

Your Ref: SD:221966P

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5 February 2024

Savannah Legal
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Ground Floor, Sterling House
8 Parliament Place
WEST PERTH WA 6005

VIA EMAIL info@savannahlegal.com.au ONLY

Dear Colleagues,

**RE: DAWN TEOH & YOUR CLIENT ROBERT ANDREW - FAMILY LAW
URGENT REQUEST FOR DISCLOSURE OF DOCUMENTS**

We refer to the conference held at our office on 17 January 2024 where Mr Seng Fai Chan and Bruce Yoon of our office, and Mr Jurkuch Akuoch and your client attended while our client was waiting in the separate room.

During the conference, we raised several disclosure issues and your client explained as follows:

1. The withdrawal of \$144,575.77 from the joint bank account was sourced from the Self Managed Super Fund (SMSF) and transpired during the relationship. Your client substantiated this with a document displaying the Stock Holdings for CMC Markets Invest, revealing a balance of \$214,239.60;
2. The significant decrease in his SMSF balance was not a consequence of any withdrawal on his part but rather a result of fluctuations in share prices;
3. Regarding SuperChoice P/L appearing in the BankWest account, your client clarified that it represents his employer's super account, and he has no authority or control over this specific account;
4. Regarding the transaction related to the "New Company Trustee for SMSF," your client explained that due to the closure of the SMSF account by BankWest, there was a necessity to open a new SMSF account. However, due to our client's refusal

to sign the application for the new account, the matter was temporarily suspended, resulting in him incurring a penalty;

5. The payment of the two audit fees was a consequence of the closure of the BankWest account;
6. The numerous transfers to xx3125 CommBank were directed to his credit card account, which had been closed long ago, and as such, he no longer has access to it;
7. Joel Cubbage, known to be his friend, was involved in transfers to and from him, reflecting periodic repayments for borrowed funds;
8. The Standard Syndicate Agreement was for purchasing a horse, and your client still owns the horse;

In addition to the above, your client also stated as follows:

9. He was fined by ATO for not doing the tax return for 2022 & 2023 where he was not able to pay for it and therefore he got a fine of \$100 from ATO;
10. He lost some share money amounted to over \$200,000 from the investment.

In respect to your client's statements, several concerns and inquiries were raised concerning financial transactions and matters pertaining to your client's disclosure. Below are our client's reply:

11. Withdrawals and Potential Breach of Deed of Trust

Notwithstanding substantial withdrawals amounting to \$144,575.77 during the course of the relationship, our client is seeking comprehensive clarification regarding the purpose of these transactions. Notably, she asserts that she was not apprised of the specific details, particularly if these transactions are connected to the Self-Managed Superannuation Fund (SMSF). As the duly appointed trustee, our client underscores the significance of elucidating these transactions, as their nature raises concerns about a potential breach of the Deed of Trust governing the SMSF. It is imperative that the requested clarification be provided promptly and with due regard to legal obligations;

12. Verification of Transactions and Investment Details

Verification of transactions is deemed necessary, particularly in light of your client's assertion that the SMSF balance remained unaffected by any withdrawal. In accordance with the obligations outlined in section 161 of the Trust Deed, your client is mandated to maintain comprehensive records of the SMSF. Our client, in the capacity of the trustee, harbors concerns regarding potential legal implications

arising from unilateral investments made by your client. Consequently, detailed information regarding all investments made from the date of separation to the present is earnestly requested to facilitate a thorough review and address any associated legal considerations;

13. SuperChoice Statement and Employer's Records

Pursuant to the stipulations outlined in the Trust Deed, our client emphasizes the importance of adhering to the established procedures. Accordingly, your client is strongly encouraged to promptly request and furnish relevant statements from his employer, particularly the SuperChoice statement. This request is made in accordance with the fiduciary responsibilities outlined in the Trust Deed, aiming to ensure compliance and transparency in the management of the Self-Managed Superannuation Fund. Your prompt attention to this matter is appreciated;

