

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 16/03/2021 8:46:47 PM AWST and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged:	Affidavit - Form 59 - Rule 29.02(1)
File Number:	WAD59/2021
File Title:	ADAM NICHOLAS IAN FLETCHER & ORS v CHRISTOPHER MICHAEL BROWN & ANOR
Registry:	WESTERN AUSTRALIA REGISTRY - FEDERAL COURT OF AUSTRALIA



*Sia Lagos*

Dated: 17/03/2021 3:58:38 PM AWST

Registrar

### Important Information

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

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



Form 59  
Rule 29.02(1)

## Affidavit

No. WAD of 2021

Federal Court of Australia

District Registry: Perth

Division: Commercial and Corporations

Plaintiff

Defendants

Affidavit of: **Adam Fletcher**

Address:

Occupation: Company Director

Date: 16 March 2021

### Contents

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I, Adam Fletcher, of [REDACTED] Western Australia, Company Director, affirm as follows:

1. I am a director of an investment company and two property development companies, being Property Blue Pty Ltd, Clag Pty Ltd and K&F Consultants Pty Ltd.
2. The contents of this affidavit are true to my knowledge, unless otherwise stated, in which case they are true to the best of my information and belief and the source of my information and belief is stated.
3. Exhibited to this affidavit and marked Exhibit AF-1 is a bundle of documents separated by numbered tabs. In this affidavit, unless otherwise indicated, a reference to a tab number is a reference to the corresponding numbered tab of Exhibit AF-1. Where I refer to a page number of a document, I refer to the paginated number of Exhibit AF-1.

### PURPOSE OF THIS AFFIDAVIT

4. This affidavit is affirmed by me in support of:

(a) an originating process dated 16 March 2021 by the plaintiffs to this action (OP); and

*Handwritten initials*

- (b) an interlocutory process dated 16 March 2021 in this action (**IP**).
5. This application is made on an urgent basis, in the absence of the defendant, Mr Christopher Brown (**Chris**), and without notice to him. This is because I am extremely concerned that Chris, being a person who may be in possession of a substantial sum of money (in excess of \$300m) in circumstances where he owes a similarly substantial sum (I understand around \$178m) to other people (including myself):
- (a) has misrepresented the amount and status of the money held in his accounts;
  - (b) may dissipate assets, which would otherwise be available to me and other persons that he holds money on behalf of (**Creditors**); and
  - (c) is incapable of managing those assets for the benefit of the Creditors.
6. As a result, the relief sought in this action includes:
- (a) asset preservation orders; and
  - (b) orders for the appointment of a receiver and manager to the property of the defendant.

## INTRODUCTION TO CHRIS AND LOAN AGREEMENT

### Initial meeting with Chris

7. I first heard about Chris via Mr. Peter Aleksander, a golfing contact and former colleague, in December 2018 when Peter and I were discussing investment opportunities Peter was involved in.
8. I then met Chris for the first time in Melbourne at a nightclub on April 24<sup>th</sup>, 2019. Chris was accompanied by Jaysen Taylor, Peter Aleksander, Nader El Sayed and Gavin Brown (Chris' father).
9. Later that year I went on a Golf trip on December 7<sup>th</sup> 2019 with Chris, Jaysen Taylor, Peter Aleksander and [REDACTED] to Melbourne, Tasmania and King Island for 10 days.
10. During this time, [REDACTED] and I were asked by Jaysen and Peter if we could get some information for them, from Chris, about his gambling, how he was doing it and if he currently had access to money. They also asked if we generally thought it was possible to do what Chris said he was doing in terms of the significant returns he said he was getting through gambling on horse racing.
11. I had been hearing from Peter around this time (and continued to hear over the next year or so) that Chris was investing money in gambling for Peter and that he had told Peter he would get money released from his investments and he never did.



12. I asked Chris multiple questions about his gambling and investment activities over the 10 days, as I got to know him better. From what Chris told me at that time, it was my belief that the profits Chris said he was generating were unrealistic and I did not feel like this was something I wanted to be involved in at that time.
13. My father was a bookmaker in Brisbane, and I have spent a significant time around horses and have a keen interest in racing. With my combined background with business and horses, I considered that I was able to understand betting and investment strategies to assess for myself whether a certain strategy was valid.
14. During this golf trip, I told Jaysen and Peter that I had concerns over what Chris was saying. I was not sure exactly how Chris was making the money that he said he was.

#### Further Detail of Investment Opportunities & Initial Investment

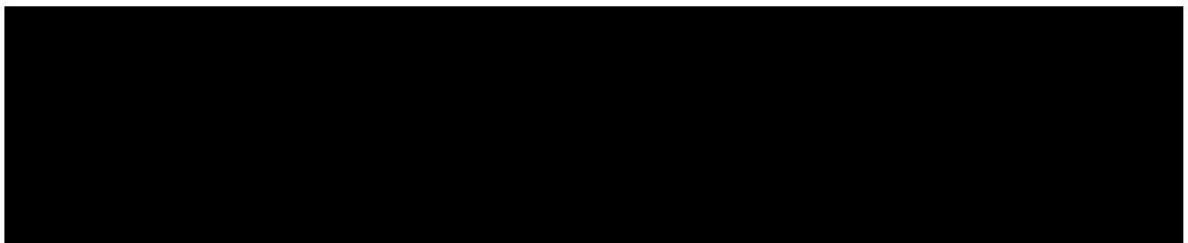
15. During the period January to April 2020, Peter asked me a number of times over the phone and in person if I was interested in putting money into Chris' trades. I repeatedly knocked back those offers.
16. On April 24th 2020, during a telephone conversation with Peter about a property project that we were separately involved in, Peter mentioned to me that Joshua Hunt from HopgoodGanim was now looking after Chris and his banking problems (which Peter had previously raised when he was not seeing his funds distributed to him).
17. Peter said that, with Josh's involvement, Chris and some other investors (Peter, Jaysen Taylor and Nader El Sayed) now expected to have funds released to them in 6 to 8 weeks.
18. I know Josh Hunt, as I have used him as my Corporate Lawyer in businesses that I am involved in, and that immediately gave some credibility to what Peter was saying. This sparked my interests in the investment opportunity.
19. Peter said that due to Chris' funds being locked up, Chris had no access to capital and so he asked if I had any money that I would like to put into this trade. I said to Peter that I would talk to Chris and Josh about it first.
20. Peter continued to ask me about this trade for the next few days, so on May 1<sup>st</sup> 2020 I called Chris to discuss this with him. This was the first time Chris and I had spoken about doing any business together.
21. In our telephone conversation, Chris told me that the trade would return three times my money over 90 days and that he thought he would be able to pay the capital back after two weeks. Anything over and above that, he and Peter would keep.

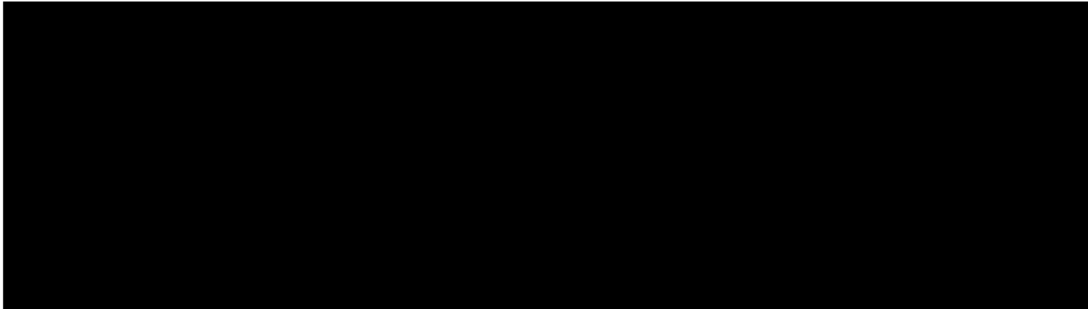


22. I raised concerns with Chris over whether he could do that in that time frame, so Chris revised that to capital back at four weeks. During that call, I asked Chris how he was going to make this money, and he said he finds small arbitrage opportunities through mistakes in financial and gambling markets, and the more money he has, the more he can capitalise on these mistakes.
23. I asked Chris why he needed my money if he had so much in his bank accounts and Chris said that his money was locked up by the banks due to the volume of cash involved. He said that due to it coming and going from trading and gambling accounts, the banks were going through Know Your Client (**KYC**) and Anti Money Laundering (**AML**) processes. I asked Chris how much he has in the accounts and Chris said around \$45 million.
24. Chris told me during that call that Josh was now handling that process for him and he expected to have his funds in about six weeks and could comfortably pay back any loans he took out. I asked Chris if Josh could talk to me about it and verify what Chris had told me.
25. Chris messaged me a screenshot later that night of him asking Josh to call me over the weekend to discuss my questions and concerns. Josh called me on Saturday May 2<sup>nd</sup> 2020 and said he was acting for Chris now and would be working through his issues with the banks. At **tab 1** is a true copy of this message.
26. Josh advised me that he couldn't confirm the 6 week time frame to get the access to funds issue resolved, that Chris had mentioned, as he didn't know exactly. I said to Josh I was looking at putting in \$ [REDACTED] and up to \$ [REDACTED] in total, but I wanted to see how it went first.

