

CERTIFICATION OF CONSENT ORDERS

I certify this to be a true and correct copy of the Consent Orders dated the 8th day of November 2023.



Signed by the Applicant's Lawyer
CANNY LEGAL

Dated 8 \ 11 \ 2023

ADAM TRENT WIGHTMAN
of CANNY LEGAL
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An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

FAMILY LAW ACT 1975

IN THE MAGISTRATES COURT OF VICTORIA
AT GEELONG

No. 593 of 2023

YVONNE ELIZABETH LINDROS
ADDRESS FOR SERVICE
Canny Legal
Gate 3 E3 Federal Park Mills
33-35 Mackey Street
North Geelong, VIC 3215
Tel: 03 5278 9500
Code:
Ref: BM:233191

BETWEEN:

YVONNE ELIZABETH LINDROS
Applicant Wife

AND

MICHAEL JOHN WOODS
Respondent Husband

MICHAEL JOHN WOODS
ADDRESS FOR SERVICE
127B Eagle Court,
Teesdale, VIC 3228
Tel: 0419 903 858
Code:
Ref:

ORDER

8 / 11 / 2023

PREPARED BY THE APPLICANT'S LAWYER



FAMILY LAW ACT 1975

IN THE MAGISTRATES COURT OF VICTORIA
AT GEELONG

No. 593 of 2023

BETWEEN:

YVONNE ELIZABETH LINDROS
Applicant Wife

and

MICHAEL JOHN WOODS
Respondent Husband

BEFORE HER HONOUR MAGISTRATE HODGSON

THE 8TH DAY OF NOVEMBER 2023

UPON APPLICATION MADE TO THE COURT being considered and there being no appearance by the parties.

BY CONSENT IT IS ORDERED in accordance with the Consent Orders sealed and attached hereto **AND IT IS DIRECTED** that such Consent Orders remain upon the Court file.

BY THE COURT

MITCHELL HABERECHT
Deputy Registrar
Magistrates' Court of Victoria



FAMILY LAW ACT 1975

IN THE MAGISTRATES COURT OF VICTORIA
AT GEELONG

No. 593/2023

IN THE MARRIAGE OF

YVONNE ELIZABETH LINDROS
(Applicant Wife)

and

MICHAEL JOHN WOODS
(Respondent Husband)

CONSENT ORDERS

BY CONSENT IT IS ORDERED

Sale of the Teesdale Property

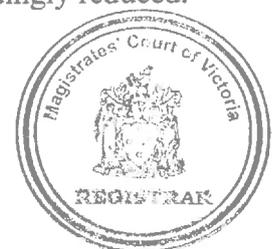
1. That the parties are to do all such acts and sign all such documents as may be required to sell the real property situated at and known as 127B Eagle Court, Teesdale in the State of Victoria ("*the Teesdale Property*").
2. That the sale –
 - a. Be conducted by Stockdale & Leggo Real Estate, unless otherwise agreed between the parties.
 - b. Be for a price and on such terms and conditions as the parties shall agree upon, and in default of agreement for such price or on such terms and conditions as may be recommended by the appointed agent.
3. That pending the sale:-
 - a. The Husband shall have the exclusive right to occupy the property and pending the sale, he shall pay all taxes and insurances as and when the same fall due.
 - b. Neither party shall further encumber the title to the real property.



- c. Each party holds their interest in the property upon trust pursuant to these Orders and any joint tenancy in the property is hereby expressly severed.
4. That upon the settlement of the sale, the net proceeds thereof shall be applied:-
- a. Firstly, to pay the costs, commissions and expenses of the sale;
 - b. Secondly to discharge the mortgage to the Bank of Melbourne and any other encumbrance effecting the title to the real property; an
 - c. Thirdly, to discharge the balance owing on the loan obtained to install solar panels at the Teesdale Property..
 - d. Fourthly, the balance is to be divided as follows:
 - i. 50% to the Wife; and
 - ii. 50% to the Husband.