14. Bankwest Statements for "New Company Trustee for SMSF"

In the context of the ongoing financial scrutiny concerning transactions associated with the "New Company Trustee for SMSF," our client seeks clarification. Examination of the Bankwest statement 114, submitted by your client, reveals a notable two-year hiatus between the last recorded transaction on 2 August 2021 and the subsequent closure of the account on 30 August 2023. Our client formally requests the provision of complete and unabridged bank statements for the aforementioned account;

15. Audit Fees and Receipts

In reference to the financial transactions pertaining to two separate audit fees disbursed on 25 October 2021 (\$2,970) and 10 November 2021 (two payments of \$385 each), our client seeks comprehensive documentation. Specifically, we request the provision of detailed receipts confirming the payments made to the auditors, along with the associated Bankwest account statements. This information is essential for our client's diligent review and adherence to the requisite financial transparency standards. Kindly furnish the requested documentation within the stipulated timeframe for our client's records and assessment;

16. Credit Card Debt Settlement Evidence

In acknowledgment of your client's assertion regarding the settlement of the credit card debt, our client requests irrefutable evidence of such settlement. This request is made in consideration of the information previously communicated in our correspondences, indicating a prior credit card debt of \$11,000. To ensure transparency and compliance with legal obligations, it is imperative that

documentation supporting the settlement of the aforementioned debt be promptly provided for our client's scrutiny and records;

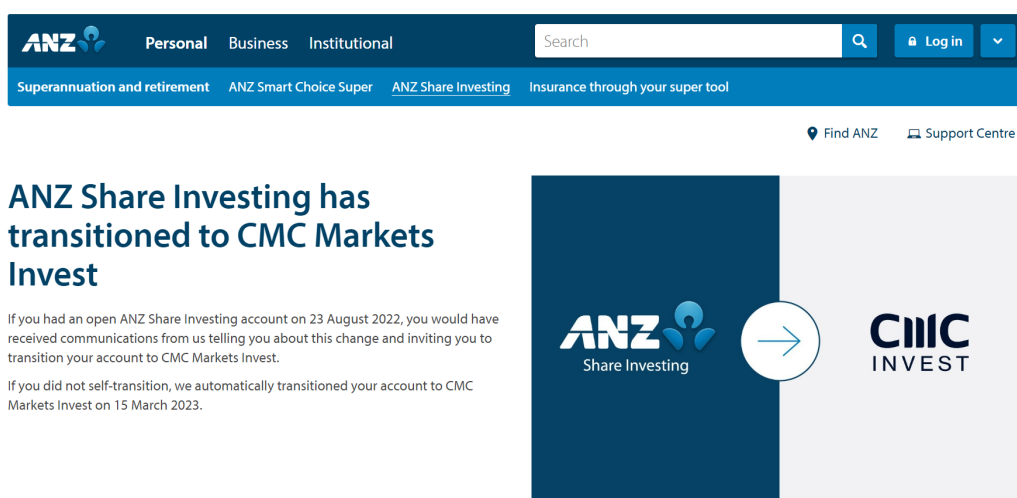
17. **Standard Syndicate Agreement**

In light of the information provided by your client concerning the Standard Syndicate Agreement, specifically related to the acquisition of equine assets, our client seeks clarification. According to our understanding, a previous agreement documented the acquisition of a horse named "Belissimo Babe" on 3 May 2020. However, the most recent agreement submitted pertains to the purchase of a horse named "Narlem Shuffle" on 15 May 2022. Consequently, our client insists that these assets, "Belissimo Babe" and "Narlem Shuffle" be duly included in the schedule of assets associated with the aforementioned Standard Syndicate Agreement and a proper valuation for these assets must be conducted.