Arrangement re Loan Agreement & Initial Funding Arrangements

27. Josh said that he thought it was best, for both parties, that if I did anything with Chris it would be in the form of a loan agreement and not an investment.
28. On May 4<sup>th</sup> 2020 Stuart, Josh and myself had a further call to talk about these arrangements and Chris' financial position. That conversation gave me enough confidence to give Chris money, as I trusted Josh and with Josh helping, I was confident he would get a good result for Chris.

29.



30. Before I sent any money to Chris, I again asked Chris to provide me with details as to exactly what he would be doing with the money. He sent me an email on May 14<sup>th</sup> with that information. At **tab 3** is a true copy of that email
31. At **tab 4** is a true copy of the loan agreement that I signed with Chris.
32. Josh, Chris and myself then met at Mel and Co, a cafe in Cottesloe, on May 19<sup>th</sup> at 10.30am to discuss the structure moving forward with regards to the process for making payments to and obtaining returns from Chris.
33. 
34. At that meeting it was agreed that Chris would setup a new NAB account so money could go into that. Josh and I would have operational access to that account to give me comfort and visibility on what Chris was doing with the money and when the money was to be paid back. Funds would go to this account, then to the HopgoodGanim Trust Account. Any profits earned could then be paid back to me, held or reinvested from that account.
35. After our arrangements were set up, Chris provided me with five bank accounts on where payments could go.
36. When depositing money to Chris I just used the pay-id option and sent an "osko" payment to him. I provided Chris with a screenshot of the first payment sent May 15 2020 at 3.42pm for \$  and the second payment of \$  was made Saturday May 16 2020 at 11.29am to Chris. At **tab 6** is a true copy of those payment remittances.
37. In the period following my initial investment, Chris told me on a number of occasions that the investment strategy was going well. On June 15 2020, Chris sent me a WhatsApp message saying *"our stuff continuing to go well. Have begun the withdrawal process for some initial blocks. Usually takes 2-5 days so should have at least 5-600 in this week and likely 800-1m."* At **tab 7** is a true copy of that message.

#### **INVESTEMENT ARRANGEMENT**

38. During discussions with Stuart Campbell and Chris in late August and early September, Chris said to me that he had stopped laying off bets (that is selling his bets to punters as though he were a bookie) and would just "go long only" over the spring carnival like he

did last year. By this I understood Chris to mean that he was no longer taking an arbitrage position but would just adopt a conventional gambling approach.

39. Chris asked Stuart and I if we would be interested in putting more money across to this, as this is where he, Jaysen and Nader made their big money last year. We were still waiting for money to be released from the banks, so I was not really sold on providing him with more just off those conversations.
40. While all this was happening, I had made some enquiries by phone with Richard Hoffman (who has held multiple bookmaking licenses in Australia), who told me that if money went from my bank account to Chris' betting account the betting agencies would prefer for those funds to be paid back to the original account they came from (e.g. mine), thus bypassing Chris' bank accounts (which is where Chris had informed me the problems were).
41. As a result, both Stuart and I decided to advance further money to Chris for a gambling approach, rather than the previous arbitrage strategy. We were told, from Chris, this would be tax free as it is straight gambling.
42. Stuart and I decided we would put a further \$ [REDACTED] up between each of us (with Stuart contributing \$ [REDACTED] and myself \$ [REDACTED]) into a new bank account with ING, and we would give Chris the card details to charge it to the betting accounts. I obtained part of that \$ [REDACTED] from two other friends, [REDACTED] and [REDACTED] who combined gave \$ [REDACTED] to me.
43. Chris informed me that I would have to sign a statutory declaration with the corporate bookmakers, as it was my card and money being used in his account, and I did that for both Ladbrokes and Pointsbet. At **tab 8** is a true copy of those declarations.
44. I was informed by Chris that these funds should make around 50% the first weekend based off his "BOOK" of bets, and we would pull the profits out each week. The original deal was we would split the profits with Chris 50/50, and pull them out each week.
45. After the second week, we received \$ [REDACTED] from Chris' Pointsbet Aus account, but we had been told we would receive 2 x \$ [REDACTED] payments. That is the only money I have ever received from Chris.
46. After the first two weeks, Chris, Stuart and myself met at Clancy's in Cottesloe and Chris said that 50% was too much of a performance fee, so we all agreed that the new split was going to be 25% of profit and losses to Chris and the remainder to Stuart and I.
47. The process which was adopted was that we would get a book of bets off Chris on a Thursday or Friday each week and that would have bets totalling anywhere between \$1 million to \$12 million (of which ours were a percentage of – around 30% to 50%).



48. We would track these bets and on Monday communicate on the winning or losing amounts, which we would put in a spreadsheet and keep track of. We also started to do what we called "Side Bets" where, Stuart, Chris or myself would note on our group WhatsApp chat called 'book lads' if we wanted to back something for just the three of us. We would all agree and Chris would put the bets on for us.

## REQUESTS FOR RETURN OF MONEY

49. Under the Loan Agreement, the capital was due back on the 28th day after payment, which was June 15, 2020.
50. Countless requests have been made since that time from Stuart and myself until today (I estimate over 100). These requests have been made in various forms including phone calls, messages, and emails.
51. Since October 2020, Chris has repeatedly said that funds owing to us will clear today, that they are coming today, clearing overnight, processing today or similar. I never received any payment. A sample of requests and Chris' responses are contained in the '*Book Lads Chat*' from 16 October 2020 to 11 March 2021.
52. This is a regular pattern that has emerged over the last 4 months. It is constantly being pushed back and more items are needed in order to release the funds. Chris has repeatedly said to me he is doing everything he can to get the money released.
53. I have attempted to organise (several times) meetings with Chris at Josh's office or NAB to work out why no money ever arrives, and each time Chris doesn't show up. This was as recent as Friday March 12 at 11.30am at NAB in Claremont. Chris had confirmed with Josh, Stuart, and I in Josh's office the day before that he would meet us there, however Josh advised that morning that Chris was not going to be present.
54. In the last 3 to 4 weeks, I've been told from Chris that he owes around \$178 million to various people. Chris told me that he and Josh did a master sheet of who and what he owes, and Josh has that on file. I don't know how many people are involved in that number.
55. Chris previously sent me (on August 18, 2020) a spreadsheet screenshot, which says he had taken a total of \$10,965,500 off people to trade with, that his assets were \$167,700,000 and his liabilities were \$92,321,712.50. At **tab 9** is a true copy of the screenshot of this spreadsheet.

## STATUS OF FUNDS & REPRESENTATIONS MADE

### AUSTRAC Issues



56. On Wednesday January 13, 2021 Chris told me on a WhatsApp phone call that he was required to forfeit \$4.5M to AUSTRAC and that this would now be the final hurdle for funds to be released.
57. On January 15 2021, I then received a series of messages on the WhatsApp chat group "Book lads" from Chris regarding this apparent AUSTRAC payment and the release of funds to Stuart and I as follows:
- (a) at 11.53am Chris sent Stuart and I a message saying, "signed boys, its coming out of nab now. Final docs come from AUSTRAC now, wet signature done in branch."
  - (b) at 12.40p.m. we got a further message saying, money out of NAB.
  - (c) at 12.42pm we got a further message saying, final doc comes confirming it our end, I sign post Josh reviewing, then all released and each bank/agent gets notified.
  - (d) at 2.47pm we then received a screen shot of his NAB account with a direct debit from AUSTRAC for \$4,563,871.24.
- I have not included all of these chat messages, but a true copy of the screenshot from NAB is at **tab 10**.
58. These messages seemed very odd to me. I doubted that a government agency would take such a sum money out of an individual's account in this manner. Stuart and I asked Chris for documentation from AUSTRAC explaining the basis for its withdrawal on numerous times and on January 28th we were forwarded an email from Chris allegedly originating from AUSTRAC (**AUSTRAC Email**). At **tab 11** is a true copy of that email.
59. On the same day I then contacted Edward Greaves, who is a barrister that I had previously met concerning Chris' apparent issues with AUSTRAC. I sent Edward a copy of the AUSTRAC Email. Later that day I received an email from Edward confirming that he had spoken to Michelle at AUSTRAC and summarising the contents of his conversation with Michelle. At **tab 12** is a true copy of that email.
60. I then received an email from Edward seeking instructions on whether to escalate the matter to AUSTRAC's security team. I decided not to escalate that matter as I believed, among other things, that the money was still in Chris' accounts and so our interests were better served by seeing if we could still get the money from Chris rather than escalating things.
61. I have also received, on multiple occasions, remittances and emails from Chris saying the money has been paid. On 29 June 2020, for example, we received a \$1 million dollar Macquarie remittance dated 25 June 2020 from Chris purporting to deposit that amount as a payment to HopgoodGannim's trust account. Josh Hunt, however, confirmed with me that only 10c showed up. I asked Chris about this, and he then told me it was just

sent as a test. I do not understand how that money was transferred when Chris said the account was frozen. **Tab 13** is a true copy of that remittance, and supporting emails.

