NOTICE OF FILING

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File Title:	GENERAL MANAGER OF THE FAIR WORK COMMISSION v DIANA ASMAR & ORS
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA

Registrar

Important Information

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 of the filing of the document is determined pursuant to the Court's Rules.

Form 17

Rule 8.05(1)(a)

Amended Statement of claim

No. VID of 2024

Federal Court of Australia

District Registry: Victoria

Division: Fair Work

GENERAL MANAGER OF THE FAIR WORK COMMISSION

Applicant

DIANA ASMAR & OTHERS as set out in the attached schedule

Respondents

A. PARTIES AND RELEVANT PEOPLE

1. The Applicant (**General Manager**):

   (a) is a statutory appointee pursuant to s 660 of the *Fair Work Act 2009* (Cth) (**FW Act**); and

   (b) authorised to apply for orders, including pecuniary penalty orders, compensation orders and disqualification orders in respect of conduct in contravention of civil penalty provisions of the *Fair Work (Registered Organisations) Act 2009* (Cth) (**FWRO Act**), pursuant to ss 305(1), 306, 307, 307A, 310(1)(a) and 338 of the FWRO Act.

2. The Health Services Union (**HSU**) is and was at all relevant times an "organisation" within the meaning of s 6 of the FWRO Act.

3. The Victoria No. 1 Branch of the HSU (**Branch**):

   (a) is and was at all relevant times a branch of the HSU;

PARTICULARS

Rule 39(c) of the HSU Rules. A copy of the HSU Rules is in the possession of the General Manager's solicitors and is available for inspection upon request.

Filed on behalf of (name & role of party) The Applicant

Prepared by (name of person/lawyer) Jon Lovell

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(b) also known as, and operates under the business name of, the Health Workers Union or "HWU";

(c) from prior to July 2016 until December 2017, maintained a bank account with the Westpac Banking Corporation (**Westpac**) with the BSB 033-305 and account number 508770 (**Branch Westpac Account**);

(d) maintained the following bank accounts with the Commonwealth Bank of Australia (**CBA**):

(i) at all relevant times, a facility with the BSB 062-000 and account number 14605699 (**Branch Acc No. 5699**); and

(ii) from on or around 28 April 2017, a facility with the BSB 063-215 and account number 10458764 (**Branch Acc No. 8764**),

(together, **the Branch CBA Accounts**); and

(e) had in place a policy known as the "Business Expense Reimbursement Procedure" (**Reimbursement Policy**).

PARTICULARS

The Reimbursement Policy was in writing and contained in a document titled "Health Workers Union Business Expense Reimbursement Procedure 2016". A copy of this document is in the possession of the General Manager's solicitors and is available for inspection upon request.

4. The First Respondent (**Ms Asmar**):

(a) is a natural person capable of being sued;

(b) is and was at all relevant times:

(i) the Secretary of the Branch and a full-time paid office holder in the Branch;

(ii) the holder of an "office" in relation to the Branch within the meaning of s 9 of the FWRO Act;

(c) by reason of paragraph 4(b) herein, is and was at relevant times an "officer" within the meaning of s 6 of the FWRO Act;

(d) in relation to all acts and omissions alleged herein, is and was at relevant times exercising powers or duties as an officer of the Branch which related to the financial management of the Branch;

(e) had a CBA bank account in her name with the following details:

(i) BSB: [redacted];

(ii) Account number: [redacted] (**Diana Asmar Account**); and

(f) had two bank accounts jointly in her name and in the name of her husband, Mr David Asmar, with the following details:

    (i) [redacted] (**Joint Asmar Account No 1**); and

    (ii) [redacted] (**Joint Asmar Account No 2**),

    (together, **the Joint Asmar Accounts**).

5. The Second Respondent (**Ms Georgiev**):

    (a) is a natural person capable of being sued;

    (b) is and was at all relevant times employed by the HSU in the position of "Finance Manager" of the Branch; and

    (c) in relation to all acts and omissions alleged herein, is and was at relevant times exercising powers or duties as an employee of the Branch which related to the financial management of the Branch.

6. The Third Respondent (**Mr Katsis**):

    (a) is a natural person capable of being sued;

    (b) is and was at all relevant times:

        (i) employed by the HSU in the position of Organiser in the Branch;

        (ii) a member of the Branch's "Branch Committee of Management" (**BCOM**);

        (iii) the holder of an "office" in relation to the Branch within the meaning of s 9 of the FWRO Act;

    (c) by reason of paragraph 6(b) herein, is and was at relevant times an "officer" within the meaning of s 6 of the FWRO Act; and

    (d) in relation to all acts and omissions alleged herein, is and was at relevant times exercising powers or duties as an officer of the Branch which related to the financial management of the Branch.

7. The Fourth Respondent (**Mr Asmar**):

    (a) is a natural person capable of being sued;

    (b) is and was at all relevant times, married to Ms Asmar;

    (c) had a bank account in his name with the following details:

        (i) [redacted];

        (ii) [redacted] (**David Asmar Account**); and

(d) had two bank accounts jointly in his name and in the name of his wife, Ms Asmar, being the Joint Asmar Accounts as alleged in paragraph 4(f) herein.

8. ~~The Fifth Respondent~~ Mr David Eden (**Mr Eden**):

(a) is a natural person ~~capable of being sued~~;

(b) is and was at all relevant times:

(i) the Assistant Secretary of the Branch;

(ii) the holder of an "office" in relation to the Branch within the meaning of s 9 of the FWRO Act;

(c) by reason of paragraph 7(b) herein, is and was at relevant times an "officer" within the meaning of s 6 of the FWRO Act; and

(d) ~~in relation to all acts and omissions alleged herein,~~ is and was at relevant times exercising powers or duties as an officer of the Branch which related to the financial management of the Branch.

9. The Sixth Respondent (**Mr Atkinson**):

(a) is a natural person capable of being sued;

(b) is and was at all relevant times:

(i) the Senior Vice President of the Branch;

(ii) the holder of an "office" in relation to the Branch within the meaning of s 9 of the FWRO Act;

(c) by reason of paragraph 8(b) herein, is and was at relevant times an "officer" within the meaning of s 6 of the FWRO Act; and

(d) in relation to all acts and omissions alleged herein, is and was at relevant times exercising powers or duties as an officer of the Branch which related to the financial management of the Branch.

10. ~~The Seventh Respondent~~ Ms Rhonda Barclay (**Ms Barclay**):

(a) is a natural person ~~capable of being sued~~;

(b) is and was at all relevant times:

(i) the President of the Branch;

(ii) the holder of an "office" in relation to the Branch within the meaning of s 9 of the FWRO Act;

(c) by reason of paragraph 8(b) herein, is and was at relevant times an "officer" within the meaning of s 6 of the FWRO Act; and

(d) ~~in relation to all acts and omissions alleged herein,~~ is and was at relevant times exercising powers or duties as an officer of the Branch which related to the financial management of the Branch.

11. Tintern Heights Pty Ltd, trading as "Southern Publishing" (**Southern Publishing**), is and was at all relevant times:

(a) a proprietary company limited by shares within the meaning of the *Corporations Act 2001* (Cth);

(b) purportedly carrying on a business supplying printing, stationery and other merchandise to the Branch; and

(c) had a CBA bank account in its name with the following details:

(i) BSB: 063 550;

(ii) Account number: 10010117 (**Southern Publishing Account**).

(d) <u>had a Westpac bank account in its name with the following details:</u>

(i) <u>BSB: 033-047;</u>

(ii) <u>Account number: 67 9218 (**Southern Publishing Westpac Account**).</u>

12. Mr Peter William Walsh (**Mr Walsh**) is and was at all relevant times:

(a) a natural person;

(b) one of two directors and shareholders of Southern Publishing;

(c) the company secretary of Southern Publishing; and

(d) a person with the ability to access, and transact through, the Southern Publishing Account.

B. POWERS AND DUTIES OF THE RESPONDENTS

13. At all relevant times, Ms Asmar had the following powers, duties and obligations as Secretary of the Branch:

(a) an obligation to comply with the terms of the Reimbursement Policy, as in force from time to time;

(b) a duty to exercise her powers and discharge her duties with the degree of care and diligence that a reasonable person would exercise, if he or she were an officer of the Branch in the circumstances and occupied the office of Secretary with the same responsibilities within the Branch;

PARTICULARS

Section 285(1) of the FWRO Act.

(c) a duty to exercise her powers and discharge her duties in good faith in what she believed to be in the best interests of the HSU and/or the Branch;

PARTICULARS

Section 286(1)(a) of the FWRO Act.

(d) a duty to exercise her powers and discharge her duties for a proper purpose;

PARTICULARS

Section 286(1)(b) of the FWRO Act.

(e) a duty not to improperly use her position to gain an advantage for herself or someone else; and

PARTICULARS

Section 287(1)(a) of the FWRO Act.

(f) a duty not to improperly use her position to cause detriment to the HSU or to another person.

PARTICULARS

Section 287(1)(b) of the FWRO Act.

14. At all relevant times, Ms Georgiev had the following duties and obligations as an employee of the HSU:

(a) an obligation to comply with the terms of the Reimbursement Policy, as in force from time to time;

(b) a duty not to improperly use her position to gain an advantage for herself or someone else; and

PARTICULARS

Section 287(1)(a) of the FWRO Act.

(c) a duty not to improperly use her position to cause detriment to the HSU or to another person.

PARTICULARS

Section 287(1)(b) of the FWRO Act.

15. At all relevant times, Mr Katsis had the following powers, duties and obligations as an officer of the Branch:

(a) an obligation to comply with the terms of the Reimbursement Policy, as in force from time to time;

(b) a duty to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise, if he or she were an officer of the Branch in the circumstances and occupied the office of a member of the BCOM with the same responsibilities within the Branch;

PARTICULARS

Section 285(1) of the FWRO Act.

(c) a duty to exercise his powers and discharge his duties in good faith in what he believed to be in the best interests of the HSU and/or the Branch;

PARTICULARS

Section 286(1)(a) of the FWRO Act.

(d) a duty to exercise his powers and discharge his duties for a proper purpose;

PARTICULARS

Section 286(1)(b) of the FWRO Act.

(e) a duty not to improperly use his position to gain an advantage for himself or someone else; and

PARTICULARS

Section 287(1)(a) of the FWRO Act.

(f) a duty not to improperly use his position to cause detriment to the HSU or to another person.

PARTICULARS

Section 287(1)(b) of the FWRO Act.

~~16. At all relevant times, Mr Eden had a duty to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise, if he or she were an officer of the Branch in the circumstances and occupied the office of Assistant Secretary with the same responsibilities within the Branch.~~

~~**PARTICULARS**~~

~~Section 285(1) of the FWRO Act.~~

17. At all relevant times, Mr Atkinson had a duty to exercise his powers and discharge his duties with the degree of care and diligence that a reasonable person would exercise, if he or she were an officer of the Branch in the circumstances and occupied the office of Senior Vice President with the same responsibilities within the Branch.

PARTICULARS

Section 285(1) of the FWRO Act.

~~18. At all relevant times, Ms Barclay had a duty to exercise her powers and discharge her duties with the degree of care and diligence that a reasonable person would exercise, if he or she were an officer of the Branch in the circumstances and occupied the office of President with the same responsibilities within the Branch.~~

~~PARTICULARS~~

~~Section 285(1) of the FWRO Act.~~

C. BREACHES OF DUTIES – NON-EXISTENT EXPENSES CONDUCT

C.1 Claims for reimbursement of illegitimate business expenses

19. Between 31 August 2018 and 20 November 2020, Ms Asmar was purportedly reimbursed by the HSU for business expenses incurred by her in the course of performing her duties as Secretary of the Branch, on each of the occasions identified in Table A to this statement of claim, such purported reimbursements totalling ~~$122,556.03~~ $122,118.29.

20. On each of the occasions identified in Table A to this statement of claim:

(a) an amount of money was transferred from one of the Branch CBA Accounts into the Diana Asmar Account or one of the Joint Asmar Accounts; and

(b) Ms Georgiev initiated the transfer, save for the transfer on 13 September 2019, which was initiated by Ms Asmar herself, and the transfers on 4 February 2019 and 11 March 2020, for which it is unknown who authorised the transfers; and

PARTICULARS

The transfers were initiated by Ms Georgiev (or Ms Asmar) making payments from the Branch CBA Accounts via online banking.

Further particulars may be provided following discovery and the return of subpoenas.

(c) one or more of Mr Katsis, Mr Eden, Mr Atkinson or Ms Barclay purportedly approved the transfer, save for the transfers on 22 January 2020, 9 June 2020 and 25 June 2020, which transfers were approved by Ms Asmar herself as the sole approver, and the transfers on 4 February 2019 and 11 March 2020, for which it is unknown who authorised the transfers.

21. Each of the transfers identified in Table A to this statement of claim were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

22. At all relevant times:

(a) Ms Asmar knew that each of the transfers identified in Table A to this statement of claim were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch; and

(b) Ms Georgiev knew that each of the transfers identified in Table A to this statement of claim (save for the excluded occasions identified in paragraph 16(b) herein) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar and Ms Georgiev) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar and Ms Georgiev were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant (here, Ms Asmar) unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

(i) submit an "Expense Claim Form" (clause 2.3);

(ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

(iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

(i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

(ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

(iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

(iv) to have the Expense Claim Form counter-signed by their "*Manager*";

E. In respect of each of the transfers identified in Table A to this statement of claim, Ms Asmar did not prepare, or produce, any Expense Claim

Form and/or any supporting documentation in support of her claims for reimbursement at all;

F. In respect of each of the transfers identified in Table A to this statement of claim, Ms Georgiev did not receive or otherwise sight any Expense Claim Form and/or any supporting documentation in respect of Ms Asmar's claims for reimbursement;

G. Despite the matters identified in particulars A to F herein:

(i) Ms Asmar nevertheless made claims and received payments, and on one occasion initiated a payment to herself, from the Branch CBA Accounts, for the purported reimbursements; and

(ii) Ms Georgiev nevertheless initiated the payments from the Branch CBA Accounts to the Diana Asmar Account or one of the Joint Asmar Accounts for the purported reimbursements (save for the excluded occasions identified in paragraph 16(b) herein).

The General Manager also refers to and relies upon paragraphs 37 to 71 and 96 to 123 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

C.2 Contraventions by Ms Asmar of the FWRO Act (reimbursement of illegitimate business expenses)

23. By reason of paragraphs 15 to 18(a) herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(b) herein.

24. By reason of paragraphs 15 to 18(a) and 19 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar contravened s 285(1) of the FWRO Act.

25. By reason of paragraphs 15 to 18(a) herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(c) herein.

26. By reason of paragraphs 15 to 18(a) and 21 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar contravened s 286(1)(a) of the FWRO Act.

27. Further or in the alternative to paragraphs 19 to 22 herein, by reason of paragraphs 15 to 18(a) herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(d) herein.

28. Further or in the alternative to paragraphs 19 to 22 herein, by reason of paragraphs 15 to 18(a) and 23 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar contravened s 286(1)(b) of the FWRO Act.

