahine) titled "Re: Invoices Payable - BP & VT Entities"	FOG.1000.0003.6648
15/03/2019	Email from Mr Chin to Mr Tesoriero (copy Mr Bouchahine and Mr Papas) titled "RE: Monaco transaction" attaching remittance showing payment	FOG.1000.0001.7620 FOG.1000.0001.7623
10/04/2019	Email from Mr Tesoriero to Joel Freeman of Freeman Group (copy Mr Bouchahine) titled "RE: Account details".	FOG.1000.0005.8634
15/04/2019	Email from Mr Tesoriero to Joel Freeman of Freeman Group (copy to Mr Papas and Mr Bouchahine) titled "Fwd: remittance for JAF" attaching remittance showing \$500,000 paid from FGFS account.	FOG.1000.0005.8666 FOG.1000.0005.8668
23/04/2019	Email from Mr Bouchahine to Mr Tesoriero and Mr Papas confirming that UD\$20,000 has been paid to Barclay Yachts as requested. Remittance shows amount is paid from FGFS account	FOG.1000.0001.5323 FOG.1000.0001.5324
14/06/2019	Email from Mr Tesoriero to Mr Bouchahine titled "Fw: Tesoriero Investment Group – Extension"	FOG.1000.0001.8192 FOG.1000.0001.8193
21/06/2019	Email from Mr Chin to Mr Tesoriero titled "RE: Tesoriero Investment Group – Extension"	FOG.1000.0004.7350 FOG.1000.0004.7352
27/06/2019	Email from Mr Tesoriero to Mr Bouchahine (copy Mr Papas) titled "monaco outstanding"	FOG.1000.0001.8318
26/09/2019	Email chain between Mr Tesoriero, Mr Chin, Mr Bouchahine and Mr Papas titled "Re: overdrafts closed off"	FOG.1000.0005.0444
7/11/2019	Email chain between Mr Tesoriero and Mr Bouchahine (copy Mr Papas) titled "Re: 18005_1b_20191106_26 Edmondstone Rd Bowen Hills_METIER3 Invoice 9721_LH"	FOG.1000.0003.2284
15/11/2019	Email from Mr Chin to Mr Papas and Mr Tesoriero titled "Remittance - NV Finance", attaching remittance	FOG.1000.0003.1950 FOG.1000.0003.1951
15/11/2019	Email from Mr Chin to Rodney King (copy Mr Tesoriero and Mr Papas) titled "1160 Glen Huntly Road Glen Huntly - Payment Remittance", attaching remittance showing \$152,000 paid from FGFS account	FOG.1000.0003.1953 FOG.1000.0003.1954
23/11/2019	Email chain between Mr Chin, Mr Tesoriero, Mr Papas and Mr Bouchahine titled "Fwd: 8-18 James St, Clayton Deposit"	FOG.1000.0005.1464
25/11/2019	Email chain between Mr Chin, Mr Tesoriero, Mr Papas and Mr Bouchahine titled "RE: 8-18 James St, Clayton Deposit", attaching remittance showing \$289,072 paid from FGFS account.	FOG.1000.0003.0123 FOG.1000.0003.0126
286/11/2019	Email from Mr Chin to Andrew Norbury (copy Mr Tesoriero) titled "Payment Remittance - Invoice 9722" attaching a remittance showing \$42,651.34 paid from the FGFS account.	FOG.1000.0004.7055 FOG.1000.0004.7056
2/12/2019	Email from Mr Tesoriero to Mr Bouchahine and Mr Chin titled "interest payments"	FOG.1000.0004.2353