62. I believe that there are various emails that have been sent to me by Chris, allegedly from certain parties (including AUSTRAC and Macquarie Bank) which may have been altered from their original format.

#### RECENT DEVELOPMENTS – URGENCY

63. Up until 4 to 6 weeks ago, I was of the opinion that there was sufficient money in the banks to settle Chris' debts to myself and to others he said he owed money to.
64. The main reason this has all changed is because of a meeting at Josh's office on Thursday March 11 2021 at 3.30pm.
65. At this meeting, Stuart and I were getting acknowledgment of debts signed by Chris and, as I sat down, Nader called me and asked me to ask Chris to sign into his NAB Trade account in front of Myself, Stuart and Josh.
66. Nader informed me that he had managed to change the balance in the assets and liabilities section in the NAB Trade wealth report to \$100 from \$172 million, which Chris has been saying are "his funds".
67. Chris had been telling Stuart and I that these funds are migrating over to NAB from NABTrade and that he is stuck in an onboarding phase due to it going into CMB Investments Pty Ltd, being a company of his, to allow him to save on tax.
68. I got Chris to confirm, in that meeting, the balance as he was logging in. I asked what was in this account, was it \$178 million? Chris replied no, \$172 million.
69. I then asked Chris to log on to his NAB Trade account using my laptop computer. Because Chris was using my computer downloads that occurred during the meeting have been retained on my computer.
70. After Chris logged on to his NAB Trade account using my computer, I observed him click on the "total wealth" tab in his NAB Trade and click on the reports sub tab.
71. This then directed the page to a screen that displayed a snapshot called "Total Wealth" and below that a function entitled "Reports". From that I observed Chris generate a report that downloaded to my computer and which read \$0. At **tab 14** is a copy of that report dated 11 March 2021 at 3:36 p.m.
72. Chris immediately said "What the fuck?". Chris then explained to us that this is what he had been waiting for, they must have moved the money, it was out of that account. It must now be moved to the new account, CMB Investments 1993 Pty Ltd. Chris said that was a good thing.

73. Chris did not know, at that stage, that Nader had changed the figures in this account.
74. I was then informed by Joshua Hunt that Chris lodged this wealth report stamped from NAB Bull Creek branch, as part of an affidavit in Federal Court bankruptcy proceedings, swearing that he has \$172million.
75. I then told Josh outside of the room that Nader had changed the figures. I also told Chris.
76. I specifically asked during that meeting if the money had gone over to NAB from NABTrade and Chris said yes, that's what's happened. Chris maintained that the money has gone from the NAB Trade account to NAB (despite me having just told him that Nader had changed the figures).
77. Later that night and the following morning Chris said that the balance of \$172m was now back in NAB Trade, which was different to what he said during the meeting.
78. I have no visibility over any of Chris' bank accounts with Macquarie Bank or Bank of Qld and betting accounts (incl points bet and Ladbrokes) and now it appears to me that there may not be any money in the NAB Trade account. I am concerned that the money may have never existed in this account

#### Demonstration of NAB Trade

79. At **tab 15** to this affidavit is a USB device where I demonstrate how to change the NAB Trade balance.

#### **Summary**

80. My real concerns are whether there is any money at all or whether Chris has hidden it all away and is at risk of fleeing with funds. The recent Federal Court bankruptcy proceedings have caused me further concern in that regard.
81. I am concerned that Chris is starting to realise that I can see the holes in the information that he is providing me and that, as a result, he may seek to get rid of any funds he has.
82. Chris has been telling me that Josh is involved and can't say anything to me but that he is handling all his matters. I have asked Josh at least 6 times over the phone in last 2 weeks, and each time Josh has said he is not involved in the discussions with the Banks or AUSTRAC on Chris' matters and that he wished he was. Josh confirmed this in his office, face to face with Stuart and I, on Thursday afternoon.
83. I respectfully request that this matter now be heard on an urgent basis in Chris' absence because I am concerned that if the orders sought by the IP, and particularly the freezing orders, are not made on an ex parte basis, then there is a heightened risk that Chris will

seek to transfer or dissipate any available funds so that I and other investors are left without any recourse to our money.

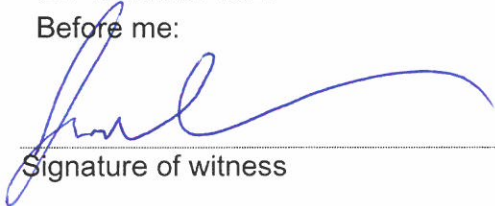
84. For the reasons given above, I seek the IP be heard on an urgent ex parte basis in the first instance.

Affirmed by the deponent  
At Perth  
In Western Australia  
On 17 March 2021  
Before me:

)  
)  
)  
)  
)



Signature of deponent



Signature of witness

**ANDREW GEORGE CREAN**  
Solicitor  
Mills Oakley  
**24/240 St Georges Terrace**  
Perth WA 6000



Federal Court of Australia  
District Registry: Western Australia  
Division: Commercial and Corporations