29. By reason of paragraphs 15 to 18(a) herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(e) herein.

PARTICULARS

Ms Asmar improperly used her position to gain an advantage for herself by reason of the fact that she received an amount of ~~$122,556.03~~ $122,118.29 from the Branch CBA Accounts in circumstances where she knew each of the transfers identified in Table A to this statement of claim were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch.

30. By reason of paragraphs 15 to 18(a) and 25 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar contravened s 287(1)(a) of the FWRO Act.

31. Further or in the alternative to paragraphs 25 to 26 herein, by reason of paragraphs 15 to 18(a) herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(f) herein.

PARTICULARS

Ms Asmar improperly used her position to cause detriment to the HSU and/or the Branch and/or its members, by reason of the fact that she received an amount of ~~$122,556.03~~ $122,118.29 from the Branch CBA Accounts in circumstances where she knew each of the transfers identified in Table A to this statement of claim were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch.

32. Further or in the alternative to paragraphs 25 to 26 herein, by reason of paragraphs 15 to 18(a) and 27 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar contravened s 287(1)(b) of the FWRO Act.

C.3 Contraventions by Ms Georgiev of the FWRO Act (reimbursement of illegitimate business expenses)

33. By reason of paragraphs 15 to 17 and 18(b) herein, on each of the occasions identified in Table A to this statement of claim (save for the excluded occasions identified in paragraph 16(b)), Ms Georgiev breached her duty as alleged in paragraph 12(b) herein.

PARTICULARS

Ms Georgiev improperly used her position to gain an advantage for Ms Asmar, by processing the payment of $113,327.78 from the Branch CBA Accounts to the Diana Asmar Account or one of the Joint Asmar Accounts, in circumstances where she knew each of the transfers identified in Table A to this statement of claim (save for the transfers on 13 September 2019, 4 February 2019 and 11 March 2020) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

34. By reason of paragraphs 15 to 17, 18(b) and 29 herein, on each of the occasions identified in Table A to this statement of claim (save for the excluded occasions identified in paragraph 16(b)), Ms Georgiev contravened s 287(1)(a) of the FWRO Act.

35. Further or in the alternative to paragraphs 29 to 30 herein, by reason of paragraphs 15 to 17 and 18(b) herein, on each of the occasions identified in Table A to this statement of claim (save for the excluded occasions identified in paragraph 16(b)), Ms Georgiev breached her duty as alleged in paragraph 12(c) herein.

PARTICULARS

Ms Georgiev improperly used her position to cause detriment to the HSU and/or the Branch and/or its members, by reason of the fact that she processed the payment of $113,327.78 from the Branch CBA Accounts to the Diana Asmar Account or one of the Joint Asmar Accounts, in circumstances where she knew that each of the transfers identified in Table A to this statement of claim (save for the transfers on 13 September 2019, 4 February 2019 and 11 March 2020) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

36. Further or in the alternative to paragraphs 29 to 30 herein, by reason of paragraphs 15 to 17, 18(b) and 31 herein, on each of the occasions identified in Table A to this statement of claim (save for the excluded occasions identified in paragraph 16(b)), Ms Georgiev contravened s 287(1)(b) of the FWRO Act.

D. PLEA IN THE ALTERNATIVE – NON-EXISTENT EXPENSES CONDUCT WAS IN BREACH OF THE REIMBURSEMENT POLICY

D.1 Conduct in contravention of the Reimbursement Policy

37. In the alternative to paragraphs 16 to 32 herein, each of the transfers identified in Table A to this statement of claim were claimed and/or initiated in a manner contrary to the terms of the Reimbursement Policy, in that Ms Asmar did not:

(a) provide any receipts or other supporting documents in support of her claims for reimbursement of business expenses; or

(b) prepare any "claims for reimbursement" forms in support of her claims for reimbursement of business expenses.

38. In the alternative to paragraphs 16 to 32 herein, at all relevant times Ms Asmar knew that each of the transfers identified in Table A to this statement of claim were claimed and/or initiated in a manner contrary to the terms of the Reimbursement Policy.

PARTICULARS

The General Manager refers to and repeats particulars A to G to paragraph 18 herein.

D.2 Contraventions by Ms Asmar of the FWRO Act (contravention of the Reimbursement Policy)

39. In the alternative to paragraphs 16 to 32 herein, by reason of paragraphs 33 to 34 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(b) herein.

40. In the alternative to paragraphs 16 to 32 herein, by reason of paragraphs 33 to 34 herein, on each of the occasions identified in Table A to this statement of claim, Ms Asmar contravened s 285(1) of the FWRO Act.

E. BREACHES OF DUTIES – FURTHER REIMBURSEMENT CONTRAVENTIONS

E.1 Further transfers

E.1.1 Transfer 1

41. On or about 29 March 2017, $1,674 was paid by the HSU from the Branch Westpac Account into the Diana Asmar Account, allegedly following the submission of a "claim for reimbursement" form in respect of 13 purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between 3 July 2016 and 10 March 2017. A copy of the "claim for reimbursement" form is in the possession of the General Manager's solicitors and is available for inspection upon request.

42. The payment of $1,674 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch Westpac Account.

Further particulars may be provided following discovery and the return of subpoenas.

43. Ms Asmar's claim for reimbursement of $1,674, included claims for expenses that:

(a) were in fact incurred by Ms Georgiev and not Ms Asmar; or

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev and not Ms Asmar:

A. $54.40 at Nespresso, Doncaster on 3 July 2016. Listed as "coffee" for "office" on the Expense Claim Form;

B. $576.30 at Zegov Restaurant, Thomastown on 3 February 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

C. $40.10 at Urban Grooves Café, Greensborough on 12 February 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

D. $260.00 at Squires Loft, Docklands on 14 February 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

E. $53.80 at Westlake Restaurant, Melbourne on 19 February 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

F. $34.00 at Mable Jones on 4 March 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

G. $119.00 at Portsea Hotel, Portsea on 18 March 2017. Listed as "meals" for "meeting" on the Expense Claim Form.

(b) were in fact incurred by Ms Georgiev's spouse, Mr Dejan Georgiev, and not Ms Asmar:

PARTICULARS

The following expense, as identified on the "claim for reimbursement" form, was incurred by Ms Georgiev's spouse, Mr Dejan Georgiev, and not Ms Asmar:

A. $172.40 at Officeworks, Bundoora on 11 February 2017. Listed as "stationary" [sic] on the Expense Claim Form.

(c) had previously already been reimbursed to Ms Asmar following the submission of an earlier "claim for reimbursement" form.

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were previously reimbursed to Ms Asmar following the submission of an earlier "claim for reimbursement" form:

A. $53.80 at Westlake Restaurant, Melbourne on 19 February 2017. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 21 February 2017;

B. $67.50 at Downstairs Bistro, Southbank on 2 January 2017. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 21 February 2017;

C. $172.40 at Officeworks, Bundoora on 11 February 2017. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 21 February 2017;

D. $260.00 at Squires Loft, Docklands on 14 February 2017. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 21 February 2017.

44. By reason of paragraphs 37 to 39 herein, the payment of $1,377.50 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account, was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

45. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 39 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 39 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 39 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar, Ms Georgiev and Mr Katsis) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

(i) submit an "Expense Claim Form" (clause 2.3);

(ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

(iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

(i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

(ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

(iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

(iv) to have the Expense Claim Form counter-signed by their "*Manager*";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. $1,310.00 of the claimed expenses had in fact been incurred by Ms Georgiev or Mr Georgiev, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

G. $553.70 of the claimed expenses had in fact already been claimed by Ms Asmar following the submission of an earlier Expense Claim Form, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless:

i. initiated the payments in circumstances where the receipts attached to the Expense Claim Form to justify the claim for reimbursement to Ms Asmar included expenditure incurred by Ms Georgiev (or her husband);

ii. initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and (iii) Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.1.2 Transfer 2

46. On or about 3 April 2017, $1,472.52 was paid by the HSU from the Branch Westpac Account into the Diana Asmar Account, allegedly following the submission of a "claim for reimbursement" form in respect of 18 purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, as signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between 13 July 2016 and 16 March 2017. A copy of the "claim for reimbursement" form is in the possession of the General Manager's solicitors and is available for inspection upon request.

47. The payment of $1,472.52 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch Westpac Account.

Further particulars may be provided following discovery and the return of subpoenas.

48. Ms Asmar's claim for reimbursement of $1,472.52, included claims for expenses that:

(a) were in fact incurred by Ms Georgiev and not Ms Asmar; or

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev and not Ms Asmar:

A. $72.30 at The Groove Train, Greensborough on 15 December 2016. Listed as "meals" for "meeting" on the Expense Claim Form;

B. $120.00 at Hahndorfs Fine Chocolate on 20 December 2016. Listed as "chocolates" for "gifts" on the Expense Claim Form;

C. $261.30 at Squires Loft, Essendon on 26 December 2016. Listed as "meals" for "meeting" on the Expense Claim Form;

D. $40.70 at Urban Grooves Café, Greensborough on 24 July 2016. Listed as "meals" for "meeting" on the Expense Claim Form.

(b) were in fact incurred by Ms Georgiev's mother, Ms Violeta Jadilebovski, and not Ms Asmar.

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev's mother, Ms Violeta Jadilebovski, and not Ms Asmar:

A. $103.20 at Nespresso, Doncaster on 14 December 2016. Listed as "coffee" for "meeting" on the Expense Claim Form;

B. $29.30 at Casa Bella Café, Preston on 7 March 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

C. $28.79 at Going Nuts on 16 March 2017. Listed as "snacks" for "office" on the Expense Claim Form.

49. By reason of paragraphs 42 to 44 herein, the payment of $655.59 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

50. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 44 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 44 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 44 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar, Ms Georgiev and Mr Katsis) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

   (i) submit an "Expense Claim Form" (clause 2.3);

   (ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

   (iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

   (i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

   (ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

   (iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

   (iv) to have the Expense Claim Form counter-signed by their "Manager";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. $494.30 of the claimed expenses had in fact been incurred by Ms Georgiev, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

G. $161.29 of the claimed expenses had in fact been incurred by Ms Georgiev's mother, Ms Violeta Jadilebovski, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless:

i. initiated the payments in circumstances where the receipts attached to the Expense Claim Form to justify the claim for reimbursement to Ms Asmar included expenditure incurred by Ms Georgiev (or her mother);

ii. initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and

(iii) Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.1.3 Transfer 3

51. On or about 10 October 2017, $1,749.08 was paid by the HSU from the Branch Westpac Account into the Diana Asmar Account, allegedly following the submission of a "claim for reimbursement" form in respect of 13 purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, as signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between 23 February 2017 and 9 October 2017. A copy of the "claim for reimbursement" form is in the possession of the General Manager's solicitors and is available for inspection upon request.

52. The payment of $1,749.08 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch Westpac Account.

Further particulars may be provided following discovery and the return of subpoenas.

53. Ms Asmar's claim for reimbursement of $1,749.08, included claims for expenses that:

(a) were in fact incurred by Mr Asmar and not Ms Asmar; or

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Mr Asmar and not Ms Asmar:

A. $127.96 at Officeworks on 23 February 2017. Listed as "office supplies" on the Expense Claim Form;

B. $162.00 at Officeworks on 25 February 2017. Listed as "office supplies" on the Expense Claim Form.

(b) were incurred in 2019, approximately two years after the date the claim for reimbursement of business expenses was made.

PARTICULARS

Item 11 on the "claim for reimbursement" form relates to expenditure incurred at Village Cinemas purportedly on 7 October 2017.

The $206.00 expense was supported by the production of a tax invoice with the date obscured. The tax invoice confirms Ms Asmar was a member of the Village Cinemas rewards program, known as "Vrewards". A copy of the tax invoice is in the possession of the General Manager's solicitors and is available for inspection upon request.

Village Cinemas produced a sales transactions report which confirms that Ms Asmar did not become a member of "Vrewards" until 2019. A copy of the sales transaction report is in the possession of the General Manager's solicitors and is available for inspection upon request.

54. By reason of paragraphs 47 to 49 herein, the payment of $495.96 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

55. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 49 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 49 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 49 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

(i) submit an "Expense Claim Form" (clause 2.3);

(ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

(iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

(i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

(ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

(iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

(iv) to have the Expense Claim Form counter-signed by their "Manager";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. $289.96 of the claimed expenses had in fact been incurred by Mr Asmar, which was known to Ms Asmar.

G. $206.00 of the claimed expenses were purportedly supported by the production of a tax invoice that did not exist at the time the reimbursement was paid, which was known to Ms Asmar, Ms Georgiev and Mr Katsis.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and

(iii) Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.1.4 Transfer 4

56. On or about 15 March 2018, $2,435.90 was paid by the HSU from the Branch Acc. No 5699 into the Diana Asmar Account, allegedly following the submission of a "claim for reimbursement" form in respect of 15 purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, as signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between 23 April 2016 and 10 March 2017. A copy of the "claim for reimbursement" form is in the possession of the General Manager's solicitors and is available for inspection upon request.

57. The payment of $2,435.90 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

Further particulars may be provided following discovery and the return of subpoenas.

58. Ms Asmar's claim for reimbursement of $2,435.90, included claims for expenses that:

(a) were in fact incurred by Ms Georgiev and not Ms Asmar; or

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev and not Ms Asmar:

A. $70.30 at The Beachhouse Seafood Diner, Greensborough on 3 January 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

B. $33.10 at The Pancake Parlour, Preston on 5 January 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

C. $64.00 at Sacrebleu French Café, Rye on 6 January 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

D. $152.00 at The Point on Nepean, Blairgowrie on 11 January 2017. Listed as "meals" for "meeting" on the Expense Claim Form;

E. $56.30 at The Urban Grooves Café, Greensborough on 16 January 2017. Listed as "meals" for "meeting" on the Expense Claim Form.

(b) were claimed for twice.

PARTICULARS

The following expense, as identified on the "claim for reimbursement" form, was claimed for twice:

A. $152.00 in Blairgowrie on 11 January 2017.

59. By reason of paragraphs 52 to 54 herein, the payment of $527.70 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

60. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 54 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 54 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 54 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar, Ms Georgiev and Mr Katsis) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

(i) submit an "Expense Claim Form" (clause 2.3);

(ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

(iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

(i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

(ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

(iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

(iv) to have the Expense Claim Form counter-signed by their "Manager";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. $375.70 of the claimed expenses had in fact been incurred by Ms Georgiev, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

G. $152.00 of the claimed expenses had been claimed twice by Ms Asmar on the Expense Claim Form, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless:

i. initiated the payments in circumstances where the receipts attached to the Expense Claim Form to justify the claim for reimbursement to Ms Asmar included expenditure incurred by Ms Georgiev;

ii. initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and

iii. Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.1.5 Transfer 5

61. On or about 21 May 2018, $1,228.75 was paid by the HSU from the Branch Acc. No. 8764 into the Diana Asmar Account, allegedly following the submission of a "claim for reimbursement" form in respect of 11 purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, as signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between ~~3 July 2016 and 10 March 2017~~ 20 January 2018 – 20 May 2018. A copy of the "claim for reimbursement" form is in the possession of the General Manager's solicitors and is available for inspection upon request.