54/12/2019	Email chain between Mr Tesoriero and Mr Bouchahine (copy Mr Papas) titled "Re: upcoming payment"	FOG.1000.0003.0136
19/12/2019	Emails between Mr Tesoriero and Mr Bouchahine, including remittance showing \$586,000 paid from FGFS account.	FOG.1000.0004.2455 FOG.1000.0004.4989 FOG.1000.0004.4991
5/12/2019	Email from Mr Chin to Mr Tesoriero (copy Mr Bouchahine) titled "RE: upcoming payment" attaching remittance showing \$126,859.68 paid from FGFS account.	FOG.1000.0004.2357 FOG.1000.0004.2359
15/01/2020	Email chain between Mr Chin, Mr Tesoriero (copy Mr Papas) titled "RE: Invoice 14206 from PROFESSIONAL HELICOPTER SERVICES PTY LTD is due". Attached remittance shows \$5,000 paid from FGFS account.	FOG.1000.0004.2500 FOG.1000.0004.2503
25/05/2020	Email chain between Mr Chin, Mr Tesoriero, Mr Bouchahine and Mr Papas titled "RE: 1160 Glen Huntly Road VIC 3163", attaching remittance showing \$100,000 paid from FGFS account.	FOG.1000.0001.2688 FOG.1000.0001.2693
27/05/2020	Email from Mr Chin to Mr Tesoriero (and others) titled "James St – Payment 6" attaching remittance showing \$100,000 paid from FGFS account.	FOG.1000.0001.2694 FOG.1000.0001.2695
28/05/2020	Email from Mr Chin to Mr Tesoriero titled "Monthly Invoice – Remittance" attaching remittance showing \$55,000 paid from FGFS account.	FOG.1000.0001.2696 FOG.1000.0001.2697
9/06/2020	Email chain between Mr Chine and John Servinis (copy to Mr Tesoriero and Mr Bouchahine) titled RE: Placelea Pty Ltd to Vince Tesoriero and/or Nominee - Sale of 8-12 Natalia Avenue, Oakleigh South (GM 190144). Attached remittance shows \$586,000 paid from FGFS account.	FOG.1000.0004.1278 FOG.1000.0004.1283
16/06/2020	Email from Mr Tesoriero to Mr Chin and Mr Bouchahine titled "Fwd: Remittance - Berkeley 300k". Attached remittance shows \$300,000 paid from FGFS account.	FOG.1000.0004.1292 FOG.1000.0004.1293
6/10/2020	Emails between Mr Tesoriero and Mr Bouchahine and Mr Chin titled "RE: GraysOnline Invoice 20007068-22". Remittance shows \$239,197.18 paid from FGFS account.	FOG.1000.0001.0255 FOG.1000.0001.2368 FOG.1000.0001.2370 FOG.1000.0006.7480
30/10/2020	Email chain between Mr Chin, Mr Tesoriero and Mr Bouchahine titled "RE: Tesoriero - Change of Corporate Structure **IMPORTANT**". Attached remittance shows \$5,912.46 paid from FGFS account	FOG.1000.0001.2150 FOG.1000.0001.2158
5/05/2021	Emails between Mr Chin, Imogen Moyle, Mr Tesoriero, Mr Bouchahine and others titled "RE: Tesoriero Investment Group Pty Ltd - Facility Maturity". Remittance shows \$2,401,755.00 paid from FGFS account.	FOG.1000.0001.4676 FOG.1000.0001.4678 FOG.1000.0001.4680 FOG.1000.0001.4681
21/05/2021	Email chain between Mr Tesoriero, Mr Papas and Mr Bouchahine titled Re: Vince".	FOG.1000.0003.7021

ANNEXURE C

	Date	Currency	Transaction Am	Beneficiary BSB	Beneficiary Account	Transaction Account Name	Transaction Reference	Remitter BS	Remitter Account
123043979	4/09/2018	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
123043979	4/09/2018	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
123043979	4/09/2018	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
124913559	5/10/2018	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
124913559	5/10/2018	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
124913559	5/10/2018	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
125598984	18/10/2018	AUD	30,000.00	063-104	10572179	Tesoriero	FG1012	082-080	121782934
125598984	18/10/2018	AUD	10,000.00	733-349	780597	Tesoriero	ForumGroup Inv1012	082-080	121782934
125598984	18/10/2018	AUD	10,000.00	013-214	213608896	TESORIERO INVESTMENTS	TESORI	082-080	121782934
126573804	2/11/2018	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
126573804	2/11/2018	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
126573804	2/11/2018	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
128668779	7/12/2018	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
128668779	7/12/2018	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
128668779	7/12/2018	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
130446875	11/01/2019	AUD	30,000.00	063-104	10572179	TESORIERO INVESTMENTS	TESORI	082-080	121782934
130577248	15/01/2019	AUD	10,000.00	013-214	213608896	TESORIERO INVESTMENTS	TESORI	082-080	121782934
130577248	15/01/2019	AUD	10,000.00	733-349	780597	TESORIERO	INV1015	082-080	121782934
131612489	1/02/2019	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
131612489	1/02/2019	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
131612489	1/02/2019	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
131612399	1/02/2019	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
131612399	1/02/2019	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
131612399	1/02/2019	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
133259975	28/02/2019	AUD	30,000.00	063-104	10572179	Tesoriero	Vince Consulting	082-080	121782934
133259975	28/02/2019	AUD	10,000.00	733-349	780597	Tesoriero	Contractor fee	082-080	121782934
133259975	28/02/2019	AUD	10,000.00	013-214	213608896	Tesoriero Investments	Contractor fee	082-080	121782934
135146404	1/04/2019	AUD	30,000.00	063-104	10572179	TESORIERO INVESTMENTS	TESORI	082-080	121782934
135146404	1/04/2019	AUD	10,000.00	733-349	780597	TESORIERO INVESTMENTS	TESORI	082-080	121782934
135146404	1/04/2019	AUD	10,000.00	013-214	213608896	TESORIERO INVESTMENTS	TESORI	082-080	121782934