**ADAM NICHOLAS IAN FLETCHER AND OTHERS**

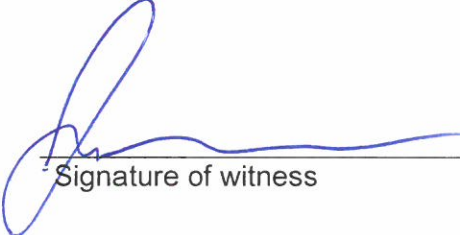
Plaintiffs

**CHRISTOPHER MICHAEL BROWN AND ANOTHER**

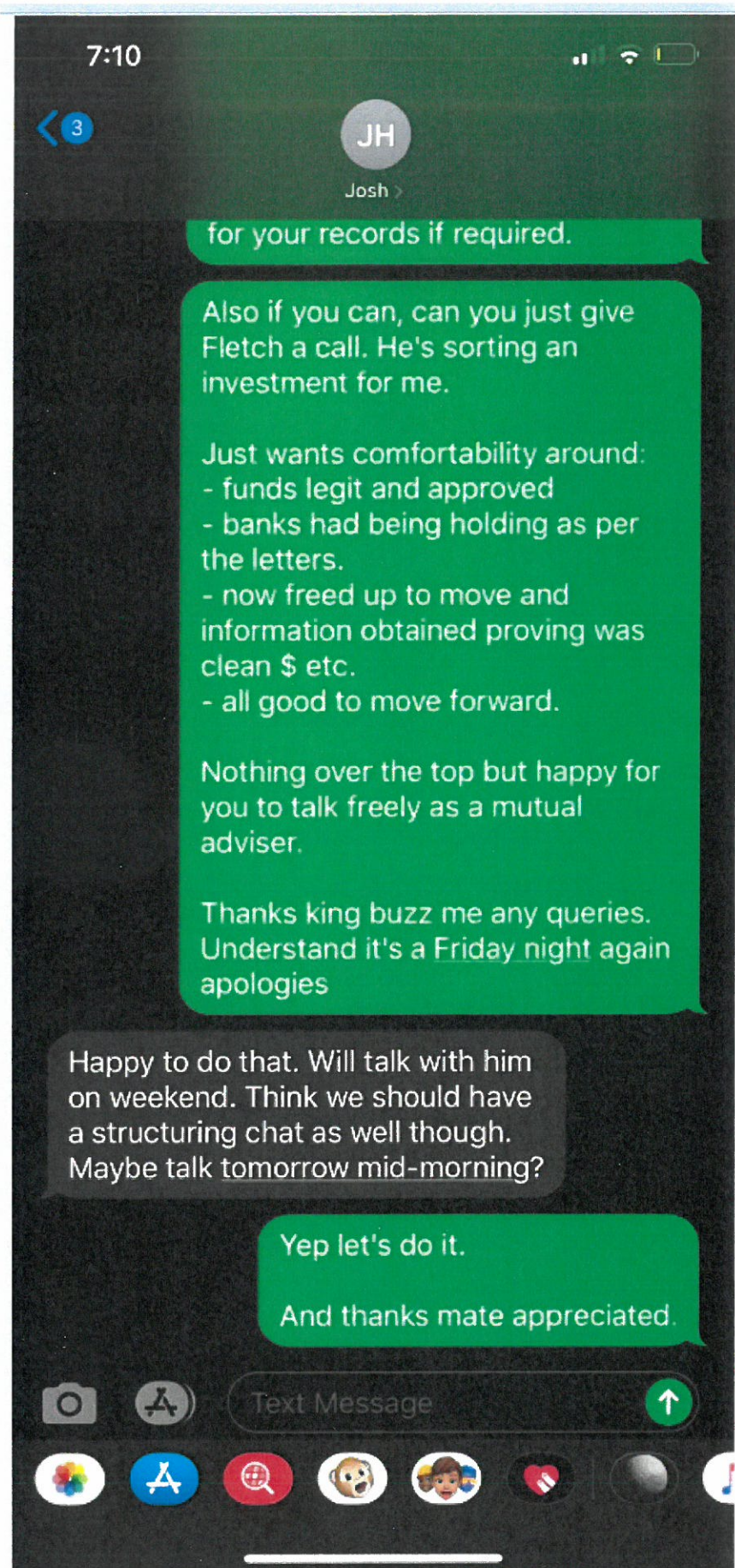
Defendants

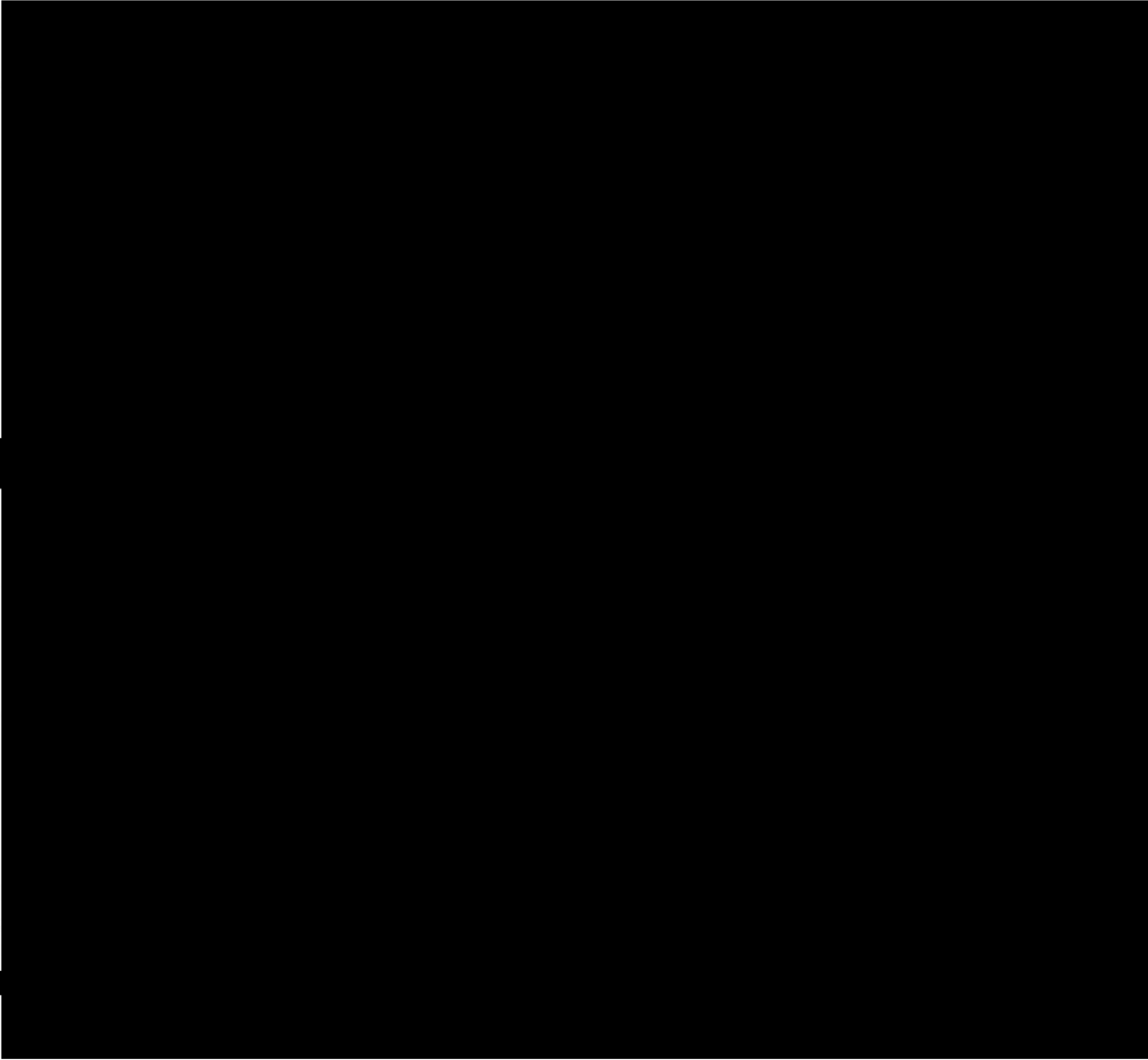
**CERTIFICATE OF EXHIBIT**

This is the exhibit marked as "**AF-1**" referred to in the affidavit of **Adam Fletcher** affirmed on 16 March 2021.

  
\_\_\_\_\_  
Signature of witness

**ANDREW GEORGE CREAN**  
Solicitor  
Mills Oakley  
24/240 St Georges Terrace  
Perth WA 6000





Clare Miles

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**From:** Chris Brown <[REDACTED]>  
**Sent:** Thursday, 14 May 2020 10:49 AM  
**To:** [REDACTED]  
**Subject:** One Pager - C Brown

Hi Mate,

Thought easy to post below so you can copy and paste as required.

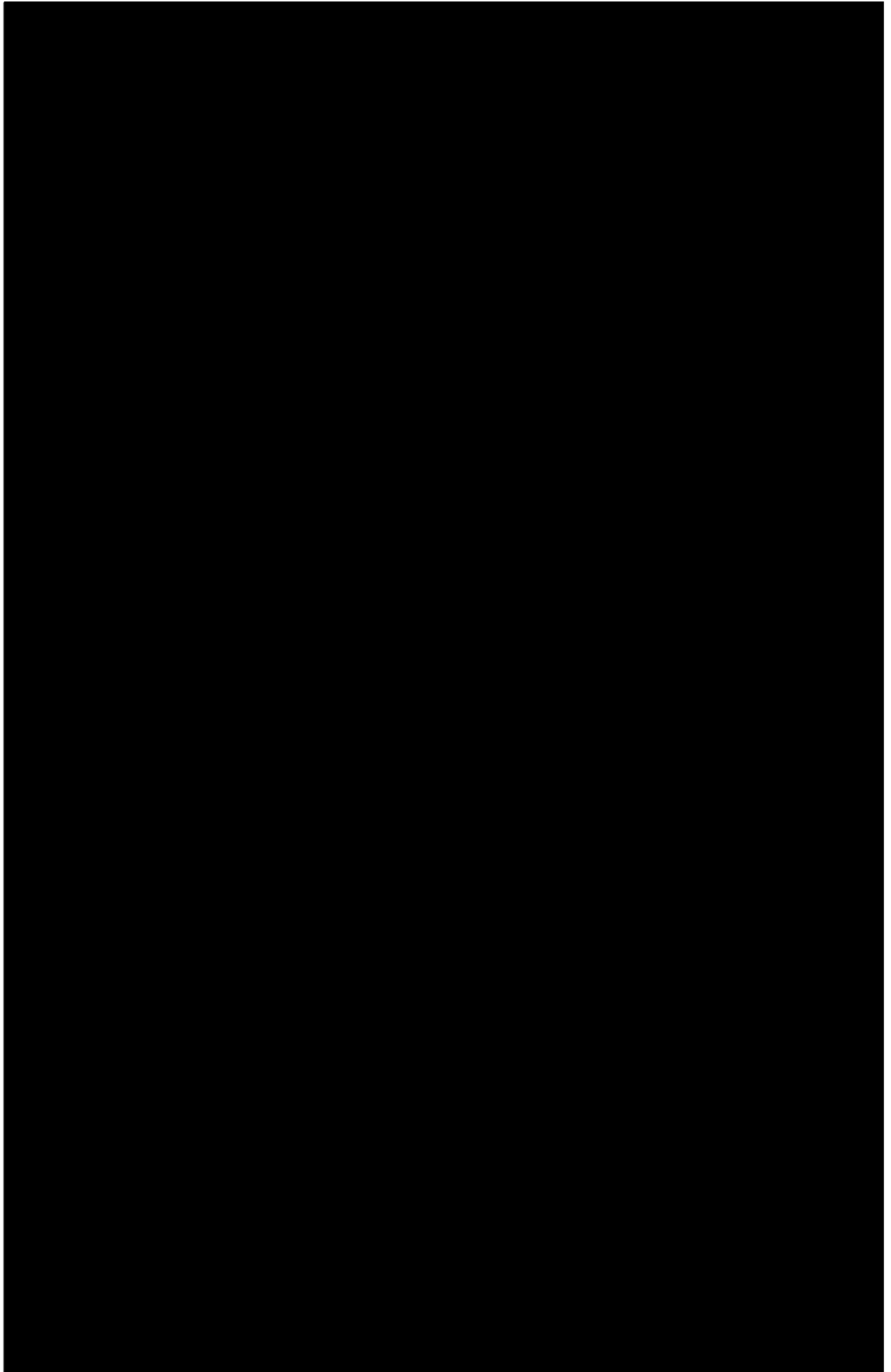
#### Methods - Holistic Hedge Fund - No correlation to market conditions