62. The payment of $1,228.75 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

63. Ms Asmar's claim for reimbursement of $1,228.75, included claims for expenses that:

(a) were in fact incurred by Ms Georgiev and not Ms Asmar; or

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev and not Ms Asmar:

A. $84.60 at La Porchetta, Greensborough on 20 January 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

B. $94.62 at Macelleria, Richmond on 16 February 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

C. $77.00 at The Urban Grooves Café, Greensborough on 19 February 2019. Listed as "meals" for "meeting" on the Expense Claim Form;

D. $70.20 at The Urban Grooves Café, Greensborough on 16 April 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

E. $53.40 at The Urban Grooves Café, Greensborough on 5 May 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

F. $53.50 at The Rye Hotel, Rye on 19 May 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

G. $66.00 at Buckley's Chance, Sorrento on 19 May 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

H. $72.00 at Stix & Stones, Lower Plenty on 20 May 2018. Listed as "meals" for "meeting" on the Expense Claim Form.

(b) were in fact incurred by Mr Asmar and not Ms Asmar.

PARTICULARS

The following expense, as identified on the "claim for reimbursement" form, was incurred by Mr Asmar and not Ms Asmar:

A. $388.00 at Officeworks on 26 April 2018. Listed as "stationery" for "office" on the Expense Claim Form.

64. By reason of paragraphs 57 to 59 herein, the payment of $959.32 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

65. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 59 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 59 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 59 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar, Ms Georgiev and Mr Katsis) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

(i) submit an "Expense Claim Form" (clause 2.3);

(ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

(iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

(i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

(ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

(iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

(iv) to have the Expense Claim Form counter-signed by their "Manager";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. $571.32 of the claimed expenses had in fact been incurred by Ms Georgiev, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

G. $388.00 of the claimed expenses had in fact been claimed by Mr Asmar, which was known to Ms Asmar.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless:

i. initiated the payments in circumstances where the receipts attached to the Expense Claim Form to justify the claim for reimbursement to Ms Asmar included expenditure incurred by Ms Georgiev;

ii. initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and

(iii) Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.1.6 Transfer 6

66. On or about 13 December 2018, $2,356 was paid by the HSU from the Branch Acc. No. 8764 into the Diana Asmar Account, including purportedly in respect of a "claim for reimbursement" form submitted by Diana Asmar totalling $1,510.74 in respect of 10

purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, as signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between 23 September 2018 and 8 December 2018. A copy of the "claim for reimbursement" form is in the possession of the General Manager's solicitors and is available for inspection upon request.

67. The payment of $2,356 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

68. Ms Asmar's claim for reimbursement of $1,510.74, included claims for expenses that:

(a) were in fact incurred by Ms Georgiev and not Ms Asmar, including two transactions that were incurred after the reimbursement was paid to Ms Asmar;

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev and not Ms Asmar:

A. $19.50 at Europa Café, Ballarat on 23 September 2018. Listed as "coffee" for "meeting" on the Expense Claim Form;

~~B. $79.20 at Zegov Restaurant, Thomastown on 1 November 2018. Listed as "meals" for "meeting" on the Expense Claim Form;~~

C. $120.00 at Bunnings, Thomastown on 9 November 2018. Listed as "office storage" on the Expense Claim Form;

D. $24.99 at Costco, Epping purportedly incurred on 4 December 2018 but which was actually incurred on 20 December 2018. Listed as "plates" for "office" on the Expense Claim Form;

E. $100.00 at LaManna Supermarket, Essendon on 7 December 2018. Listed as "cake" for "staff birthdays" on the Expense Claim Form;

F. $75.00 at LaManna Supermarket, Essendon on 7 December 2018. Listed as "drinks" for "office birthdays" on the Expense Claim Form;

G. $350.00 at Sculli Bros, Greensborough purportedly incurred on 6 December 2018, but which was actually incurred on 28 November 2019. Listed as "hampers" for "staff recognition" on the Expense Claim Form.

(b) were not in fact incurred by Ms Asmar, as the transaction was ultimately cancelled and the amount incurred partially refunded to her.

PARTICULARS

The following expense, as identified on the "claim for reimbursement" form, was not in fact incurred and had been partially refunded to Ms Asmar previously:

A. $584.30 at Bunnings on 7 December 2018, with the amount of $381.00 recorded on the Joint Asmar Account No 2 as a "debit card refund".

69. By reason of paragraphs 62 to 64 herein, the payment of ~~$1,352.99~~ $1,273.79 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

70. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 64 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 64 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 64 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar, Ms Georgiev and Mr Katsis) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

(i) submit an "Expense Claim Form" (clause 2.3);

(ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

(iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

(i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

(ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

(iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

(iv) to have the Expense Claim Form counter-signed by their "Manager";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. ~~$418.69~~ $339.49 of the claimed expenses had in fact been incurred by Ms Georgiev, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

G. $374.99 of the claimed expenses were purportedly supported by the production of a tax invoice that did not exist at the time the reimbursement was paid, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless:

i. initiated the payments in circumstances where the receipts attached to the Expense Claim Form to justify the claim for reimbursement to Ms Asmar included expenditure incurred by Ms Georgiev;

ii. initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and (iii) Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.1.7 Transfer 7

71. On or about 17 July 2019, $2,410 was paid by the HSU from the Branch Acc. No. 8764 into the Diana Asmar Account, including purportedly in respect of a "claim for reimbursement" form totalling $1,480.27 in respect of 13 purported business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch, as signed by Ms Asmar and Mr Katsis.

PARTICULARS

The "claim for reimbursement" form was purportedly in relation to the reimbursement of business expenses for the period between 26 August 2018 and 16 June 2019. A copy of the "claim for reimbursement" form for $1,480.27 is in the possession of the General Manager's solicitors and is available for inspection upon request.

72. The payment of $2,410 was initiated by Ms Georgiev.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

73. Ms Asmar's claim for reimbursement of $1,480.27 included claims for expenses that:

(a) were in fact incurred by Ms Georgiev and not Ms Asmar;

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were incurred by Ms Georgiev and not Ms Asmar:

A. $157.70 at Butcher's Daughter, Lalor on 18 December 2018. Listed as "meals" for "meeting" on the Expense Claim Form;

B. $109.20 at Espresso 3034, Montmorency on 18 May 2019. Listed as "meals" for "meeting" on the Expense Claim Form;

C. $56.00 at BWS, Greensborough on 17 July 2019. Listed as "drinks" for "staff recognition" on the Expense Claim Form.

(b) had previously already been reimbursed to Ms Asmar following the submission of an earlier "claim for reimbursement" form.

PARTICULARS

The following expenses, as identified on the "claim for reimbursement" form, were previously reimbursed to Ms Asmar following the submission of an earlier "claim for reimbursement" form:

A. $67.10 at Dayef Petroleum, Heidelberg on 3 January 2019. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 14 January 2019;

B. $70.54 at Dayef Petroleum, Heidelberg on 14 January 2019. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 14 January 2019;

C. $72.50 at Expresso 3094 on 27 January 2019. This expense was included on an earlier Expense Claim Form and was reimbursed to Ms Asmar on 10 April 2019.

74. By reason of paragraphs 67 to 69 herein, the payment of $533.04 (being the quantum of expenses identified in the particulars in the preceding paragraph) by the HSU to the Diana Asmar Account was not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

75. At all relevant times:

(a) Ms Asmar knew that each of the claimed expenses identified in paragraph 69 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch;

(b) Ms Georgiev knew that each of the claimed expenses identified in paragraph 69 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch; and

(c) Mr Katsis knew that each of the claimed expenses identified in paragraph 69 herein (and the particulars thereto) were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

PARTICULARS

Such knowledge (of each of Ms Asmar, Ms Georgiev and Mr Katsis) can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. At all relevant times, each of Ms Asmar, Ms Georgiev and Mr Katsis were required to comply with the Reimbursement Policy as varied from time to time, and were aware of that requirement;

B. Payments in respect of business expenses were not to be made to a claimant unless a claimant complied with the terms of the Reimbursement Policy, save for circumstances where the claimant had received prior written approval of the Secretary (clause 2.1 of the Reimbursement Policy);

C. At all relevant times, the Reimbursement Policy required a claimant to:

   (i) submit an "Expense Claim Form" (clause 2.3);

   (ii) produce original receipts in relation to all expenses submitted for reimbursement (clause 2.2); and

   (iii) provide supporting documents identifying (i) the amount of the expenditure; (ii) the date, time and place of the expenditure; and (iii) the business purpose of the expenditure (clause 2.2);

D. At all relevant times, the Expense Claim Form required a claimant:

   (i) to set out their name, the date when the expense was incurred, the nature of the expense, the reason it was incurred, and the dollar amount;

   (ii) to attach "*[r]eceipts and tax invoices... for each item of expenditure*";

   (iii) to certify, by signing the Expense Claim Form, that the expenditure "*was incurred in accordance with HWU Branch policy and for genuine HWU branch business*"; and

   (iv) to have the Expense Claim Form counter-signed by their "*Manager*";

E. The "claim for reimbursement" form was an Expense Claim Form for the purposes of the Reimbursement Policy.

F. $322.90 of the claimed expenses had in fact been incurred by Ms Georgiev, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

G. $210.14 of the claimed expenses had in fact already been claimed by Ms Asmar following the submission of an earlier Expense Claim Form, which was known to each of Ms Asmar, Ms Georgiev and Mr Katsis.

H. Despite the matters identified in particulars A to G herein:

(i) Ms Asmar nevertheless made claims and received payments from the Branch CBA Accounts, for the purported reimbursements;

(ii) Ms Georgiev nevertheless:

i. initiated the payments in circumstances where the receipts attached to the Expense Claim Form to justify the claim for reimbursement to Ms Asmar included expenditure incurred by Ms Georgiev;

ii. initiated the payments from the Branch CBA Accounts to the Diana Asmar Account for the purported reimbursements; and

(iii) Mr Katsis nevertheless signed off on Ms Asmar's Expense Claim Form.

The General Manager also refers to and relies upon paragraphs 15 to 36 and 100 to 145 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

E.2 Contraventions by Ms Asmar of the FWRO Act (further reimbursement contraventions)

76. By reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar breached her duty as alleged in paragraph 11(b) herein.

77. By reason of paragraphs 37 to 71 and 72 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar contravened s 285(1) of the FWRO Act.

78. By reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar breached her duty as alleged in paragraph 11(c) herein.

79. By reason of paragraphs 37 to 71 and 74 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar contravened s 286(1)(a) of the FWRO Act.

80. Further or in the alternative to paragraphs 72 to 75 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar breached her duty as alleged in paragraph 11(d) herein.

81. Further or in the alternative to paragraphs 72 to 75 herein, by reason of paragraphs 37 to 71 and 76 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar contravened s 286(1)(b) of the FWRO Act.

82. Further or in the alternative to paragraphs 72 to 77 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar breached her duty as alleged in paragraph 11(e) herein.

PARTICULARS

Ms Asmar improperly used her position to gain an advantage for herself by reason of the fact that she received an amount of $5,902.10 from the Branch CBA Accounts in circumstances where she knew $5,902.10 of reimbursements claimed were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch.

83. Further or in the alternative to paragraphs 72 to 77 herein, by reason of paragraphs 37 to 71 and 78 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar contravened s 287(1)(a) of the FWRO Act.

84. Further or in the alternative to paragraphs 72 to 79 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar breached her duty as alleged in paragraph 11(f) herein.

PARTICULARS

Ms Asmar improperly used her position to cause detriment to the HSU and/or the Branch and/or its members, by reason of the fact that she received an amount of $5,902.10 from the Branch CBA Accounts in circumstances where she knew $5,902.10 of reimbursements claimed were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch.

85. Further or in the alternative to paragraphs 72 to 79 herein, by reason of paragraphs 37 to 71 and 80 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Asmar contravened s 287(1)(b) of the FWRO Act.

E.3 Contraventions by Ms Georgiev of the FWRO Act (further reimbursement contraventions)

86. By reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Georgiev breached her duty as alleged in paragraph 12(b) herein.

PARTICULARS

Ms Georgiev improperly used her position to gain an advantage for Ms Asmar, by initiating the payment of $5,902.10 from the Branch CBA Accounts to the Diana Asmar Account, in circumstances where she knew $5,902.10 of reimbursements claimed were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

87. By reason of paragraphs 37 to 71 and 82 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Georgiev contravened s 287(1)(a) of the FWRO Act.

88. Further or in the alternative to paragraphs 82 to 83 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Georgiev breached her duty as alleged in paragraph 12(c) herein.

PARTICULARS

Ms Georgiev improperly used her position to cause detriment to the HSU and/or the Branch and/or its members, by reason of the fact that she initiated the payment of $5,902.10 from the Branch CBA Accounts to the Diana Asmar Account, in circumstances where she knew that $5,902.10 of reimbursements claimed were not for the legitimate reimbursement of business expenses incurred by Ms Asmar in the course of performing her duties as Secretary of the Branch.

89. Further or in the alternative to paragraphs 82 to 83 herein, by reason of paragraphs 37 to 71 and 84 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Ms Georgiev contravened s 287(1)(b) of the FWRO Act.

E.4 Contraventions by Mr Katsis of the FWRO Act (further reimbursement contraventions)

90. By reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis breached his duty as alleged in paragraph 13(b) herein.

91. By reason of paragraphs 37 to 71 and 86 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis contravened s 285(1) of the FWRO Act.

92. By reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis breached his duty as alleged in paragraph 13(c) herein.

93. By reason of paragraphs 37 to 71 and 88 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis contravened s 286(1)(a) of the FWRO Act.

94. Further or in the alternative to paragraphs 86 to 89 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis breached his duty as alleged in paragraph 13(d) herein.

95. Further or in the alternative to paragraphs 86 to 89 herein, by reason of paragraphs 37 to 71 and 90 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis contravened s 286(1)(b) of the FWRO Act.

96. Further or in the alternative to paragraphs 86 to 91 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis breached his duty as alleged in paragraph 13(e) herein.

PARTICULARS

Mr Katsis improperly used his position to gain an advantage for Ms Asmar by reason of the fact that he authorised the payment of $5,902.10 to Ms Asmar by signing each "claim for reimbursement" forms, as a result of which Ms Asmar received an amount of $5,902.10 from the Branch CBA Accounts in circumstances where he knew $5,902.10 of reimbursements claimed were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch.

97. Further or in the alternative to paragraphs 86 to 91 herein, by reason of paragraphs 37 to 71 and 92 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis contravened s 287(1)(a) of the FWRO Act.

98. Further or in the alternative to paragraphs 86 to 93 herein, by reason of paragraphs 37 to 71 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis breached his duty as alleged in paragraph 13(f) herein.

PARTICULARS

Mr Katsis improperly used his position to cause detriment to the HSU and/or the Branch and/or its members, by reason of the fact that he authorised the payment of $5,902.10 to Ms Asmar by signing each "claim for reimbursement" forms, as a result of which Ms Asmar received an amount of $5,902.10 from the Branch CBA Accounts in circumstances where he knew that $5,902.10 of reimbursements claimed were not for the legitimate reimbursement of business expenses incurred by her in the course of performing her duties as Secretary of the Branch.