Superannuation

5. For the purposes of paragraphs 5 to 8 of these Orders:
- a. The superannuation fund is the Michael & Yvonne Woods Superannuation Fund ("the Superannuation Fund");
 - b. "The Trustee" means the Trustees of the Superannuation Fund or other person(s) or corporations responsible from time to time for the management or investment of the Superannuation Fund.
6. Paragraphs 5 to 13 shall be binding on the Trustee.
7. In accordance with section 90XT(1)(b) Family Law Act 1975 (Cth):
- a. The Wife is entitled to be paid (to her member account in the Michael & Yvonne Woods Superannuation Fund) the specified amount and percentage of each splittable payment out of the Husband's interest in the Superannuation Fund; and
 - b. The Husband's interest in the Superannuation Fund is correspondingly reduced.



8. The relevant division, for the purposes of the superannuation split in accordance with these Orders, is to be calculated using the total amount jointly held in the Superannuation fund, and is to be distributed as follows;
 - a. An initial payment to the Wife of \$14,000;
 - b. 40% of the remaining balance is to be distributed to the Wife; and
 - c. The balance to the Husband.
9. These Orders have effect from the operative time.
10. The operative time for the purpose of these Orders is four (4) business days after service upon the Trustee of a sealed copy of these Orders.
11. The Trustee of the Superannuation Fund shall do all such acts and things and sign all such documents as may be necessary to:
 - a. Calculate in accordance with the requirements of the Family Law Act 1975 (Cth) the entitlement created by these Orders; and
 - b. Pay the entitlement to the Wife's member account in the Michael & Yvonne Woods Superannuation Fund whenever a splittable payment becomes payable out of the Husband's interest in the Superannuation Fund.
12. Pending the completion of the superannuation split payment the Husband be and is hereby restrained by himself, his servants or agents from executing a Death Benefit Nomination in favour of any person or doing any other act or thing which would render any part of his interest in the Superannuation Fund a "*not splittable payment*" within the meaning of Regulation 12 or 13 of the Family Law (Superannuation) Regulations 2001.
13. Each party and the Trustee have liberty to apply in relation to the implementation of the Orders affecting the Superannuation interest.
14. A sealed copy of these Orders be forthwith served upon the Trustee.

Superannuation rollout and resignation as director and shareholder of trustee



15. On or before 31 December 2023, the Wife shall rollout her full entitlements in the Michael & Yvonne Woods Superannuation Fund, into a separate superannuation fund of her choosing, and the Husband shall also rollout his full remaining entitlements in the Michael & Yvonne Woods Superannuation Fund, into a separate superannuation fund of his choosing (“the rollouts”).
16. On or before 31 January 2024, the parties shall do all things necessary and sign all documents necessary to wind up the Michael & Yvonne Woods Superannuation Fund, and in this regard the parties shall jointly engage an accountant as agreed to complete the winding up of the Michael & Yvonne Woods Superannuation Fund, with the costs of doing so to be shared equally by the parties.

Motor vehicles

17. That both parties are to retain any motor vehicle registered in their name, to the exclusion of the other party.

Liabilities

18. That the Applicant be solely liable for and indemnify the Respondent absolutely against all credit card and other liabilities held in her name.
19. That the Respondent be solely liable for and indemnify the Applicant absolutely against all credit card and other liabilities held in his name.

Other property

20. Unless otherwise specified in these Orders and save for the purposes of enforcing any monies due under these or any subsequent Orders:
- a. Each party be solely entitled to the exclusion of the other to all other property (including choses-in-action and funds in personal bank accounts) in the possession of such party as at the date of these Orders, save that the furniture and chattels in each respective property shall be deemed to be in the possession of the owner following the transfer;



- b. Each party forgo any claims they may have to any superannuation benefits or work entitlements belonging to or earned by the other;
- c. Insurance policies remain the sole property of the owner named thereon/in;
- d. Each party be solely liable for and indemnify the other against any liability encumbering any item of property to which that party is entitled pursuant to these Orders; and
- e. Save for the Teesdale Property, any further joint tenancy of the parties in any real or personal property estate is hereby expressly severed.

NOTATION

- A. Pursuant to Section 81 of the Family Law Act 1975 as amended, the parties intend these Orders shall be as far as practicable finally determine the financial relationships between them and avoid further proceedings between them.