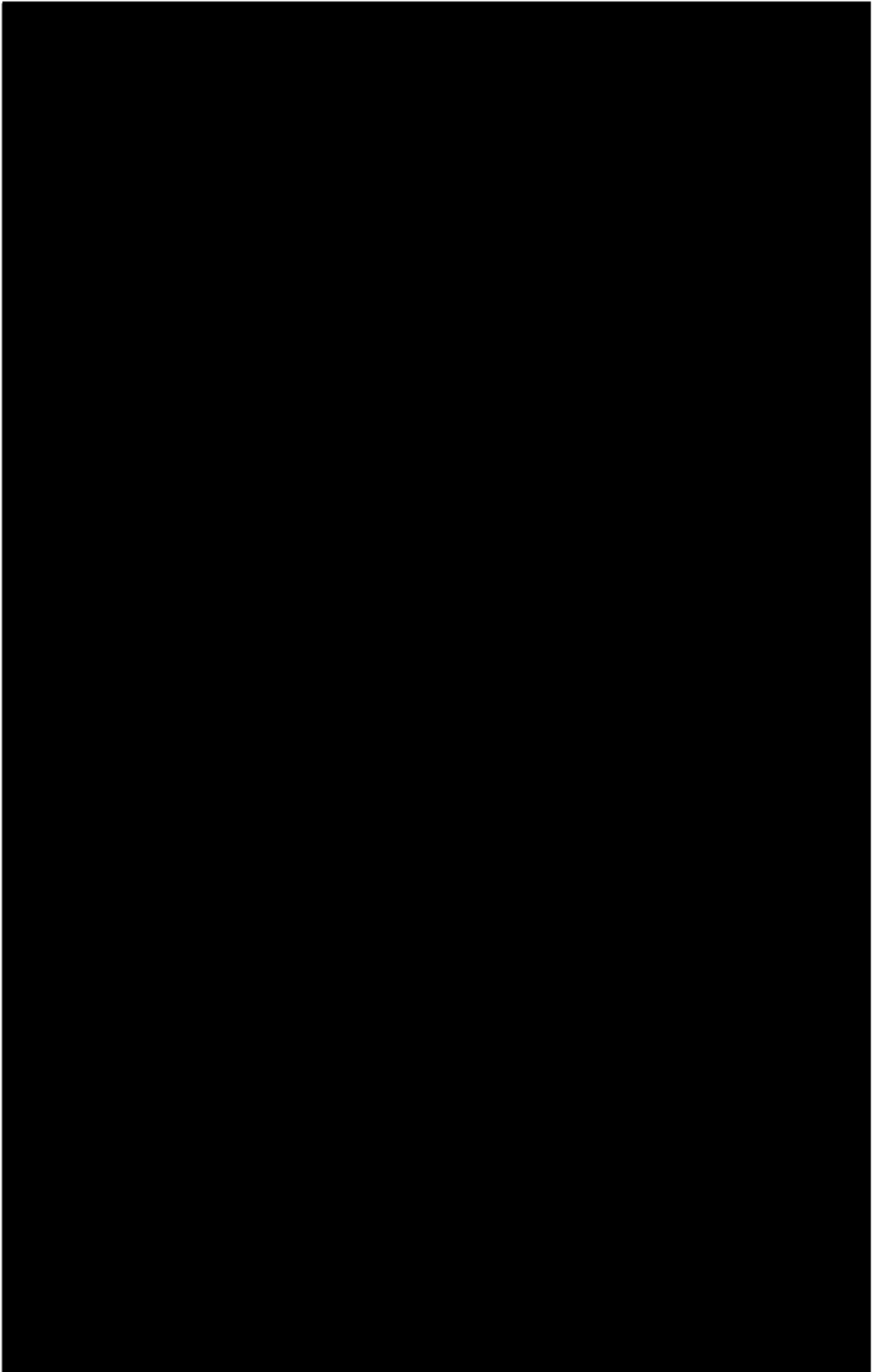
- **Back to Lay** - Use runners(bowlers) around country, who access multiple corporates, and local agencies, to take high prices and build a book to then lay off on the exchange as see fit.
- **Lay to Back** - Use inside information to gain market timing advantage and then back on the late drift to realise arbitrage opportunities.
- **Spread Arbitrage** - Trade on sporting events using multiple agencies and markets to gain "middles", "spreads", and "straddles" in markets which create high pay offs for specific outcomes which executed correctly become free hits.
- **Algorithmic High Volume Trading** - Use a model to bet based on technical indicators for markets automatically, with stop losses etc in place, and exit points when a certain margin or return is hit.
- **'Bot' Model Trading** - Robot model that bets solely on gaps in markets which is quicker than betfair can reload by 1-2 seconds. Useful for live betting, with people on site providing real time information faster than the TV and Radio, with software being 1-2 seconds ahead also. 'High Volume, Low Margin'
- **Commodities Options** - Use algorithms to trade on TA modelling, stop losses and exit strategies in place. Information also key in this area, with many sources used and fed through model including names who are buying companies etc.
- **Crypto Futures/Leveraged Technical Trading** - Use algorithms to trade on TA modelling, stop losses and exit strategies in place.
- **Leveraged High Conviction Shares/Indices Trading** - Use algorithms to trade on TA modelling, stop losses and exit strategies in place. Sources used eg. specific information pertinent to one company.