99. Further or in the alternative to paragraphs 86 to 93 herein, by reason of paragraphs 37 to 71 and 94 herein, on each of the occasions identified in Parts E.1.1 to E.1.7 herein, Mr Katsis contravened s 287(1)(b) of the FWRO Act.

F. BREACHES OF DUTIES - FEES FOR NO SERVICE CONDUCT

F.1 Fees for no goods or service conduct

100. Between 30 June 2016 and 30 June 2021, on each of the occasions identified in Table B to this statement of claim, payments were made from the Branch Westpac Account or one of the Branch CBA Accounts to the Southern Publishing Account, such payments totalling $2,799,282 (**Southern Publishing Payments**).

101. Each of the Southern Publishing Payments were purportedly made in satisfaction of invoices issued by Southern Publishing to the Branch, for goods and services rendered (**Southern Publishing Invoices**).

PARTICULARS

The General Manager refers to the invoice numbers identified in respect of each of the payments referred to in Table B to this statement of claim, copies of which are in the possession of the General Manager's solicitors and are available for inspection upon request.

102. On each of the occasions identified in Table B to this statement of claim:

(a) an amount of money was transferred from the Branch Westpac Account or one of the Branch CBA Accounts to the Southern Publishing Account;

(b) Ms Asmar authorised or otherwise approved each invoice for payment;

(c) in respect of the payments made from the Branch CBA Accounts, Ms Georgiev initiated each transfer, save for the transfers on 17 September 2019 and 8 January 2020, which transfers were initiated by Ms Asmar herself.

PARTICULARS

The transfers were initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

103. Southern Publishing did not, on any of the occasions identified in Table B to this statement of claim, provide any goods or services to the HSU and/or the Branch as consideration for the Southern Publishing Payments.

F.2 Cashback transactions

F.2.1 Table B, Transaction 68: 25 September 2018 – 26 September 2018

104. On or about 25 September 2018:

(a) at or about 12:59pm, a payment was made from Branch Acc No. 8764 to the Southern Publishing Account in the amount of $9,100;

(b) the payment of $9,100 from Branch Acc No. 8764 was initiated by Ms Georgiev;

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(c) Southern Publishing issued two invoices (INV 4493, 4496) to the HSU and/or the Branch, the total of those two invoices being $9,100 (including GST);

PARTICULARS

Copies of each of the two invoices are in the possession of the General Manager's solicitors and are available for inspection upon request.

(d) Southern Publishing did not provide the goods or services listed in INV 4493 and 4496, or any other goods or services, to the Branch as consideration for the payment of $9,100; and

(e) cash in the amount of $11,000 was withdrawn from the Southern Publishing Account at Airport West and Mount Eliza facilities.

PARTICULARS

Cheque numbers 316025 and 316026 for $5,000 and $6,000 respectively. A copy of Southern Publishing's bank records identifying the cashed cheques are in the possession of the General Manager's solicitors and are available for inspection upon request.

105. On 26 September 2018 a deposit of $7,800 was made into the Joint Asmar No 2 Account.

~~(a) Mr Asmar made a telephone call to Ms Georgiev at or about 11:44am; and~~

~~(b) a deposit of $7,800 was made into the Joint Asmar No 2 Account.~~

PARTICULARS

The deposit was made in North Melbourne, Victoria.

F.2.2 Table B, Transactions 74 and 75: 24 October 2018 – 31 October 2018

106. On or about 24 October 2018:

(a) Mr Asmar made four telephone calls to Ms Georgiev at or about 10:22am, 10:24am, 5:49pm and 5:51pm;

(b) Mr Asmar made a telephone call to Mr Walsh at or about 11:44am;

(c) Mr Walsh incurred $24.00 in expenditure at Café 747, Tullamarine, a location where he and Mr Asmar would frequently meet;

(d) at or about ~~7:16pm~~ 7:21pm, a payment was made from Branch Acc No. 5699 to the Southern Publishing Account in the amount of $8,700;

(e) the payment of $8,700 from Branch Acc No. ~~5699~~ 8764 was initiated by Ms Georgiev; and

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(f) Southern Publishing issued two invoices (INV 4562 and 4564) to the HSU and/or the Branch, in the amount of $4,300 and $4,400 respectively, totalling $8,700.

PARTICULARS

Copies of each of the invoices are in the possession of the General Manager's solicitors and are available for inspection upon request.

107. On or about 25 October 2018, cash in the amount of $6,000 was withdrawn from the Southern Publishing Account via a facility in Mount Eliza.

PARTICULARS

Cheque number 316034. A copy of Southern Publishing's bank records identifying the cashed the cheques are in the possession of the General Manager's solicitors and are available for inspection upon request.

108. On or about 26 October 2018:

(a) Mr Asmar made a telephone call to Ms Georgiev at or about 11:20am;

(b) Mr Walsh made a telephone call to Mr Asmar at or about 11:21am;

(c) Mr Asmar made a telephone call to Mr Walsh at or about 11:23am;

(d) at or about 11:51am, a payment was made from Branch Acc No. 8764 to the Southern Publishing Account in the amount of $4,700;

(e) the payment of $4,700 from Branch Acc No. 8764 was initiated by Ms Georgiev;

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(f) Southern Publishing issued two invoices (INV 4573, 4576) to the HSU and/or the Branch, in the amount of $2,400 and $2,300 respectively, totalling $4,700;

PARTICULARS

Copies of each of the invoices are in the possession of the General Manager's solicitors and are available for inspection upon request.

(g) Southern Publishing did not provide the goods or services listed in INV 4573 and 4576, or any other goods or services, to the HSU and/or the Branch as consideration for the payment of $4,700; and

(h) cash in the amount of $2,900 was withdrawn from the Southern Publishing Account.

PARTICULARS

Cheque numbers 316036 and 316035. A copy of Southern Publishing's bank records identifying the cashed cheques are in the possession of the General Manager's solicitors and are available for inspection upon request.

109. On or about 29 October 2018:

(a) Mr Walsh made a telephone call to Mr Asmar at or about 12:14pm;

(b) Mr Asmar made a telephone call to Mr Walsh at or about 12:26pm;

(c) a deposit totalling $2,900 was made to the Joint Asmar No 2 Account; and

PARTICULARS

The deposit was made at Watergardens, Victoria.

(d) cash in the amount of $4,500 was withdrawn from the Southern Publishing Account.

PARTICULARS

Cheque number 316037. A copy of Southern Publishing's bank records identifying the cashed cheque are in the possession of the General Manager's solicitors and are available for inspection upon request.

110. On or about 30 October 2018:

(a) Mr Asmar made a telephone call to Mr Walsh at or about 12:20pm; and

(b) a deposit totalling $9,000 was made to the Joint Asmar No 2 Account.

PARTICULARS

The deposit was made at North Melbourne, Victoria.

F.2.3 Table B, Transaction 80: 15 January 2019 – 23 January 2019

111. On or about 15 January 2019:

(a) Mr Asmar made a telephone call to Kerry Georgiev at or about 3:12pm; and

(b) Mr Walsh incurred $23.90 in expenditure at Café Degani, Northcote, a location where he and Mr Asmar would frequently meet.

112. On or about 16 January 2019:

(a) at or about 1:46pm, a payment was made from Branch Acc No. 8764 to the Southern Publishing Account in the amount of $14,100;

(b) the payment of $14,100 from Branch Acc No. 8764 was initiated by Ms Georgiev;

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(c) Mr Asmar then made a telephone call to Mr Walsh at or about 2:22pm;

(d) Mr Walsh then made a telephone call to Mr Asmar at or about ~~2:46pm~~ 2:44pm;

(e) Southern Publishing issued two invoices (INV 4649 and 4652) to the HSU and/or the Branch, in the amount of $6,840 and $7,200 respectively, totalling $14,100;

PARTICULARS

Copies of each of the invoices are in the possession of the General Manager's solicitors and are available for inspection upon request.

(f) Southern Publishing did not provide the goods or services listed in INV 4649 and 4652, or any other goods or services, to the HSU and/or the Branch as consideration for the payment of $14,100;

(g) cash in the amount of $8,000 was withdrawn from the Southern Publishing Account from a facility in Mount Eliza.~~; and~~

~~(h) Mr Walsh incurred $18.90 in expenditure at Café 747, Tullamarine, a location where he and Mr Asmar would frequently meet.~~

113. On or about 18 January 2019:

(a) Mr Walsh made a telephone call to Mr Asmar at or about 10:24am;

(b) cash in the amount of $22,000 was withdrawn from the Southern Publishing Account;

PARTICULARS

Cheque numbers 316045, 316046 and 316047 for $8,000, $6,000 and $8,000 respectively. A copy of Southern Publishing's bank records identifying the cashed cheque are in the possession of the General Manager's solicitors and are available for inspection upon request.

(c) Mr Asmar incurred $33.40 at Café Degani, Mount Eliza, a location where he and Mr Walsh would frequently meet; and

(d) $900 was deposited to the Joint Asmar Account No. 2.

PARTICULARS

The deposit was made at North Melbourne in Victoria.

114. On or about 21 January 2019, a further deposit of $4,500 was made to the Joint Asmar Account No. 2.

PARTICULARS

The deposit was made at Rosanna in Victoria.

115. On or about 22 January 2019:

(a) Mr Asmar made a telephone call to Mr Walsh at or about 9:15am;

(b) Mr Asmar sent an SMS ~~made a telephone call~~ to Ms Georgiev at or about 12:55pm; and

(c) Ms Georgiev made a telephone call to ~~Ms Asmar~~ Mr Asmar at or about 12:57pm.

116. On or about 23 January 2019:

(a) Mr Asmar made a telephone call to Mr Walsh at or about 12:19pm;

(b) Mr Asmar and/or Ms Asmar incurred $38.60 in expenditure at Café Degani, Northcote, a location where Mr Asmar and Mr Walsh would frequently meet; and

(c) a further deposit of $6,700 was made to the Joint Asmar Account No. 2.

PARTICULARS

The deposit was made at Rosanna in Victoria.

F.2.4 Table B, Transaction 89: 15 March 2019 – 19 March 2019

117. On or about 15 March 2019:

(a) Mr Asmar made two telephone calls to Ms Georgiev at or about 9:37am and 9:43am;

(b) at or about ~~11:08am~~ 11:09am, a payment was made from Branch Acc No. 8764 to the Southern Publishing Account in the amount of $15,100;

(c) the payment of $15,100 from Branch Acc No. 8764 was initiated by Ms Georgiev;

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(d) Southern Publishing issued three invoices (INV 4765, 4768, 4771) to the HSU and/or the Branch, in the amount of $6,200, $4,800 and $4,100 respectively, totalling $15,100; and

PARTICULARS

Copies of each of the invoices are in the possession of the General Manager's solicitors and are available for inspection upon request.

(e) Southern Publishing did not provide the goods or services listed in INV 4765, 4768, 4771, or any other goods or services, to the HSU and/or the Branch as consideration for the payment of $15,100.

118. On or about 18 March 2019:

(a) Mr Asmar made two telephone calls to Mr Walsh at or about 8:06am and 8:28am;

(b) Mr Walsh made one telephone call to Mr Asmar at or about 10:00am;

~~(c) Mr Asmar incurred $42.80 in expenditure at Café Degani, Northcote, a location where he and Mr Walsh would frequently meet;~~

(d) one deposit of $4,800 on 18 March 2019 was made to the Joint Asmar No 2 Account; and

(e) cash in the amount of $14,700 was withdrawn from the Southern Publishing Account.

PARTICULARS

Cheque numbers 316087, 316088 and 316086 for $5,000, $5,000 and $4,700 respectively. A copy of Southern Publishing's bank records identifying the cashed cheque are in the possession of the General Manager's solicitors and are available for inspection upon request.

119. On or about 19 March 2019, four deposits totalling $10,315 were then made to the Joint Asmar No 2 Account.

PARTICULARS

The relevant deposits were:

A. a deposit of $1,315 was made via an automatic teller machine into the Joint Asmar No 2 Account;

B. a deposit of $1,500 was made via an automatic teller machine into the Joint Asmar No 2 Account;

C. a deposit of $3,500 was made via an automatic teller machine into the Joint Asmar No 2 Account; and

D. a deposit of $4,000 was made via an automatic teller machine into the Joint Asmar No 2 Account.

F.2.5 Table B, Transaction 104: 1 July 2019 – 4 July 2019

120. On or about 1 July 2019 Mr Walsh made a telephone call to Ms Asmar at or about 8:25am.

~~(a) Mr Walsh made a telephone call to Ms Asmar at or about 8:25am;~~

~~(b) Southern Publishing issued three invoices (INV 4946, 4950 and 4954) to the HSU and/or the Branch, the total of those three invoices being $15,200; and~~

~~**PARTICULARS**~~

~~Copies of each of the invoices (4946, 4950 and 4954) are in the possession of the General Manager's solicitors and are available for inspection upon request.~~

~~(c) Southern Publishing did not provide the goods or services listed in INV 4946, 4950, and 4954, or any other goods or services, to the Branch as consideration for the payment of $15,200.~~

121. On or about 2 July 2019, Mr Walsh made two telephone calls: ~~to Ms Asmar at or about 8:30am and 11:11am.~~

(a) to Mr Asmar at or about 8:30am; and

(b) to Ms Asmar at or about 11:11am.

122. On or about 3 July 2019:

(a) Mr Walsh made a telephone call to Ms Asmar at or about 7:49am;

(b) Ms Asmar made a telephone call to Mr Walsh at or about 10:41am;

(c) at or about ~~2:26pm~~ 2:27pm, a payment was made from Branch Acc No. 8764 to the Southern Publishing Account in the amount of $15,200;

(d) the payment of $15,200 from Branch Acc No. 8764 was initiated by Ms Georgiev; ~~and~~

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(e) Southern Publishing issued three invoices (INV 4946, 4950 and 4954) to the HSU and/or the Branch, the total of those three invoices being $15,200; and

PARTICULARS

Copies of each of the invoices (4946, 4950 and 4954) are in the possession of the General Manager's solicitors and are available for inspection upon request.

(f) Southern Publishing did not provide the goods or services listed in INV 4946, 4950, and 4954, or any other goods or services, to the Branch as consideration for the payment of $15,200; and

(g) two deposits totalling $6,000 were made to the Joint Asmar No 2 Account.

PARTICULARS

The relevant deposits were:

A. a deposit of $2,200 in Watergardens, Victoria; and

B. a deposit of $3,800 via an automatic teller machine in Watergardens, Victoria.

123. On or about 4 July 2019:

(a) Mr Asmar made two telephone calls to Mr Walsh at about 8:47am and 9:12am;

(b) Mr Walsh made a telephone call to Mr Asmar at or about 9:12am;

(c) cash in the amount of $15,000 was withdrawn from the Southern Publishing Account;

PARTICULARS

Cheque numbers 316166 and 316167 for $8,000 and $7,000 respectively. A copy of Southern Publishing's bank records identifying the cashed cheque are in the possession of the General Manager's solicitors and are available for inspection upon request.