Below are additional requests made by our client:

18. **Unawareness of CMC Account Existence and Request for Access**

Our client was unaware of the existence of the CMC account until your client presented the one-page statement. After conducting some research, it was revealed that the account was initially opened with ANZ Share Investing, subsequently closed, and is now managed by CMC. Our client was not apprised of this transition, as ANZ Share Investing concluded operations and closed the account in March of the previous year (refer to the below screen capture). Once again, in accordance with the Trust Deed, it is expected that your client should have provided our client with this pertinent information.



Since the inception of the account until the present moment, our client has had no access to it. It is imperative that our client be granted access to this account, given

that it bears our client's name. This access is sought in compliance with the terms outlined in the Trust Deed and to ensure the fulfillment of legal obligations.

19. Clarification on Financial Transactions with Family Members

Due to your client's omission in providing adequate explanations for transfers made to his parents and brother, our client hereby formally requests updated bank account statements and credit card account(s) statements for the last 3 years until closure. This information is necessary to facilitate a comprehensive review of the financial transactions in question and to ensure transparency in accordance with legal and regulatory requirements;

20. Verification of ATO Fines for Non-Lodgment

In light of your client's claim of being fined by the Australian Taxation Office (ATO) for failure to lodge tax returns in the years 2022 and 2023, our client seeks verification of this assertion. Accordingly, our client requests copies of all ATO notices associated with the alleged fines. This is essential for our client's records and to address any potential legal implications arising from such penalties;

21. Transaction Inquiry: \$11,868.20 (551009331621018521)

Our client requests a detailed explanation for the transaction amounting to \$11,868.20 (551009331621018521), as reflected in Bank Statement 117 (account number: 008594-3). Furthermore, our client seeks comprehensive information regarding the purpose of the transaction and the full details of the recipient. This inquiry is essential for our client's understanding of your client's true financial situation;

22. Share Account Statements Request for Superfund Balance Reduction Clarification

In light of your client's assertion attributing the reduction in the self-managed superannuation fund (SMSF) balance to share price fluctuations, our client formally requests the provision of annual share account statements for the years 2021, 2022, and 2023. This documentation is critical for our client's review of the SMSF's financial performance and compliance with legal obligations governing such funds;

23. Inquiry Regarding Additional Superfund - Compliance with Trust Deed

Based on the screen capture submitted by our client, it has come to our attention that your client may be in possession of two separate superfunds. Our client, acting as a trustee for the Self-Managed Superannuation Fund (SMSF), was previously unaware of the existence of this additional fund and does not recall having executed any documentation related to the establishment of an account with the identifier (a/c #21649). In adherence to the provisions stipulated within the Trust

Deed, our client, as a co-trustee, formally requests comprehensive information pertaining to this unidentified fund. As per the Trust Deed's mandate for transparency and cooperation between trustees, an explanation is sought regarding the establishment and purpose of the said fund. Timely provision of this information is crucial to ensure compliance with legal obligations and to facilitate our client's understanding of the entirety of the SMSF's financial landscape;

Australian Government
Australian Taxation Office

THE TRUSTEE FOR ROBERT ANDREW SUPERANNUATION FUND
ABN 98 707 281 271

Accounts and payments | Lodgments | Employees | Communication | Profile

Financial institution accounts

Account details will only be used to deposit refunds and ATO-held super. They will not be used for direct debits or payment plans.

Accounts

3 results found Filter

| Account | BSB / Account number | |
|--|----------------------|---------------|
| Income tax 551 THE TRUSTEE FOR ROBERT ANDREW SUPERANNUATION FUND | 036224 / 264149 | Delete Update |
| Activity statement 001 ROBERT ANDREW SUPERANNUATION FUND | | Add |
| Superannuation 552 THE TRUSTEE FOR ROBERT ANDREW SUPERANNUATION FUND | 306988 / 0085943 | Delete Update |

Please be advised that we expect the requisite documentation and responses to be furnished no later than 15 February 2024. Failure to comply within the stipulated timeframe may compel our client to instruct us to initiate legal proceedings by filing an application for an enforcement order against your client.

We appreciate your prompt attention to this matter.

Yours faithfully,



Chan Galic
Barristers & Solicitors