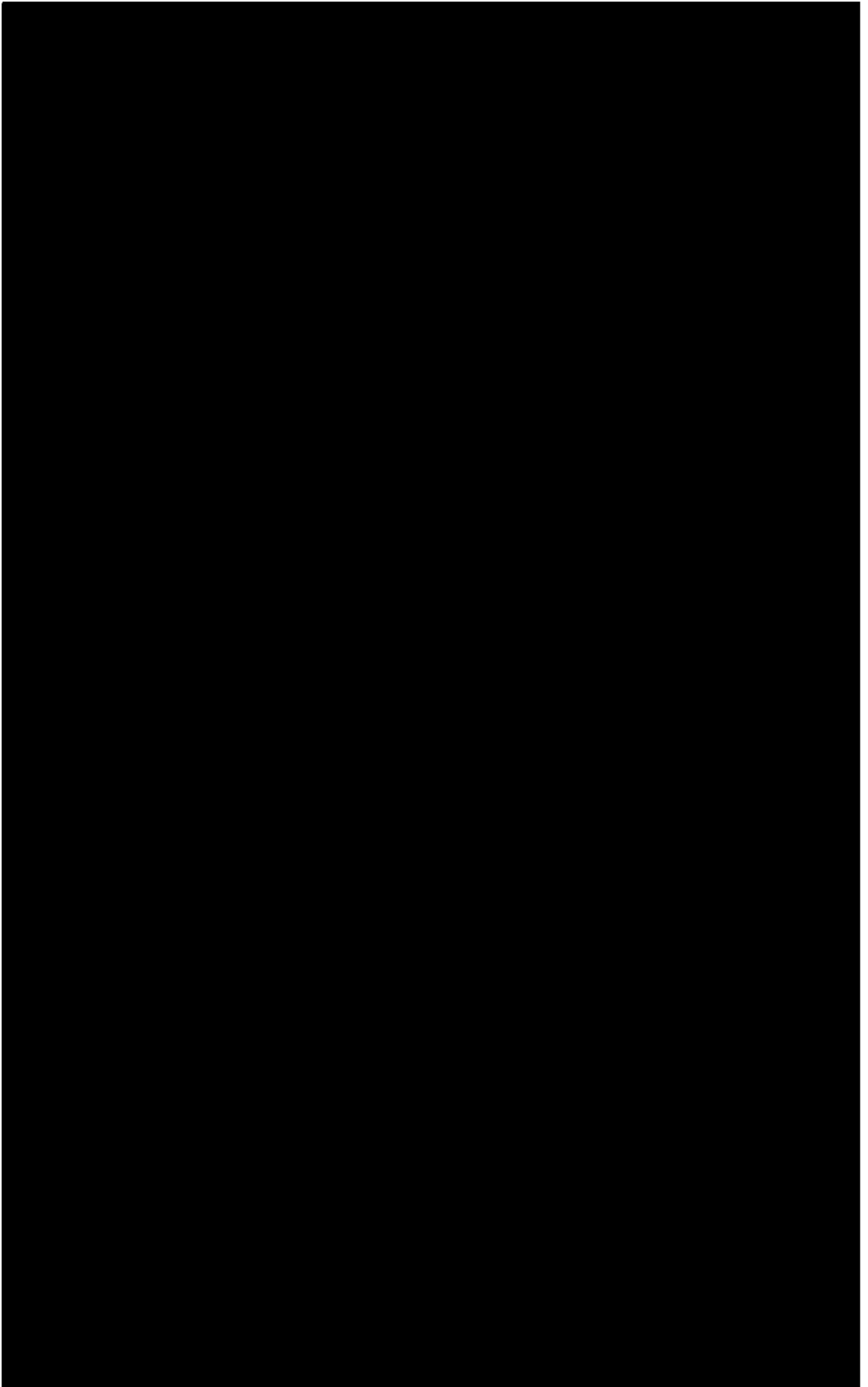
Let me know if need any more information mate.

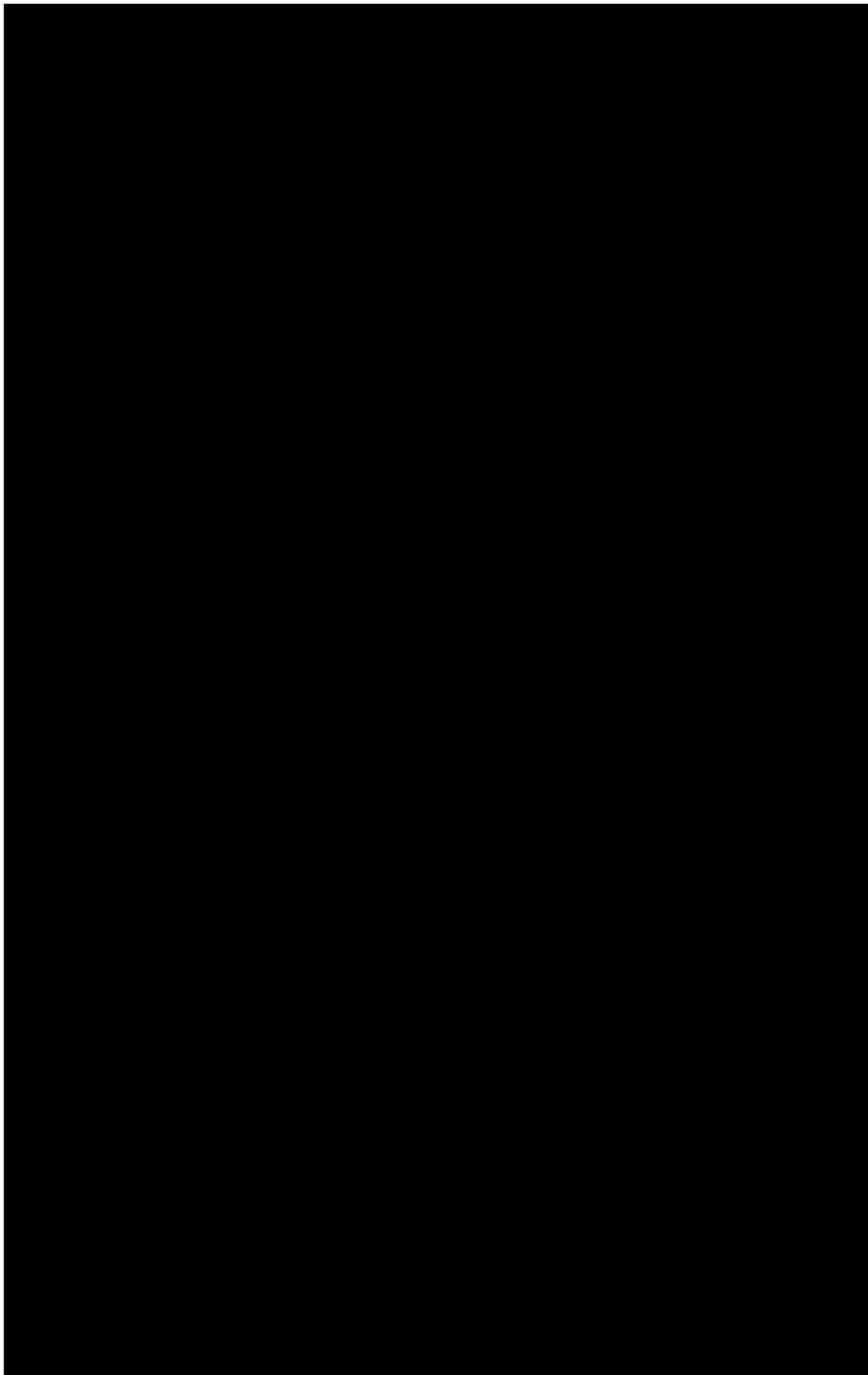
Cheers  
 CB













## Clare Miles

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**From:** adam@ [REDACTED]  
**Sent:** Tuesday, 16 March 2021 5:42 PM  
**To:** [REDACTED]  
**Subject:** Fwd: Westpac Live, Osko - Payment details

Regards  
 Adam  
 K and F Consultants Pty Ltd  
 [REDACTED]

---

**From:** Westpac <alerts@email8.westpac.com.au>  
**Sent:** Tuesday, March 16, 2021 5:24:48 PM  
**To:** [REDACTED]  
**Subject:** Westpac Live, Osko - Payment details

### Osko Payment details

Westpac will never send you a link directly to our sign in page, or requests your personal or financial information. Always type westpac.com.au into your browser or use the Westpac mobile banking app to securely sign in. More info - visit westpac.com.au/hoaxemails [View online](#)



Adam Fletcher has requested Westpac to send this email to you with details of a payment made through Westpac Online Banking. Westpac was provided this email address and it will be used in accordance with our privacy policy located at [westpac.com.au/privacy](https://westpac.com.au/privacy)

#### Payment status

- Status: Sent
- Description: This payment has been processed. Please check you have received the payment.

#### Payment details


- Payment method: Osko
- Scheduled payment date: 15 May 2020
- Payment ID: [REDACTED]
- Amount: \$ [REDACTED]
- Withdrawal receipt number: [REDACTED]
- Deposit receipt number: [REDACTED]

#### Payer details

• Account:



### Payee details

- PayID name: Christopher Brown
- PayID: 
- Reference ID: Loan
- Payee Description: Unable to be provided or intentionally left blank

### The Westpac team



### Things you should know:

The scheduled payment date listed above is the date the payment was originally scheduled to be processed. If the payment was fully approved after the scheduled payment date, then the actual date that the payment was processed may differ from the details shown above.

Westpac can't guarantee the accuracy, currency or completeness of the information provided. All information provided by this system is for information purposes only and no reliance should be placed on this information for any possible legal purpose or any circumstance where loss or damage could arise as a result of reliance on this information.



### Westpac Protect Security Reminder:

Westpac sent this message to adam@kandfconsultants.com.au. These details are included to help provide assurance that this is a genuine email from Westpac.