(d) Mr Asmar incurred $31.40 at Café Degani, Mount Eliza, a location where he and Mr Walsh would frequently meet; and

(e) a deposit of $8,900 was made into the Joint Asmar No 2 Account.

PARTICULARS

The deposit was made in North Melbourne in Victoria.

F.2.6 Table B, Transaction 113: 2 September 2019 – 5 September 2019

124. On or about 2 September 2019:

(a) Mr Walsh incurred $8.00 in expenditure at Café Degani, Northcote a location where he and Mr Asmar would frequently meet; and

(b) Mr Asmar incurred $53.50 in expenditure at Café Degani, Northcote a location where he and Mr Walsh would frequently meet.

125. On or about 4 September 2019:

(a) at or about ~~1:06pm~~ 1:12pm, a payment was made from Branch Acc No. 8764 to the Southern Publishing Account in the amount of $19,500;

(b) the payment of $19,500 from Branch Acc No. 8764 was initiated by Ms Georgiev;

PARTICULARS

The payment was initiated by Ms Georgiev making payments from the Branch CBA Accounts via online banking.

(c) Southern Publishing issued four invoices (INV 5014, 5016, 5019 and 5021) to the HSU and/or the Branch, in the amount of $5,500, $7,800, $3,400 and $2,800 respectively, totalling $19,500;

PARTICULARS

Copies of each of the invoices (INV 5014, 5016, 5019 and 5021) are in the possession of the General Manager's solicitors and are available for inspection upon request.

(d) Southern Publishing did not provide the goods or services listed in INV 5014, 5016, 5019 and 5021, or any other goods or services, to the HSU and/or the Branch as consideration for the payment of $19,500;

(e) cash in the amount of $8,000 was withdrawn from the Southern Publishing Account at a facility in Frankston; and

PARTICULARS

Cheque number 316196. A copy of Southern Publishing's bank records identifying the cashed cheque are in the possession of the General Manager's solicitors and are available for inspection upon request.

(f) a cash deposit totalling $2,200 was made to the David Asmar Account.

PARTICULARS

The deposit was made at Plenty Valley, a shopping centre in Mill Park, Victoria.

126. On or about 5 September 2019:

(a) cash in the amount of $7,000 and $700 was withdrawn from the Southern Publishing Account at a facility in Mount Eliza;

PARTICULARS

Cheque number 316198 and 316197. A copy of Southern Publishing's bank records identifying the cashed cheque are in the possession of the General Manager's solicitors and are available for inspection upon request.

(b) Mr Asmar incurred $9.60 in expenditure at Café Degani, Mount Eliza, a location where he and Mr Walsh would frequently meet; and

(c) $9,800 was deposited to the Joint Asmar Account No. 2.

PARTICULARS

The deposit was made in Melton, Victoria.

F.3 Knowledge of Ms Asmar and Ms Georgiev

127. At all relevant times:

(a) Ms Asmar knew that Southern Publishing did not, on any of the occasions identified in Table B to this statement of claim (including the payments pleaded in Part F.2 herein), provide any goods or services to the HSU and/or the Branch as consideration for any of the Southern Publishing Payments; and

(b) Ms Georgiev knew that Southern Publishing did not, on any of the occasions identified in Table B to this statement of claim from December 2016 (including the payments pleaded in Part F.2 herein), provide any goods or services to the HSU and/or the Branch as consideration for any of the Southern Publishing Payments.

PARTICULARS

As to Ms Asmar and Ms Georgiev, such knowledge can be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. Southern Publishing was not operating as a legitimate going concern business providing printing, stationery and merchandise;

B. no goods or services were provided by Southern Publishing to the HSU and/or the Branch at any relevant time, in circumstances where if such goods or services had been provided, Ms Asmar and Ms Georgiev would have been aware of it;

C. Ms Asmar authorised or otherwise approved each invoice in Table B for payment;

D. Ms Georgiev initiated each of the Southern Publishing Payments identified in Table B made from the Branch CBA Accounts except the payments on 17 September 2019 and 8 January 2020 which were initiated by Ms Asmar;

E. Commerce Press was the HSU and/or the Branch's legitimate and long-term supplier of printing, stationery and merchandise;

F. Commerce Press invoices were paid by the Branch on "commercial terms" (*e.g.* 30, 60, 90 days), or otherwise paid late, following the production of an invoice. This is in contrast to payments made to Southern Publishing which were often paid on the date of the Southern Publishing invoice;

G. various telephone calls were exchanged between Ms Asmar, Mr Asmar, Ms Georgiev and Mr Walsh, including at or around the time some of the Southern Publishing Payments were made;

H. various cash withdrawals were made from the Southern Publishing Account, including at or around (or shortly after) the time each of the Southern Publishing Payments and some of the telephone calls referred to in particular G above were made; and

I. various unexplained deposits were made into the David Asmar Account or a Joint Asmar Account, including at or around (or just after) the time some of the Southern Publishing Payments and the cash withdrawals referred to in particular H above were made.

The General Manager also refers to and relies upon paragraphs 15 to 71 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

F.4 Contraventions by Ms Asmar of the FWRO Act (fees for no goods or service conduct / cashback transactions)

128. By reason of paragraphs 96 to 123(a) herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(b) herein.

129. By reason of paragraphs 96 to 123(a) herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar contravened s 285(1) of the FWRO Act.

130. By reason of paragraphs 96 to 123(a) herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(c) herein.

131. By reason of paragraphs 96 to 123(a) and 126 herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar contravened s 286(1)(a) of the FWRO Act.

132. Further or in the alternative to paragraphs 124 to 127 herein, by reason of paragraphs 100 to 123(a) herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(d) herein.

133. Further or in the alternative to paragraphs 124 to 127 herein, by reason of paragraphs 100 to 123(a) and 128 herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar contravened s 286(1)(b) of the FWRO Act.

134. Further or in the alternative to paragraphs 124 to 129 herein, by reason of paragraphs 96 to 123(a) herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(f) herein.

PARTICULARS

Ms Asmar improperly used her position to cause detriment to the HSU and/or the Branch and/or its members, by reason of the fact that the Southern Publishing Payments were made in exchange for the provision of no services to the HSU and/or the Branch, which she knew.

135. Further or in the alternative to paragraphs 124 to 129 herein, by reason of paragraphs 96 to 123(a) and 130 herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar contravened s 287(1)(b) of the FWRO Act.

136. Further or in the alternative to paragraphs 124 to 131 herein, by reason of paragraphs 100 to 123(a) herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar breached her duty as alleged in paragraph 11(e) herein.

PARTICULARS

Ms Asmar improperly used her position to gain an advantage for Southern Publishing and/or Mr Walsh by reason of the fact that the Southern Publishing Payments were made in exchange for the provision of no services to the HSU and/or the Branch, which she knew.

137. Further or in the alternative to paragraphs 124 to 131 herein, by reason of paragraphs 96 to 123 and 132 herein, on each of the occasions identified in Table B to this statement of claim, Ms Asmar contravened s 287(1)(a) of the FWRO Act.

138. Further or in the alternative to paragraphs 124 to 133 herein, by reason of paragraphs 96 to 123 herein, on each of the occasions identified in Part F.2 herein, Ms Asmar breached her duty as alleged in paragraph 11(e) herein.

PARTICULARS

Ms Asmar improperly used her position to gain an advantage for herself and/or Mr Asmar by reason of the fact that she and Mr Asmar received an amount of $1,218,406.00 in cash back from Southern Publishing, deposited into the David Asmar Account or a Joint Asmar Account or the Diana Asmar Account, in circumstances where she knew that the money had been paid to Southern Publishing from the HSU as fees for no service.

139. Further or in the alternative to paragraphs 124 to 133 herein, by reason of paragraphs 96 to 123 and 134 herein, on each of the occasions identified in Part F.2 herein, Ms Asmar contravened s 287(1)(a) of the FWRO Act.

F.5 Contraventions by Ms Georgiev of the FWRO Act (fees for no goods or service conduct)

140. By reason of paragraphs 96 to 123(b) herein, on each of the occasions identified in Table B to this statement of claim, Ms Georgiev breached her duty as alleged in paragraph 12(c) herein.

PARTICULARS

Ms Georgiev improperly used her position to cause detriment to the HSU and/or the Branch and/or its members by reason of the fact that she initiated the payment of the Southern Publishing Payments in circumstances where the Southern Publishing Payments were made in exchange for the provision of no services to the HSU and/or the Branch, which she knew.

141. By reason of paragraphs 96 to 123 and 136 herein, on each of the occasions identified in Table B to this statement of claim, Ms Georgiev contravened s 287(1)(b) of the FWRO Act.

142. Further or in the alternative to paragraphs 136 to 137 herein, by reason of paragraphs 96 to 123(b) herein, on each of the occasions identified in Table B to this statement of claim, Ms Georgiev breached her duty as alleged in paragraph 12(b) herein.

PARTICULARS

Ms Georgiev improperly used her position to gain an advantage for Mr Walsh and/or Southern Publishing, by reason of the fact that Ms Georgiev initiated the Southern Publishing Payments in circumstances where the Southern Publishing Payments were made in exchange for the provision of no services to the HSU and/or the Branch, which she knew.

143. Further or in the alternative to paragraphs 136 to 137 herein, by reason of paragraphs 96 to 123 and 138 herein, on each of the occasions identified in Table B to this statement of claim, Ms Georgiev breached s 287(1)(a) of the FWRO Act.

144. Further or in the alternative to paragraphs 136 to 139 herein, by reason of paragraphs 96 to 123 herein, on each of the occasions identified in Part F.2 herein, Ms Georgiev breached her duty as alleged in paragraph 12(b) herein.

PARTICULARS

Ms Georgiev improperly used her position to gain an advantage for Ms Asmar and/or Mr Asmar, by reason of the fact that Ms Georgiev initiated the Southern Publishing Payments and, proximately, Ms Asmar and/or Mr Asmar received various cash deposits at or around the time the Southern Publishing Payments were made from the Branch CBA Accounts to the Southern Publishing Account. The General Manager also refers to and relies upon Part F.2 and F.3 herein (and any particulars thereto).

145. By reason of paragraphs 96 to 123 and 140 herein, on each of the occasions identified in Part F.2 herein, Ms Georgiev contravened s 287(1)(a) of the FWRO Act.

G. ACCESSORIAL LIABILITY OF DAVID ASMAR WITH RESPECT TO THE CASHBACK TRANSACTIONS PLEADED IN PART F.2 OF THIS STATEMENT OF CLAIM

146. Mr Asmar facilitated and/or organised each of the transactions pleaded in Part F.2 herein.

PARTICULARS

Mr Asmar's facilitation and/or organisation is to be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. at all relevant times, he was married to Ms Asmar;

B. he made various telephone calls to Mr Walsh and/or Ms Georgiev at or around the time each of the Southern Publishing Payments were made;

C. he met Mr Walsh, Ms Asmar and/or Ms Georgiev at or around the time many of the Southern Publishing Payments were made; and

D. he had involvement in the day-to-day affairs of the HSU and/or the Branch, despite not being an officer and/or employee of the HSU.

Further particulars may be provided following discovery and the return of subpoenas.

147. At the time Mr Asmar facilitated and/or organised each of the transactions pleaded in Part F.2 herein, Mr Asmar knew that:

(a) Ms Asmar owed duties to the HSU, including:

(i) a duty to exercise her powers and discharge her duties with the degree of care and diligence that a reasonable person would exercise, if he or she were an officer of the Branch in the circumstances and occupied the office of Secretary with the same responsibilities within the Branch;

(ii) a duty to exercise her powers and discharge her duties in good faith in what she believed to be in the best interests of the HSU;

(iii) a duty to exercise her powers and discharge her duties for a proper purpose;

(iv) a duty not to improperly use her position to gain an advantage for herself or someone else; and

(v) a duty not to improperly use her position to cause detriment to the HSU or to another person;

(b) Ms Asmar was an officer of the HSU within the meaning of s 6 of the FWRO Act;

(c) Ms Asmar was at relevant times exercising powers or duties as an officer of the Branch which related to the financial management of the Branch;

(d) the payments identified in Part F.2 herein were made by the HSU to Southern Publishing;

(e) the payments identified in Part F.2 herein were made in exchange for no goods or services;

(f) Ms Asmar authorised or otherwise approved each transfer from the Branch CBA Accounts to the Southern Publishing Account identified in Part F.2 herein:

(i) not in good faith for what she perceived to be in the best interests of the HSU;

(ii) not for a proper purpose;

(iii) to gain an advantage for herself or for someone else; and/or

(iv) to cause detriment to the HSU and/or another person;

(g) Mr and Ms Asmar received deposits into the David Asmar Account or the Joint Asmar Accounts or the Diana Asmar Account at or around (or shortly thereafter) the time some of the Southern Publishing Invoices were paid by the HSU in respect of the transactions identified in Part F.2 herein.

PARTICULARS

Such knowledge is to be inferred from all of the surrounding circumstances, including in particular by reason of the fact that:

A. Mr Asmar was married to Ms Asmar;

B. Mr Asmar had no formal role within the HSU or the Branch, either as an employee or officer;

C. Southern Publishing was not operating as a legitimate going concern business providing printing, stationery and merchandise;

D. no goods or services were provided by Southern Publishing to the HSU and/or the Branch at any relevant time, in circumstances where if such goods or services had been provided, Mr Asmar would have been aware of it;

E. Ms Asmar authorised or otherwise approved each invoice in Table B for payment;

F. Commerce Press was the HSU's and/or the Branch's legitimate supplier of printing, stationery and merchandise, which Mr Asmar knew;

G. Commerce Press invoices were paid by the Branch on "commercial terms" (*e.g.* 30, 60, 90 days), or otherwise paid late, following the production of an invoice. This is in contrast to payments made to Southern Publishing which were often paid on the same day that Southern Publishing invoices were issued to the HSU and/or the Branch. Mr Asmar was aware of these matters;

H. various telephone calls were exchanged between Ms Asmar, Mr Asmar, Ms Georgiev and Mr Walsh, including at or around the time many of the Southern Publishing Payments were made;

I. various cash withdrawals were made from the Southern Publishing Account, including at or around (or shortly after) the time each of the Southern Publishing Payments and some of the telephone calls referred to in particular H above were made; and

J. various unexplained cash deposits were made into the David Asmar Account or the Joint Asmar Accounts or the Diana Asmar Account including at or around (or just after) the time some of the Southern Publishing Payments and the cash withdrawals referred to in particular I above were made.

The General Manager also refers to and relies upon paragraphs 15 to 71 (in particular, paragraphs 49 and 59) and paragraphs 96 to 123 herein (and any particulars thereto).

Further particulars may be provided following discovery and the return of subpoenas.

148. By reason of paragraphs 142 to 143 herein, at all relevant times:

(a) Mr Asmar aided, abetted, counselled or procured each of the contraventions of the FWRO Act by Ms Asmar, as alleged in paragraphs 124 to 135 herein, insofar as they relate to the transactions identified in Part F.2 herein ;

(b) further or in the alternative, Mr Asmar was, by his actions, directly or indirectly, knowingly concerned in or party to each of the contraventions of the FWRO Act by Ms Asmar, as alleged in paragraphs 124 to 135 herein, insofar as they relate to the transactions identified in Part F.2 herein.

149. By reason of paragraphs 146 to 148 herein, at all relevant times, Mr Asmar was a person involved in each of the contraventions of the FWRO Act by Ms Asmar, as alleged in paragraphs 124 to 135 , insofar as they relate to the transactions identified in Part F.2 herein, within the meaning of ss 286(2) and 287(2) of the FWRO Act.

150. By reason of paragraphs 142 to 145 herein, Mr Asmar contravened:

(a) s 286(2) of the FWRO Act on each of the occasions identified in Part F.2 herein; and

(b) s 287(2) of the FWRO Act on each of the occasions identified in Part F.2 herein.

H. SERIOUS CONTRAVENTIONS

151. Each of the contraventions alleged in each of paragraphs 125, 127, 129, 131, 133, 135 and 146 herein:

(a) materially prejudiced the interests of the HSU or Branch, or the members of the HSU; and/or

PARTICULARS

The contraventions materially prejudiced the interests in that they involved the expenditure of comparatively large sums of the HSU's and/or Branch's limited funds, significant portions of such funds being derived from member contributions from low paid members of the HSU.

(b) were serious.

PARTICULARS

The General Manager refers to and repeats the particulars under subparagraph (a) above.

In addition, by reason of the matters alleged in Part F herein, the contraventions were deliberate, knowing, pre-planned and part of a broader scheme to siphon members' funds from within the HSU/Branch, out of the HSU/Branch, to the benefit of third parties.

152. By reason of the matters alleged in paragraph 147(a) and/or 147(b) herein, each of the contraventions alleged in each of paragraphs 125, 127, 129, 131, 133, 135 and 146 herein, were serious contraventions within the meaning of that term in the FWRO Act.

I. COMMBIZ CONTRAVENTIONS

I.1 CommBiz Authorisation Process

153. Each of the Branch CBA Accounts were eligible to utilise the Commonwealth Bank's online banking systems for business, "CommBiz".

154. CommBiz:

(a) is able to be accessed via internet browser or by way of an application downloaded and installed on a user's mobile telephone or other electronic device; and

(b) in relation to each bank account added to it (including the Branch CBA Accounts), is set up with an Electronic Method of Operation (**EMOO**) which defines how many authorisers are required to process payments (defined as Electronic Account Authorisers (**EAAs**)), and any payment limits that may apply.

155. In respect of the Branch CBA Accounts:

(a) payments made from Branch Acc No. 5699 were required to be entered into CommBiz and submitted for authorisation to three officers of the Branch for approval, prior to the payment being processed; and

PARTICULARS

Clause 3.2 of the Branch's Finance Policy and Procedures 2015 (**Finance Policy**) at all relevant times stated:

A. all electronic funds transfer transactions to be authorised by the Secretary of the Branch (or in their absence the Assistant Secretary) and two other members of the Branch Committee;

B. the Secretary of the Branch to authorise all electronic funds transfer transactions prior to having the two other members of the Branch Committee authorise the transfer to indicate that "*he or she has approved the expenditure within the guidelines of the [Finance Policy]*";

C. EFT passwords and personal identification number (PIN) tokens "*are assigned to authorised Officers and employees, and those individual must not disclose their passwords or provide their PIN tokens to any other person*".

(b) payments from Branch Acc No. 8764 were required to be entered into CommBiz and submitted for authorisation to one officer of the Branch for approval, prior to the payment being processed.

PARTICULARS

The General Manager refers to and repeats the particulars to paragraph 151(a) herein.

156. EAAs were implemented as a financial control to ensure that transactions from the Branch CBA Accounts were additionally authorised by persons other than the person initiating the payment.

157. At all relevant times, Ms Asmar, Mr Katsis, Mr Eden, Mr Atkinson and Ms Barclay were nominated EAAs for the purposes of authorising payments in respect of the Branch CBA Accounts.

158. At all relevant times, the process for authorising a payment in respect of the Branch CBA Accounts through CommBiz was as follows:

(a) a payment is set up or initiated in CommBiz;

(b) EAAs then received a notification on their mobile telephone that a payment has been initiated;

(c) the EAA then needed to log into:

(i) the CommBiz mobile application; or

(ii) the CommBiz website via an internet browser, with their own unique user ID and password, where they would be notified that there was a payment set up for approval, the details of which they could then review, including the amount, supplier(s) and any additional payment information;

(d) the EAA, upon satisfaction that the payment had been entered correctly into the CommBiz system, and that it was appropriate for the Branch to pay, could then generate a single-use token password through the CommBiz mobile application;

(e) the single-use token password is accessible by the EAA through either an electronic banking token or most commonly through the CommBiz mobile application in the possession of the EAA which only that EAA could access;

(f) the single-use token password is then entered into the required field on the CommBiz website browser to process the payment; and

(g) steps (b) to (f) would need to be repeated by two other EAAs in respect of payments made from Branch Acc No. 5699 which were required to be authorised by three officers of the Branch,

(**CommBiz Authorisation Process**).

159. A payment could not be made from the Branch CBA Accounts unless the CommBiz Authorisation Process had been complied with.

160. At all relevant times, Ms Georgiev was responsible for initiating (and did initiate) payments via CommBiz in respect of the Branch CBA Accounts in her role as Finance Manager of the Branch, save for the transfers on 13 September 2019, 17 September 2019 and 8 January 2020, which were payments initiated by Ms Asmar herself and save for the transfers on 4 February 2019, 11 March 2020 and transactions occurring prior to June 2017, for which it is unknown who initiated the payments.

I.2 Practice of failing to comply with the CommBiz Authorisation Process

161. At all relevant times, the Branch in fact had a practice of authorising payments from the Branch CBA Accounts as follows:

(a) Ms Georgiev would sign into the CommBiz system as herself, using her personal login credentials;

(b) Ms Georgiev would then set up a payment from the Branch CBA Accounts to a particular payee or payees;

(c) Ms Georgiev would then sign out of the CommBiz system in her name;

(d) Ms Georgiev would then sign into the CommBiz system using the login credentials of an EAA of her choosing and would then generate a single-use token password to be sent to the electronic banking token or mobile telephone through the CommBiz mobile application of the EAA of her choosing;

(e) Ms Georgiev would then contact the EAA of her choosing and request that they provide her with the single-use token password sent to their electronic banking token or mobile telephone through the CommBiz mobile application;

(f) the EAA would then provide Ms Georgiev with their single-use token password without signing into the CommBiz Account personally and independently satisfying themselves that the payments should be made; and

(g) Ms Georgiev would then enter the single-use token password, and authorise the transaction,

(**the Authorisation Practice**).

162. The Authorisation Practice:

(a) was inconsistent with the CommBiz Authorisation Process; and

(b) meant that EAAs did not, at any relevant time, verify the veracity of payments made from the Branch CBA Accounts to any other person.

163. By reason of paragraphs 149 to 158 herein, the Authorisation Practice undermined the CommBiz Authorisation Process as an effective financial control.

PARTICULARS

The Authorisation Practice undermined the CommBiz Authorisation Process as an effective financial control because EAAs did not check the veracity of payments made from the Branch CBA Accounts to any other person, thereby increasing the risk of improper and/or unauthorised transactions occurring.

164. At all relevant times, each of Ms Asmar, Mr Katsis, Mr Eden, Mr Atkinson and Ms Barclay:

(a) were EAAs for the purposes of the CommBiz Authorisation Process and the Authorisation Practice;

(b) provided their unique CommBiz log in details to Ms Georgiev to allow her to log into CommBiz in their names;

(c) received requests from Ms Georgiev from time to time asking for their single-use token password so as to permit authorisation of payments form the Branch CBA Accounts to a particular payee; and

(d) provided their single-use token password to Ms Georgiev in circumstances where they did not personally log into CommBiz and independently satisfy themselves that the payments should be made.

I.3 Contravention of s 285(1) of the FWRO Act by Ms Asmar

165. By reason of paragraphs 149 to 160 herein, Ms Asmar breached her duty as alleged in paragraph 11(b) herein.

166. By reason of paragraphs 149 to 160 and 161 herein, Ms Asmar contravened s 285(1) of the FWRO Act.

I.4 Contravention of s 285(1) of the FWRO Act by Mr Katsis

167. By reason of paragraphs 149 to 160 herein, Mr Katsis breached his duty as alleged in paragraph 13(b) herein.

168. By reason of paragraphs 149 to 160 and 163 herein, Mr Katsis contravened s 285(1) of the FWRO Act.

~~I.5 Contravention of s 285(1) of the FWRO Act by Mr Eden~~

~~169. By reason of paragraphs 149 to 160 herein, Mr Eden breached his duty as alleged in paragraph 11(b) herein.~~

~~170. By reason of paragraphs 149 to 160 and 0 herein, Mr Eden contravened s 285(1) of the FWRO Act.~~

I.5 Contravention of s 285(1) of the FWRO Act by Mr Atkinson

171. By reason of paragraphs 149 to 160 herein, Mr Atkinson breached his duty as alleged in paragraph 11(b) herein.

172. By reason of paragraphs 149 to 160 and 165 herein, Mr Atkinson contravened s 285(1) of the FWRO Act.

~~I.6 Contravention of s 285(1) of the FWRO Act by Ms Barclay~~

~~173. By reason of paragraphs 149 to 160 herein, Ms Barclay breached her duty as alleged in paragraph 11(b) herein.~~

~~174. By reason of paragraphs 149 to 160 and 167 herein, Ms Barclay contravened s 285(1) of the FWRO Act.~~

AND the General Manager claims the relief set out in the Originating Application.

Date:

……………………………………………………………
Signed by Jon Lovell
Ashurst Australia
Lawyer for the Applicant

This pleading was prepared by Matthew Follett SC and Matthew Minucci of counsel.

Certificate of lawyer

I Jon Lovell certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date:

………………………………………………………………

Signed by Jon Lovell
Ashurst Australia
Lawyer for the Applicant

Schedule of parties

No. VID of 2024

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

Second Respondent	**Kerry Georgiev**
Third Respondent	**Nick Katsis**
Fourth Respondent	**David Asmar**
~~Fifth Respondent~~	~~**David Eden**~~
Sixth Respondent	**Lee Atkinson**
~~Seventh Respondent~~	~~**Rhonda Barclay**~~

Date: 23 August 2024

Table A

	Date of payment	Recipient account details	Amount paid by Branch
1.	~~31 August~~ 4 September 2018	Diana Asmar [redacted]	$3,447.00
2.	14 September 2018	Diana Asmar [redacted]	$4,210.00
3.	10 October 2018	Diana Asmar [redacted]	$3,240.00
4.	5 November 2018	Diana Asmar [redacted]	$1,850.00
5.	~~15 November 2018~~ 19 November 2018	Diana Asmar [redacted]	$1,765.00
6.	21 November 2018	Diana Asmar [redacted]	$3,210.00
7.	28 November 2018	Diana Asmar [redacted]	$320.90
8.	5 December 2018	Diana Asmar [redacted]	$3,264.93
9.	8 January 2019	Diana Asmar [redacted]	$2,478.08
10.	25 January 2019	Diana Asmar [redacted]	$2,709.30
11.	4 February 2019	Diana Asmar [redacted]	$3,243.25
12.	14 March 2019	Diana Asmar [redacted]	$2,745.00
13.	29 March 2019	Diana Asmar	$3,265.00

	Date of payment	Recipient account details	Amount paid by Branch
		[redacted]	
14.	17 April 2019	Diana Asmar [redacted]	$2,850.00
15.	10 May 2019	Diana Asmar [redacted]	$2,919.73
16.	13 May 2019	Diana Asmar [redacted]	$1,900.00
17.	24 May 2019	Diana Asmar [redacted]	$2,765.00
18.	7 June 2019	Diana Asmar [redacted]	$575.00
19.	7 June 2019	Diana Asmar [redacted]	$2,800.00
20.	11 June 2019	Diana Asmar [redacted]	$1,777.77
21.	23 July 2019	Diana Asmar [redacted]	$1,780.00
22.	9 August 2019	Diana Asmar [redacted]	$3,437.00
23.	23 August 2019	Diana Asmar [redacted]	$1,385.18
24.	27 August 2019	Diana Asmar [redacted]	$1,653.40
25.	27 August 2019	Diana Asmar [redacted]	$1,745.00

	Date of payment	Recipient account details	Amount paid by Branch
26.	~~4 September 2019~~ 30 September 2019	Diana Asmar [redacted]	$675.00
27.	6 September 2019	Diana Asmar [redacted]	$1,645.00
28.	13 September 2019	Diana Asmar [redacted]	$3,485.00
29.	20 September 2019	Diana Asmar [redacted]	$2,680.00
30.	25 September 2019	Diana Asmar [redacted]	$1,750.00
31.	10 October 2019	Diana Asmar [redacted]	$2,300.00
32.	25 October 2019	Diana Asmar [redacted]	$1,840.00
33.	4 November 2019	Diana Asmar [redacted]	$1,738.00
34.	8 November 2019	Diana Asmar [redacted]	$2,850.00
35.	21 November 2019	Diana Asmar [redacted]	$3,270.00
36.	7 January 2020	Diana Asmar [redacted]	$2,850.00
37.	20 January 2020	Diana Asmar [redacted]	$3,200.00
38.	22 January 2020	Diana Asmar [redacted]	$1,920.00

	Date of payment	Recipient account details	Amount paid by Branch
39.	2 March 2020	David and Diana Asmar [redacted]	$3,400.00
40.	11 March 2020	David and Diana Asmar [redacted]	$2,500.00
41.	3 April 2020	David and Diana Asmar [redacted]	$2,400.00
42.	23 April 2020	Diana Asmar [redacted]	$1,650.00
43.	1 May 2020	Diana Asmar [redacted]	$1,375.00
44.	5 May 2020	Diana Asmar [redacted]	$1,250.00
45.	9 June 2020	Diana Asmar [redacted]	$3,800.00
~~46.~~	~~19 June 2020~~	~~David and Diana Asmar~~ [redacted]	~~$437.74~~
47.	19 June 2020	Diana Asmar [redacted]	$2,450.00
48.	25 June 2020	Diana Asmar [redacted]	$2,600.00
49.	21 July 2020	Diana Asmar [redacted]	$3,978.75
50.	28 August 2020	Diana Asmar [redacted]	$2,800.00
51.	20 November 2020	David and Diana Asmar [redacted]	$2,375.00

	Date of payment	Recipient account details	Amount paid by Branch
		Total	~~$122,556.03~~ $122,118.29