Westpac will never send you a link that directly opens our sign in page, or any links requesting your personal or financial information. Always type [westpac.com.au](https://westpac.com.au) into your browser or use the Westpac mobile banking app to securely access your banking. For more information visit [westpac.com.au/hoaxemails](https://westpac.com.au/hoaxemails). Before accessing emails or the Internet, always ensure your computer has up-to-date security software. Find tips to protect yourself and avoid scams and viruses at [westpac.com.au/security](https://westpac.com.au/security).

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The Westpac Group, 275 Kent Street, Sydney, NSW 2000, AUSTRALIA.

[Privacy](#)

**Clare Miles**

---

**From:** [REDACTED]  
**Sent:** Tuesday, 16 March 2021 5:43 PM  
**To:** [REDACTED]  
**Subject:** Fwd: Westpac Live, Osko - Payment details

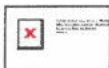
Regards  
Adam  
K and F Consultants Pty Ltd  
[REDACTED]

---

**From:** Westpac <alerts@email8.westpac.com.au>  
**Sent:** Tuesday, March 16, 2021 5:25:04 PM  
**To:** [REDACTED]  
**Subject:** Westpac Live, Osko - Payment details

### Osko Payment details

Westpac will never send you a link directly to our sign in page, or requests your personal or financial information. Always type westpac.com.au into your browser or use the Westpac mobile banking app to securely sign in. More Info - visit [westpac.com.au/hoaxemails](https://westpac.com.au/hoaxemails) [View online](#)



Adam Fletcher has requested Westpac to send this email to you with details of a payment made through Westpac Online Banking. Westpac was provided this email address and it will be used in accordance with our privacy policy located at [westpac.com.au/privacy](https://westpac.com.au/privacy)

#### Payment status

- Status: Sent
- Description: This payment has been processed. Please check you have received the payment.

#### Payment details


- Payment method: Osko
- Scheduled payment date: 16 May 2020
- Payment ID: [REDACTED]
- Amount: [REDACTED]
- Withdrawal receipt number: [REDACTED]
- Deposit receipt number: [REDACTED]

#### Payer details

• Account:



### Payee details

- PayID name: Christopher Brown
- PayID: 
- Reference ID: Loan
- Payee Description: Unable to be provided or intentionally left blank

### The Westpac team



### Things you should know:

The scheduled payment date listed above is the date the payment was originally scheduled to be processed. If the payment was fully approved after the scheduled payment date, then the actual date that the payment was processed may differ from the details shown above.

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Westpac sent this message to adam@kandfconsultants.com.au. These details are included to help provide assurance that this is a genuine email from Westpac.

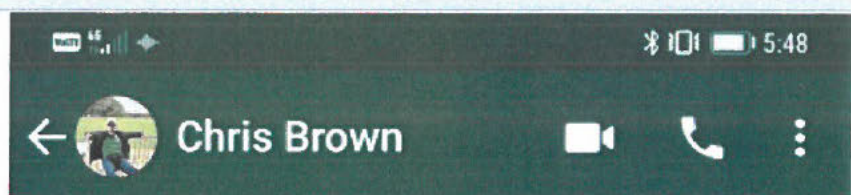
Westpac will never send you a link that directly opens our sign in page, or any links requesting your personal or financial information. Always type [westpac.com.au](https://westpac.com.au) into your browser or use the Westpac mobile banking app to securely access your banking. For more information visit [westpac.com.au/hoaxemails](https://westpac.com.au/hoaxemails). Before accessing emails or the Internet, always ensure your computer has up-to-date security software. Find tips to protect yourself and avoid scams and viruses at [westpac.com.au/security](https://westpac.com.au/security).

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platforms and corporates in the pipeline hence ready to plan those coming back out now 👍

Great work as I said. Chat tomorrow.  
CB

7:21 pm

Yeah chat then mate. 7:28 pm ✓✓

15 JUNE 2020

Hi mate, hope you had an alright weekend, all things considered. Any news re [REDACTED] young lad?

Our stuff continuing to go well.

Have begun the withdrawal process for some initial blocks. Usually takes 2-5 days so should have at least 5-600 in this week and likely 800-1m.

Is there some funds coming today via your parents? And the Qld guys or boys? Just working out this weeks plans so I can adjust around what's needed.

Thanks mate.  
CB

10:16 am

😊 Type a message



Commonwealth of Australia  
 STATUTORY DECLARATION  
*Statutory Declarations Act 1959*

I, Adam Nicholas Ian Fletcher (full name) of [REDACTED]  
 (address), Investment Manager (occupation), make the following declaration under  
 the *Statutory Declarations Act 1959*: [REDACTED]

- I authorise Christopher Michael Brow (customer's name) to use the following credit card for the purpose of operating their betting account with Ladbrokes Australia (account username): [REDACTED]  
 Name on Card: Adam Fletcher  
 Credit Card Number: [REDACTED]  
 Expiry Date: [REDACTED]
- My telephone number is [REDACTED] (cardholder's telephone number).
- I authorise the Corporate Bookmaker to conduct an Online Verification Request on myself using the details stated above.
- I understand that I am prohibited from cancelling or charging back any of the transactions on this credit card processed by the Corporate Bookmaker.
- I acknowledge that this document is legally and contractually binding. I acknowledge that Ladbrokes has the right to pursue me for civil remedies if any of the information contained in this declaration is false.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

[Signature]  
 (signature of deponent)

Declared at NORTH BEACH (place) on 21/10/20 (date)

Before me,

[Signature] (signature of witness)

STUART ALEXANDER (full name of witness)

PHARMACIST (qualification of witness)

10/1 NORTH BEACH RD, NORTH BEACH  
 (address of witness)

[REDACTED] (contact telephone number of witness)

Stuart Alexander  
 B. Pharm.

North Beach Pharmacy  
 Shop 16/1 North Beach Rd  
 North Beach WA 6020  
 Phone 08 9447 1319

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before—

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

Commonwealth of Australia  
STATUTORY DECLARATION  
Statutory Declarations Act 1959

I, Adam Nicholas Ian Fletcher (full name) of [REDACTED]  
(address), Investment Manager (occupation) make the  
following declaration under the Statutory Declarations Act 1959:

1. I authorise Christopher Brown (customer's name) to use the following credit card as a once off payment for the purpose of operating their betting account with Points Bet (account username):  
Name on Card: [REDACTED]  
Credit Card Number: [REDACTED]  
Expiry Date: [REDACTED]
2. My telephone number is [REDACTED] (cardholder's telephone number).
3. I authorise the Corporate Bookmaker to conduct an Online Verification Request on myself using the details stated above.
4. I understand that I am prohibited from cancelling or charging back any of the transactions on this credit card processed by the Corporate Bookmaker.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature]  
(signature of deponent)

Declared at NORTH BEACH (place) on 26/09/20 (date)

Before me,

[Signature] (signature of witness)

STUART ALEXANDER (full name of witness)

PHARMACIST (qualification of witness)

Stuart Alexander  
B. Pharm. North Beach Pharmacy (address of witness)

Shop 10/1 North Beach Rd  
North Beach WA 6020  
Phone [REDACTED] (contact telephone number of witness)

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 — see section 5A of the Statutory Declarations Act 1959.

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Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public





Transaction History

Account: CB Spending [REDACTED]

Search [REDACTED] [Show filter](#)

17 Dec 2020 to 15 Jan 2021  
Showing 236 transactions for the last 30 days

Export as: Spreadsheet (CSV comma separated values) [Export](#)

Page 1 of 10

Date	Transaction details	Debit	Credit	Balance*
15 Jan 21	AUSTRAC DIRECT DEBIT	- \$4,563,871.24		
	MISCELLANEOUS DEBIT			
				+\$9,451,567.45



## Clare Miles

---

**From:** Chris Brown <[REDACTED]>  
**Sent:** Thursday, 28 January 2021 8:14 AM  
**To:** Adam; Stuart Campbell  
**Subject:** Fwd: 445223 [EXTERNAL] [SEC=OFFICIAL]

See below boys for reference when you chase up anything your end following dispersal of funds.

----- Forwarded message -----

**From:** Chris Brown <[REDACTED]>  
**Date:** Mon, 25 Jan 2021 at 11:31 am  
**Subject:** Fwd: 445223 [EXTERNAL] [SEC=OFFICIAL]  
**To:** Josh Hunt <[REDACTED]>

See below

----- Forwarded message -----

**From:** AUSTRAC Contact Centre <[contact@austrac.gov.au](mailto:contact@austrac.gov.au)>  
**Date:** Fri, Jan 22, 2021 at 11:42 AM  
**Subject:** 445223 [EXTERNAL] [SEC=OFFICIAL]  
**To:** [REDACTED]

**OFFICIAL**

**Ref:** 445334

Good morning Christopher,

Confirming as discussed earlier this morning, AUSTRAC has received the original copies of the settlement documentation. We will now begin administration of these forms and notify other banks, and institutions of this settlement, which will allow an efficient process moving forward regarding your bank holds, the removal of such.

I will contact you early next week once these have been distributed, which will allow you to follow up with each bank, and institution, individually.

If you have any further questions, please call the AUSTRAC Contact Centre on 1300 021 037 or email [contact@austrac.gov.au](mailto:contact@austrac.gov.au)



Yours sincerely,

---

**Mitchell R** | *Officer*  
Education, Capability and  
Communications

P: 1300 021 037

E: [contact@austrac.gov.au](mailto:contact@austrac.gov.au)

@AUSTRAC W: [www.austrac.gov.au](http://www.austrac.gov.au)

**OFFICIAL**

## Clare Miles

---

**From:** Edward Greaves <[REDACTED]>  
**Sent:** Thursday, 28 January 2021 1:52 PM  
**To:** [REDACTED]  
**Subject:** Chris Brown -- Fake email purporting to be from Austrac  
**Importance:** High

Dear Adam & Stuart

I refer to our 3 telephone discussions in the last hour or so.

In accordance with Adam's instructions in the first call I made a phone call to AUSTRAC. I used the number in the email below, after verifying it on AUSTRAC's website. I spoke to Michelle Lane in the AUSTRAC Contact centre.

Michelle advised:

- That the reference number belongs to her, not to her Mitchell R
- Mitchell R is a real person in the AUSTRAC contact centre.
- The ref # 445334 is genuine, but it does not relate to an email. It relates to a phone interaction that Michelle had recently. She said she recalled the phone call that the number related to.
- Austrac use full names in emails not just the first letter of a surname.
- Austrac have nothing to do with holds on acct
- She would like the email forwarded to her: [REDACTED]

I recommend you instruct me to send the email below to Michelle. I think that Michelle is likely to reply confirming that the email is fake. That will be powerful evidence of dishonesty. If you wish to apply to a judge for a freezing order, that is exactly the sort of evidence you want. Clear strong evidence of out and out lying / dishonesty / deceit.

I note that you are trying to get Chris Brown to sign an acknowledgement of debt and that you would like to hold off forwarding this to AUSTRAC until he has signed that (hopefully today). Although I think it is quite safe to forward the email to AUSTRAC now; the reality is it is virtually 5pm over east anyway. Certainly no harm in waiting until tonight or tomorrow morning before forwarding it to AUSTRAC. I do feel the sooner we send it to Michelle the sooner she is likely to reply quickly (rather than refer it off herself).

I note that Chris showed you some accounts online this morning and that you believe that he still has funds in some account, albeit he may be moving it around.

If you wish to proceed with a court application we will need to engage a firm of solicitors. I have recommended Mills Oakley and HWL Ebsworth. I would be happy to contact partners in either of those firms if you wish to proceed and retain me as well. I could suggest some smaller firms as well. But for the reasons discussed I think a mid-sized firm that will have the resources to devote to the matter urgently would be a good thing.

====

[REDACTED]  
 Dear Michelle

I refer to our telephone call on 28.01.2021.

I advise that I act for Adam Fletcher and Stuart Campbell.

My clients have had some dealings with one Christopher Brown.

I am instructed that on 28 Jan 2021, Mr Brown sent the email below to my clients. You will see the email purports to forward a chain that starts with an email purportedly from AUSTRAC on Friday 22 January 2021.

Based on my understanding of AUSTRAC's statutory function, and further based on our discussion, I understand the email purporting to be from AUSTRAC on 22 January 2021 may not be a genuine. Are you able to confirm by reply the authenticity or otherwise of the 22 January 2021 email?

Kind regards

**Edward Greaves**  
Barrister  
Francis Burt Chambers  
08 [REDACTED]  
[REDACTED]

<https://egreaves.com.au/>

*Liability limited by a scheme approved under the Professional Standards Legislation.*

**From:** Chris Brown <[REDACTED]>  
**Sent:** Thursday, 28 January 2021 8:14 AM  
**To:** Adam <[REDACTED]>; Stuart Campbell <[REDACTED]>  
**Subject:** Fwd: 445223 [EXTERNAL] [SEC=OFFICIAL]

See below boys for reference when you chase up anything your end following dispersal of funds.

----- Forwarded message -----

**From:** Chris Brown <[REDACTED]>  
**Date:** Mon, 25 Jan 2021 at 11:31 am  
**Subject:** Fwd: 445223 [EXTERNAL] [SEC=OFFICIAL]  
**To:** Josh Hunt <[REDACTED]>

See below

----- Forwarded message -----

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**To:** [REDACTED]

**OFFICIAL**

**Ref:** 445334

Good morning Christopher,

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I will contact you early next week once these have been distributed, which will allow you to follow up with each bank, and institution, individually.

If you have any further questions, please call the AUSTRAC Contact Centre on 1300 021 037 or email [contact@austrac.gov.au](mailto:contact@austrac.gov.au)

Yours sincerely,

---

**Mitchell R** | *Officer*  
Education, Capability and  
Communications

**P:** 1300 021 037

**E:** [contact@austrac.gov.au](mailto:contact@austrac.gov.au)

**@AUSTRAC** **W:** [www.austrac.gov.au](http://www.austrac.gov.au)

**OFFICIAL**



## Payment receipt

Payment receipt number is **99W2QB1**

Date and time of request: **25 June 2020 11:35** (Sydney time)

Amount                      \$1,000,000.00

From                      Cash Management Account  
Christopher Michael Brown  
[REDACTED] | [REDACTED] (tel: [REDACTED])

To                          Hq Trust  
[REDACTED] | [REDACTED]

When                      Thursday, 25 June 2020 (Sydney Time)

Payment type              Funds transfer

Payment  
description              [REDACTED]



## Clare Miles

**From:** Josh Hunt <[REDACTED]>  
**Sent:** Thursday, 2 July 2020 8:58 AM  
**To:** [REDACTED] Chris Brown  
**Subject:** FW: 2095511 Chris Brown & Adam Fletcher re: Loan Agreements

Morning – see below...



### Josh Hunt

Partner | Corporate and M&A

T +61 8 [REDACTED] M [REDACTED]

E [REDACTED]

Level 27, Allendale Square, 77 St Georges Tce, Perth, WA 6000



[Contact us](#) | [hopgoodganim.com.au](http://hopgoodganim.com.au) | [Email Disclaimer](#) | [Subscribe](#)

#### Confidential Communication

Cyber Risk Warning – Cyber fraud poses a significant risk to your personal and commercial activities. If you are concerned about the authenticity of this email, please phone your contact person at HopgoodGanim Lawyers (on a known or verified number), particularly if this email requests payment from you and provides account details.

## Our offices are *open for business*

With COVID-Safe plans in place, our people are transitioning back to our offices and we look forward to safely welcoming our clients and visitors onsite.

/ Stay COVID-19 Safe

HopgoodGanim Group welcomes **HG Title Services**  
 our new title and tenement management business.



TITLE SERVICES

**From:** Kylie Spalding <[REDACTED]>  
**Sent:** Thursday, 2 July 2020 8:54 AM  
**To:** Josh Hunt <[REDACTED]>  
**Cc:** Rachel Grigg <[REDACTED]>  
**Subject:** 2095511 Chris Brown & Adam Fletcher re: Loan Agreements [HGL-ADMINISTRATION.FID23554]

Hi there,

We've received \$0.10 cents into Trust overnight on the above matter.

Can you please let me know how you would like these funds receipted.

Thanks,



**Kylie Spalding**

Accounts Clerk

T +61 [REDACTED]

E [REDACTED]

Level 8, Waterfront Place, 1 Eagle Street, Brisbane Qld 4000



[Contact us](#)

[hopgoodganim.com.au](#)

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*/ Stay COVID-19 Safe*

# Total wealth report

As at date:  
10/03/2021

Mr CHRISTOPHER BROWN

## Total wealth snapshot

Asset allocation	Legal entity	Holdings value	Cash balance
	mr CHRISTOPHER MICHAEL BROWN - [REDACTED]	\$0.00	\$0.00

## Current holdings

mr CHRISTOPHER MICHAEL BROWN - NT2027106				
Description	Code	Quantity	Market price	Market value
			<b>Total holdings value</b>	<b>\$0.00</b>

## Cash balances

mr CHRISTOPHER MICHAEL BROWN - NT2027106				
nabtrade Cash Account - [REDACTED]				\$0.00
			<b>Total cash balance</b>	<b>\$0.00</b>