Table B

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
FY16 – 17			
1.	6 July 2016	Southern Publishing invoice 4086 Southern Publishing invoice 4087 Southern Publishing invoice 4069 Southern Publishing invoice 4085	$32,318.00 from Branch Acc No. 5699
2.	13 July 2016	Southern Publishing invoice 4088 Southern Publishing invoice 4089 Southern Publishing invoice 4090	$36,157.00 from Branch Westpac Account
3.	20 July 2016	Southern Publishing invoice 4091 Southern Publishing invoice 4092 Southern Publishing invoice 4093 Southern Publishing invoice 4094	$16,654.00 from Branch Westpac Account
4.	29 July 2016	Southern Publishing invoice 4095 Southern Publishing invoice 4096 Southern Publishing invoice 4097 Southern Publishing invoice 4098	$28,935.00 from Branch Westpac Account
5.	12 December 2016	Southern Publishing invoice 4099 Southern Publishing invoice 4106 Southern Publishing invoice 4105 Southern Publishing invoice 4104 Southern Publishing invoice 4103 Southern Publishing invoice 4102 Southern Publishing invoice 4101 Southern Publishing invoice 4100	$55,558.00 from Branch Westpac Account
6.	17 January 2017	No invoices produced match this payment.	$18,933.00 from Branch Westpac Account
7.	31 January 2017	Southern Publishing invoice 4129 Southern Publishing invoice 4128 Southern Publishing invoice 4126 Southern Publishing invoice 4127	$17,624.00 from Branch Westpac Account

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
8.	28 February 2017	Southern Publishing invoice 4147 Southern Publishing invoice 4148	$10,881.00 from Branch Westpac Account
9.	2 March 2017	Southern Publishing invoice 4145 Southern Publishing invoice 4146	$16,203.00 from Branch Westpac Account
10.	19 April 2017	Southern Publishing invoice 4149 Southern Publishing invoice 4150 Southern Publishing invoice 4151 Southern Publishing invoice 4152 Southern Publishing invoice 4153	$17,033.00 from Branch Westpac Account
11.	26 April 2017	Southern Publishing invoice 4144 Southern Publishing invoice 4141 Southern Publishing invoice 4142 Southern Publishing invoice 4143	$19,338.00 from Branch Westpac Account
12.	9 May 2017	Southern Publishing invoice 4156 Southern Publishing invoice 4157 Southern Publishing invoice 4158 Southern Publishing invoice 4159	$14,454.00 from Branch Westpac Account
13.	11 May 2017	Southern Publishing invoice 4165 Southern Publishing invoice 4166	$14,080.00 from Branch Westpac Account
14.	16 May 2017	Southern Publishing invoice 4171 Southern Publishing invoice 4170 Southern Publishing invoice 4169 Southern Publishing invoice 4172	$21,351.00 from Branch Westpac Account
15.	19 May 2017	Southern Publishing invoice 4164 Southern Publishing invoice 4163 Southern Publishing invoice 4167 Southern Publishing invoice 4168	$29,162.00 from Branch Westpac Account
16.	29 May 2017	Southern Publishing invoice 4181	$5,412.00 from Branch Acc No. 5699
17.	29 May 2017	Southern Publishing invoice 4178 Southern Publishing invoice 4177 Southern Publishing invoice 4176 Southern Publishing invoice 4175 Southern Publishing invoice 4179	$17,600.00 from Branch Westpac Account

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
18.	1 June 2017	Southern Publishing invoice 4174 Southern Publishing invoice 4180 Southern Publishing invoice 4173 Southern Publishing invoice 4182 Southern Publishing invoice 4183 Southern Publishing invoice 4184 Southern Publishing invoice 4185 ~~(Invoices totalling $18,410.00. $19,100.00 unaccounted for).~~	$37,510.00 from Branch Westpac Account
19.	27 June 2017	~~No invoices produced.~~ Southern Publishing invoice 4186 Southern Publishing invoice 4190 Southern Publishing invoice 4191 Southern Publishing invoice 4192 Southern Publishing invoice 4193 Southern Publishing invoice 4194	$27,169.00 from Branch Acc No. 5699
FY17 – 18			
20.	12 July 2017	Southern Publishing invoice 4187 Southern Publishing invoice ~~4187~~ 4189 Southern Publishing invoice 4188	$10,327.00 from Branch Westpac Account
21.	13 July 2017	Southern Publishing invoice 4195 Southern Publishing invoice 4196	$15,422.00 from Branch Westpac Account
22.	17 July 2017	Southern Publishing invoice 4200 Southern Publishing invoice 4197 Southern Publishing invoice 4198 Southern Publishing invoice 4199	$17,061.00 from Branch Westpac Account

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
23.	8 August 2017	Southern Publishing invoice 4201 Southern Publishing invoice 4202 Southern Publishing invoice 4203	$10,088.00 from Branch Westpac Account
24.	9 August 2017	Southern Publishing invoice 4207 Southern Publishing invoice 4206 Southern Publishing invoice 4205 Southern Publishing invoice 4204	$19,661.00 from Branch Acc No. 5699
25.	14 August 2017	Southern Publishing invoice 4212 Southern Publishing invoice 4211 Southern Publishing invoice 4208 Southern Publishing invoice 4209	$28,130.00 from Branch Acc No. 5699
26.	3 October 2017	Southern Publishing invoice 4217 Southern Publishing invoice 4213 Southern Publishing invoice 4215 Southern Publishing invoice 4214 Southern Publishing invoice 4216	$21,080.00 from Branch Acc No. 5699
27.	17 October 2017	Southern Publishing invoice 4240 Southern Publishing invoice 4241 Southern Publishing invoice 4242 Southern Publishing invoice 4243	$25,745.00 from Branch Westpac Account
28.	1 November 2017	Southern Publishing invoice 4264 Southern Publishing invoice 4265 Southern Publishing invoice 4266 Southern Publishing invoice 4267 Southern Publishing invoice 4268	$31,900.00 from Branch Westpac Account
29.	2 November 2017	Southern Publishing invoice 4291 Southern Publishing invoice 4292 Southern Publishing invoice 4293 Southern Publishing invoice 4294	$23,750.00 from Branch Westpac Account
30.	1 December 2017	Southern Publishing invoice 4321 Southern Publishing invoice 4322 Southern Publishing invoice 4323 Southern Publishing invoice 4324 Southern Publishing invoice 4325	$16,773.00 from Branch Westpac Account
31.	4 December 2017	Southern Publishing invoice 4310 Southern Publishing invoice 4311	$13,790.00 from Branch Westpac Account

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
32.	14 December 2017	Southern Publishing invoice 4342 Southern Publishing invoice 4343 Southern Publishing invoice 4344 Southern Publishing invoice 4345 Southern Publishing invoice 4346	$26,100.00 from Branch Westpac Account
33.	18 December 2017	Southern Publishing invoice 4349 Southern Publishing invoice 4350 Southern Publishing invoice 4351 Southern Publishing invoice 4352	$20,200.00 from Branch Acc No. 5699
34.	8 January 2018	Southern Publishing Invoice 4355 Southern Publishing Invoice 4356 Southern Publishing Invoice 4357 Southern Publishing Invoice 4358	$22,600.00 from Branch Acc No. 8764
35.	15 January 2018	Southern Publishing Invoice 4362 Southern Publishing Invoice 4363 Southern Publishing Invoice 4364 Southern Publishing Invoice 4365 Southern Publishing Invoice 4366	$32,000.00 from Branch Acc No. 8764
36.	23 January 2018	Southern Publishing Invoice 4370 Southern Publishing Invoice 4371 Southern Publishing Invoice 4372 Southern Publishing Invoice 4373 Southern Publishing Invoice 4374	$27,085.00 from Branch Acc No. 5699
37.	23 January 2018	Southern Publishing Invoice 4375 Southern Publishing Invoice 4376 Southern Publishing Invoice 4377	$15,247.00 from Branch Acc No. 8764
38.	8 February 2018	Southern Publishing Invoice 4378 Southern Publishing Invoice 4379 Southern Publishing Invoice 4380 Southern Publishing Invoice 4381	$18,190.00 from Branch Acc No. 8764
39.	14 February 2018	Southern Publishing Invoice 4383 Southern Publishing Invoice 4384 Southern Publishing Invoice 4385 Southern Publishing Invoice 4391	$22,745.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
40.	19 February 2018	Southern Publishing Invoice 4392 Southern Publishing Invoice 4393 Southern Publishing Invoice 4394	$11,000.00 from Branch Acc No. 5699
41.	20 February 2018	Southern Publishing Invoice 4395 Southern Publishing Invoice 4396 Southern Publishing Invoice 4397	$10,000.00 from Branch Acc No. 8764
42.	21 February 2018	Southern Publishing Invoice 4398 Southern Publishing Invoice 4399 Southern Publishing Invoice 4400	$15,000.00 from Branch Acc No. 8764
43.	22 February 2018	Southern Publishing Invoice 4388 Southern Publishing Invoice 4389 Southern Publishing Invoice 4390	$15,000.00 from Branch Acc No. 8764
44.	13 March 2018	Southern Publishing Invoice 4410 Southern Publishing Invoice 4411 Southern Publishing Invoice 4412	$11,850.00 from Branch Acc No. 8764
45.	14 March 2018	Southern Publishing Invoice 4413 Southern Publishing Invoice 4414 Southern Publishing Invoice 4415 Southern Publishing Invoice 4416	$20,000.00 from Branch Acc No. 8764
46.	23 March 2018	Southern Publishing Invoice 4417	$7,450.00 from Branch Acc No. 8764
47.	6 April 2018	Southern Publishing Invoice 4386 Southern Publishing Invoice 4387	$12,819.00 from Branch Acc No. 8764
48.	9 April 2018	Southern Publishing Invoice 4418	$372.00 from Branch Acc No. 8764
49.	9 April 2018	Southern Publishing Invoice 4419	$10,058.00 from Branch Acc No. 8764
50.	24 April 2018	Southern Publishing Invoice 4401	$6,952.00 from Branch Acc No. 8764
51.	30 April 2018	Southern Publishing Invoice 4421	$5,600.00 from Branch Acc No. 8764
52.	1 May 2018	Southern Publishing Invoice 4422 Southern Publishing Invoice 4423	$11,100.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
53.	2 May 2018	Southern Publishing Invoice 4424 (not produced)	$4,200.00 from Branch Acc No. 8764
54.	21 May 2018	Southern Publishing Invoice 4425	$6,820.00 from Branch Acc No. 8764
55.	22 May 2018	Southern Publishing Invoice 4409	$5,300.00 from Branch Acc No. 8764
56.	6 June 2018	Southern Publishing Invoice 4426 Southern Publishing Invoice 4427	$10,400.00 from Branch Acc No. 8764
57.	7 June 2018	Southern Publishing Invoice 4428 Southern Publishing Invoice 4429	$10,000.00 from Branch Acc No. 5699
58.	14 June 2018	Southern Publishing Invoice 4430 Southern Publishing Invoice 4431 Southern Publishing Invoice 4432	$10,550.00 from Branch Acc No. 8764
59.	26 June 2018	Southern Publishing Invoice 4433 Southern Publishing Invoice 4434	$10,700.00 from Branch Acc No. 8764
60.	27 June 2018	Southern Publishing Invoice 4435 Southern Publishing Invoice 4436	$10,350.00 from Branch Acc No. 8764
61.	28 June 2018	Southern Publishing Invoice 4437 Southern Publishing Invoice 4438	$11,000.00 from Branch Acc No. 8764
FY18 – 19			
62.	2 July 2018	Purportedly Southern Publishing Invoice 45573 (not produced) Purportedly Southern Publishing Invoice 45574 (not produced) Purportedly Southern Publishing Invoice 45575 (not produced) Purportedly Southern Publishing Invoice 45576 (not produced)	$20,000.00 from Branch Acc No. 5699
63.	5 July 2018	Southern Publishing invoice 4441 Southern Publishing invoice 4443	$10,000.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
64.	6 July 2018	Southern Publishing invoice 4447 Southern Publishing invoice 4448 Southern Publishing invoice 4451	$10,200.00 from Branch Acc No. 8764
65.	16 July 2018	Southern Publishing invoice 4457 Southern Publishing invoice 4459	$10,100.00 from Branch Acc No. 8764
66.	17 July 2018	Southern Publishing invoice 4463 Southern Publishing invoice 4465 Southern Publishing invoice 4467	$10,230.00 from Branch Acc No. 8764
67.	24 September 2018	Southern Publishing invoice 4485 Southern Publishing invoice 4487	$6,700.00 from Branch Acc No. 8764
68.	25 September 2018	Southern Publishing invoice 4493 Southern Publishing invoice 4496	$9,100.00 from Branch Acc No. 8764
69.	1 October 2018	Southern Publishing invoice 4515	$5,700.00 from Branch Acc No. 8764
70.	1 October 2018	Southern Publishing invoice 4516	$5,200.00 from Branch Acc No. 8764
71.	4 October 2018	Southern Publishing invoice 4525 Southern Publishing invoice 4528 Southern Publishing invoice 4535	$10,420.00 from Branch Acc No. 8764
72.	15 October 2018	Southern Publishing invoice 4545 Southern Publishing invoice 4546	$7,400.00 from Branch Acc No. 5699
73.	22 October 2018	Southern Publishing invoice 4553 Southern Publishing invoice 4556	$6,500.00 from Branch Acc No. 8764
74.	24 October 2018	Southern Publishing invoice 4562 Southern Publishing invoice 4564	$8,700.00 from Branch Acc No. 5699
75.	26 October 2018	Southern Publishing invoice 4573 Southern Publishing invoice 4576	$4,700.00 from Branch Acc No. 8764
76.	5 November 2018	Southern Publishing invoice 4582 Southern Publishing invoice 4588	$10,300.00 from Branch Acc No. 5699
77.	21 November 2018	Southern Publishing invoice 4445	$7,490.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
78.	8 January 2019	Southern Publishing invoice 4620 Southern Publishing invoice 4623	$8,400.00 from Branch Acc No. 8764
79.	14 January 2019	Southern Publishing invoice 4638 Southern Publishing invoice 4644	$9,190.00 from Branch Acc No. 8764
80.	16 January 2019	Southern Publishing invoice 4649 Southern Publishing invoice 4652	$14,100.00 from Branch Acc No. 8764
81.	25 January 2019	Southern Publishing invoice 4668	$4,700.00 from Branch Acc No. 8764
82.	1 February 2019	Southern Publishing invoice 4675	$4,600.00 from Branch Acc No. 8764
83.	8 February 2019	Southern Publishing invoice 4690 Southern Publishing invoice 4693 Southern Publishing invoice 4696	$15,000.00 from Branch Acc No. 8764
84.	12 February 2019	Southern Publishing invoice 4706 Southern Publishing invoice 4709 Southern Publishing invoice 4711 Southern Publishing invoice 4712	$15,200.00 from Branch Acc No. 8764
85.	18 February 2019	Southern Publishing invoice 4718	$3,400.00 from Branch Acc No. 5699
86.	21 February 2019	Southern Publishing invoice 4729	$7,500.00 from Branch Acc No. 8764
87.	4 March 2019	Southern Publishing invoice 4741 Southern Publishing invoice 4743 Southern Publishing invoice 4748 Southern Publishing invoice 4749	$15,350.00 from Branch Acc No. 8764
88.	5 March 2019	Southern Publishing invoice 4755 Southern Publishing invoice 4758 (Invoices issued on 6 March 2019, after the payment was made)	$5,100.00 from Branch Acc No. 8764
89.	15 March 2019	Southern Publishing invoice 4765 Southern Publishing invoice 4768 Southern Publishing invoice 4771	$15,100.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
90.	19 March 2019	Southern Publishing invoice 4775 Southern Publishing invoice 4780	$9,260.00 from Branch Acc No. 8764
91.	20 March 2019	Southern Publishing invoice 4784	$3,900.00 from Branch Acc No. 8764
92.	20 March 2019	Southern Publishing invoice 4786 Southern Publishing invoice 4788 Southern Publishing invoice 4791	$17,100.00 from Branch Acc No. 8764
93.	1 April 2019	Southern Publishing invoice 4799 Southern Publishing invoice 4802 Southern Publishing invoice 4804	$15,250.00 from Branch Acc No. 8764
94.	2 April 2019	Southern Publishing invoice 4808 Southern Publishing invoice 4811 Southern Publishing invoice 4814	$15,100.00 from Branch Acc No. 8764
95.	10 April 2019	Southern Publishing invoice 4819 Southern Publishing invoice 4823 Southern Publishing invoice 4826 Southern Publishing invoice 4829 Southern Publishing invoice 4833	$30,200.00 from Branch Acc No. 5699
96.	17 April 2019	Southern Publishing invoice 4841 Southern Publishing invoice 4843 Southern Publishing invoice 4847 Southern Publishing invoice 4849	$15,170.00 from Branch Acc No. 8764
97.	30 April 2019	Southern Publishing invoice 4855 Southern Publishing invoice 4859 Southern Publishing invoice 4862 Southern Publishing invoice 4866	$18,650.00 from Branch Acc No. 8764
98.	1 May 2019	Southern Publishing invoice 4869 Southern Publishing invoice 4872 Southern Publishing invoice 4875 Southern Publishing invoice 4879	$16,750.00 from Branch Acc No. 8764
99.	17 May 2019	Southern Publishing invoice 4880 Southern Publishing invoice ~~4880~~ 4884 Southern Publishing invoice 4888 Southern Publishing invoice 4890	$18,200.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
100.	24 May 2019	Southern Publishing invoice 4893 Southern Publishing invoice 4896 Southern Publishing invoice 4899 Southern Publishing invoice 4905	$14,200.00 from Branch Acc No. 8764
101.	28 May 2019	Southern Publishing invoice 4909 Southern Publishing invoice 4913 Southern Publishing invoice 4918 Southern Publishing invoice 4921	$12,590.00 from Branch Acc No. 8764
102.	3 June 2019	Southern Publishing invoice 4924 Southern Publishing invoice 4928 Southern Publishing invoice ~~4928~~ 4933 Southern Publishing invoice 4937	$16,300.00 from Branch Acc No. 5699
103.	7 June 2019	Southern Publishing invoice 4940 Southern Publishing invoice 4943	$9,700.00 from Branch Acc No. 8764
FY19 – 20			
104.	3 July 2019	Southern Publishing invoice 4946 Southern Publishing invoice 4950 Southern Publishing invoice 4954	$15,200.00 from Branch Acc No. 8764
105.	25 July 2019	Southern Publishing invoice 4957 Southern Publishing invoice 4959 Southern Publishing invoice 4962	$12,300.00 from Branch Acc No. 8764
106.	5 August 2019	Southern Publishing invoice 4966 ~~(not provided)~~ Southern Publishing invoice 4969	$6,400.00 from Branch Acc No. 8764
107.	6 August 2019	Southern Publishing invoice 4972 Southern Publishing invoice 4974 Southern Publishing invoice 4977	$8,400.00 from Branch Acc No. 5699
108.	7 August 2019	Southern Publishing invoice 4979 Southern Publishing invoice 4980	$6,400.00 from Branch Acc No. 8764
109.	12 August 2019	Southern Publishing invoice 4985 Southern Publishing invoice 4988	$7,800.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
110.	13 August 2019	Southern Publishing invoice 4990 Southern Publishing invoice 4992 Southern Publishing invoice 4996	$8,600.00 from Branch Acc No. 8764
111.	28 August 2019	Southern Publishing invoice 4999 Southern Publishing invoice 5001 Southern Publishing invoice 5003	$12,500.00 from Branch Acc No. 8764
112.	29 August 2019	Southern Publishing invoice 5007 Southern Publishing invoice 5009 Southern Publishing invoice 5012	$10,500.00 from Branch Acc No. 8764
113.	4 September 2019	Southern Publishing invoice 5014 Southern Publishing invoice 5016 Southern Publishing invoice 5019 Southern Publishing invoice 5021	$19,500.00 from Branch Acc No. 8764
114.	17 September 2019	Southern Publishing invoice 5024 Southern Publishing invoice 5027 Southern Publishing invoice 5031 Southern Publishing invoice 5034	$15,000.00 from Branch Acc No. 8764
115.	2 October 2019	Southern Publishing invoice 5038 Southern Publishing invoice 5041 Southern Publishing invoice 5044 Southern Publishing invoice 5048 Southern Publishing invoice 5052	$20,400.00 from Branch Acc No. 8764
116.	8 October 2019	Southern Publishing invoice 5055 Southern Publishing invoice 5058 Southern Publishing invoice 5061	$12,000.00 from Branch Acc No. 8764
117.	14 October 2019	Southern Publishing invoice 5064 Southern Publishing invoice 5067 Southern Publishing invoice 5071	$12,100.00 from Branch Acc No. 8764
118.	25 October 2019	Southern Publishing invoice 5074 Southern Publishing invoice 5077 Southern Publishing invoice 5079 Southern Publishing invoice 5082`	$18,200.00 from Branch Acc No. 8764
119.	29 October 2019	Southern Publishing invoice 5085 Southern Publishing invoice 5088 Southern Publishing invoice 5091	$13,200.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
120.	29 October 2019	Southern Publishing invoice 5093 Southern Publishing invoice 5096 Southern Publishing invoice 5099 Southern Publishing invoice 5101	$12,000.00 from Branch Acc No. 8764
121.	8 November 2019	Southern Publishing invoice 5104	$3,200.00 from Branch Acc No. 8764
122.	19 November 2019	Southern Publishing invoice 5107	$4,800.00 from Branch Acc No. 8764
123.	26 November 2019	Southern Publishing invoice 5112 Southern Publishing invoice 5115 Southern Publishing invoice 5118 Southern Publishing invoice 5121 Southern Publishing invoice 5123 Southern Publishing invoice 5127 Southern Publishing invoice 5129 Southern Publishing invoice 5132	$33,000.00 from Branch Acc No. 8764
124.	26 November 2019	Southern Publishing invoice 5135 Southern Publishing invoice 5138 Southern Publishing invoice 5142 Southern Publishing invoice 5144 Southern Publishing invoice 5147 Southern Publishing invoice 5149 Southern Publishing invoice 5152	$32,145.00 from Branch Acc No. 8764
125.	2 December 2019	Southern Publishing invoice 5156 Southern Publishing invoice 5159	$11,500.00 from Branch Acc No. 8764
126.	18 December 2019	Southern Publishing invoice 5163 Southern Publishing invoice 5166 Southern Publishing invoice 5168	$12,100.00 from Branch Acc No. 8764
127.	8 January 2020	Southern Publishing invoice 5170 Southern Publishing invoice 5173 Southern Publishing invoice 5176 Southern Publishing invoice 5178 Southern Publishing invoice 5181	$25,000.00 from Branch Acc No. 8764
128.	13 January 2020	Southern Publishing invoice 5183 Southern Publishing invoice 5186 Southern Publishing invoice 5188	$28,000.00 from Branch Acc No. 5699

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
		Southern Publishing invoice 5190 Southern Publishing invoice 5193 Southern Publishing invoice 5196	
129.	20 January 2020	Southern Publishing invoice 5199 Southern Publishing invoice 5202	$8,000.00 from Branch Acc No. 8764
130.	22 January 2020	Southern Publishing invoice 5205 Southern Publishing invoice 5208 Southern Publishing invoice 5211 Southern Publishing invoice 5214 Southern Publishing invoice 5217 Southern Publishing invoice 5219 Southern Publishing invoice 5221	$35,000.00 from Branch Acc No. 8764
131.	29 January 2020	Southern Publishing invoice 5223 Southern Publishing invoice 5225 Southern Publishing invoice 5228 Southern Publishing invoice 5231 Southern Publishing invoice 5234	$27,000.00 from Branch Acc No. 8764
132.	3 February 2020	Southern Publishing invoice 5237 Southern Publishing invoice 5239 Southern Publishing invoice 5241 Southern Publishing invoice 5244 Southern Publishing invoice 5246 Southern Publishing invoice 5249 Southern Publishing invoice 5251	$35,000.00 from Branch Acc No. 8764
133.	19 February 2020	Southern Publishing invoice 5253 Southern Publishing invoice 5257 Southern Publishing invoice 5259	$16,000.00 from Branch Acc No. 8764
134.	26 February 2020	Southern Publishing invoice 5262 Southern Publishing invoice 5264	$9,000.00 from Branch Acc No. 8764
135.	4 March 2020	Southern Publishing invoice 5266 Southern Publishing invoice 5269 Southern Publishing invoice 5271 Southern Publishing invoice 5273	$32,000.00 from Branch Acc No. 8764
136.	12 March 2020	Southern Publishing invoice 5275 Southern Publishing invoice 5279	$12,000.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
137.	19 March 2020	Southern Publishing invoice 5281 Southern Publishing invoice 5284 Southern Publishing invoice 5287 Southern Publishing invoice 5289	$14,200.00 from Branch Acc No. 8764
138.	3 April 2020	Southern Publishing invoice 5293 Southern Publishing invoice 5296	$10,000.00 from Branch Acc No. 8764
139.	16 April 2020	Southern Publishing invoice 5299	$5,000.00 from Branch Acc No. 8764
140.	5 May 2020	Southern Publishing invoice 5305 Southern Publishing invoice 5308	$8,200.00 from Branch Acc No. 8764
141.	19 May 2020	Southern Publishing invoice 5311 Southern Publishing invoice 5314 Southern Publishing invoice 5317	$15,000.00 from Branch Acc No. 8764
142.	29 June 2020	No invoices produced.	$20,000.00 from Branch Acc No. 5699
FY20 – 21			
143.	2 July 2020	Southern Publishing invoice 5325	$24,000.00 from Branch Acc No. 8764
144.	6 July 2020	Southern Publishing invoice 5328	$22,000.00 from Branch Acc No. 8764
145.	14 July 2020	Southern Publishing invoice 5339	$21,800.00 from Branch Acc No. 5699
146.	29 July 2020	Southern Publishing invoice 5342	$34,000.00 from Branch Acc No. 8764
147.	7 August 2020	Southern Publishing invoice 5349 Southern Publishing invoice 5352 Southern Publishing invoice 5355 Southern Publishing invoice 5358	$34,000.00 from Branch Acc No. 8764
148.	28 August 2020	Southern Publishing invoice 5361	$4,800.00 from Branch Acc No. 8764
149.	4 September 2020	Southern Publishing invoice 5363	$38,000.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
150.	29 September 2020	Southern Publishing invoice 5378	$21,000.00 from Branch Acc No. 5699
151.	8 October 2020	Southern Publishing invoice 5380 Southern Publishing invoice 5386 Southern Publishing invoice 5382 Southern Publishing invoice 5389 Southern Publishing invoice 5392	$32,000.00 from Branch Acc No. 8764
152.	16 October 2020	Southern Publishing invoice 5393 Southern Publishing invoice 5394 Southern Publishing invoice 5396	$18,000.00 from Branch Acc No. 8764
153.	5 November 2020	Southern Publishing invoice 5397 Southern Publishing invoice 5400 Southern Publishing invoice 5403 Southern Publishing invoice 5405 Southern Publishing invoice 5409	$28,500.00 from Branch Acc No. 8764
154.	13 November 2020	Southern Publishing invoice 5412 Southern Publishing invoice ~~6773~~ 5415 Southern Publishing invoice 5419 Southern Publishing invoice 5421 Southern Publishing invoice 5424 Southern Publishing invoice 5428	$38,000.00 from Branch Acc No. 8764
155.	26 November 2020	Southern Publishing invoice 5431 Southern Publishing invoice 5433 Southern Publishing invoice 5436 Southern Publishing invoice 5439 Southern Publishing invoice 5442	$37,000.00 from Branch Acc No. 8764
156.	9 December 2020	Southern Publishing invoice 5445 Southern Publishing invoice 5448 Southern Publishing invoice 5451	$15,000.00 from Branch Acc No. 5699
157.	10 December 2020	Southern Publishing invoice 5453 Southern Publishing invoice 5456 Southern Publishing invoice 5459 Southern Publishing invoice 5462 Southern Publishing invoice 5464 Southern Publishing invoice 5467	$36,500.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
158.	29 December 2020	Southern Publishing invoice 5469 Southern Publishing invoice 5473	$12,000.00 from Branch Acc No. 8764
159.	12 January 2021	Southern Publishing invoice 5476 Southern Publishing invoice 5479 Southern Publishing invoice 5481 Southern Publishing invoice 5484 Southern Publishing invoice 5486 Southern Publishing invoice 5489 Southern Publishing invoice 5492	$36,000.00 from Branch Acc No. 8764
160.	22 January 2021	Southern Publishing invoice 5495	$12,000.00 from Branch Acc No. 8764
161.	5 February 2021	Southern Publishing invoice 5498 Southern Publishing invoice 5502 Southern Publishing invoice 5506 Southern Publishing invoice 5509 Southern Publishing invoice 5512 Southern Publishing invoice 5516 Southern Publishing invoice 5519	$42,000.00 from Branch Acc No. 8764
162.	31 March 2021	Southern Publishing invoice 5525 Southern Publishing invoice 5528	$28,000.00 from Branch Acc No. 5699
163.	16 April 2021	Southern Publishing invoice 5532	$8,500.00 from Branch Acc No. 8764
164.	20 April 2021	Southern Publishing invoice 5536	$12,000.00 from Branch Acc No. 8764
165.	10 May 2021	Southern Publishing invoice 5539 Southern Publishing invoice 5543 Southern Publishing invoice 5546 Southern Publishing invoice 5549	$18,000.00 from Branch Acc No. 8764
166.	18 May 2021	Southern Publishing invoice 5558 Southern Publishing invoice 5561 Southern Publishing invoice 5563	$16,000.00 from Branch Acc No. 5699
167.	26 May 2021	Southern Publishing invoice 5565 Southern Publishing invoice 5568 Southern Publishing invoice 5571 Southern Publishing invoice 5573	$16,000.00 from Branch Acc No. 8764

	Date	Southern Publishing invoice	Amount paid by the Branch to Southern Publishing
168.	4 June 2021	Southern Publishing invoice 5576	$8,000.00 from Branch Acc No. 8764
169.	9 June 2021	Southern Publishing invoice 5579 Southern Publishing invoice 5582 Southern Publishing invoice 5584	$18,000.00 from Branch Acc No. 8764
170.	17 June 2021	Southern Publishing invoice 5587 Southern Publishing invoice 5590 Southern Publishing invoice 5592 Southern Publishing invoice 5595	$18,000.00 from Branch Acc No. 8764
TOTAL			$2,799,282.00