
From: J L Marcos
Sent: Thursday, 26 January 2017 / 8:18 PM
To:
Cc: EDR Review
Subject: Fwd: Westpac x Xabregas

[Download full resolution images](#)
[Available until 25 Feb 2017](#)

Dear Mr Ramsay,

My apologies for bothering you on Australia Day, but if you note the below correspondence from the PM's Office on behalf of Ms O'Dwyer, I was advised (via my younger sister) that you were chairing the Expert Panel tasked with reviewing the Banks' methods, internal and external, of addressing customer complaints and claims.

Over the past 18 months I have found myself charged with the responsibility of defending my Mother's claims against [redacted] in the NSW Supreme Court (I am her Power of Attorney, she was self-representing in the proceedings), given she suffers from depression - an illness which the Bank had no qualms playing on and using against her to achieve their ends and bury her otherwise well-founded claims. Indeed, I am writing to you not more than 6 weeks since the Bank put my Mother in hospital, having chosen a most destructive course of action when faced with constructive commercial and comprehensive communication on my part, on her behalf.

I understand that the Secretariat has long since stopped receiving submissions, but given the extenuating circumstances involving my Mother, [redacted] and its various lawyers, a personal friend whom you are acquainted with professionally (he's an SC) suggested I email you directly and state my case.

I urge you to, at the very least, read the attached Letter outlining my Mother's situation, and take this especially arduous matter into consideration when preparing your final report for Parliament, which I believe is due in March this year.

Should you wish to discuss these issues further, I would welcome the opportunity for open dialogue in respect of my experiences to date.

I have grave concerns for private citizens dealing with the big Banks, trying to resolve similar such issues, who are much less educated, and have far fewer resources at their disposal than my Mother and I have had. My Mother tried the Financial Ombudsman route, but was told that her claims (being in excess of \$500,000) were much too large and much too complex for them to deal with.

When you consider that the median house price in Sydney is in excess of \$1,000,000 and most Australian's can barely afford their mortgages and the cost of living in what is supposed to be "a lucky country," much less the cost of lawyers to defend their homes and savings, I wonder what recourse do we have against the big Banks, when the Financial Ombudsman's threshold is so low and in-house legal teams typically comprise of 80+ lawyers? It seems impossible to me.

Hoping to hear from you,

Jacqueline Marcos
(on behalf of [redacted])

[Click to Download](#)

IRamsay26Jan17.pdf
9 MB

[Click to Download](#)

Contract For Sale23Nov(pre-JLmcomplaints).pdf
4.9 MB

[Click to Download](#)

Contract for sale 25 Nov '16 (003).pdf
5.9 MB

Begin forwarded message:

From: Lauren
Date: 13 January 2017 at 10:09:02 AM AEDT
To: Jacqueline Lauren
Subject: Fwd x Xabregas

Sent from my iPhone

Begin forwarded message:

From:
Date: 13 January 2017 at 8:36:15 am AEST
To:
Subject:

Dear Lauren

I trust you had a good break. Please find below correspondence that our office received from Minister O'Dwyer's Office in response to your letter dated 30.11.2016.

I am sorry to hear of the difficulties Ms Marcos and her family have been facing in relation to her dispute with . Disputes of this nature can cause significant financial and emotional distress.

You may wish to advise Ms Marcos that under section 912A of The Corporations Act 2001 (Corporations Act), all holders of an Australian financial services licence dealing with retail clients are required to have a dispute resolution system in place. The law further requires the dispute resolution system to consist of an internal dispute resolution procedure, as well as membership of at least one external dispute resolution (EDR) scheme. The Financial Ombudsman Service (FOS) is the EDR scheme for financial services, including insurance.

As Ms Marcos is unhappy with how has handled her complaint under its internal dispute resolution process, she could refer her complaint to FOS. FOS is a free service that independently and impartially resolves disputes between consumers and participating financial services providers. She could consider lodging a complaint

with FOS by writing to them at: GPO Box 3, Melbourne VIC 3000; or online at: www.fos.org.au

It is important to note that while determinations made by FOS are binding on financial service providers, FOS's decisions are not binding on Ms Marcos as a complainant. Her private rights of action therefore remain, and, as such, she is free to seek recourse through the court system should she be unhappy with the process.

For Ms Marcos's information, I have attached a fact sheet prepared by Treasury that is of general relevance to the matters she has raised.

You may also wish to advise Ms Marcos of some of the reforms the Government is progressing to enhance consumer outcomes in the financial system.

As you are aware, on 20 April 2016, the Government commissioned a review into the financial system's external dispute resolution framework, led by an independent expert panel, chaired by Professor Ian Ramsay.

The panel is examining the role, powers, governance and accountability of the existing financial system external dispute resolution and complaints framework to ensure

consumers and small businesses have access to low cost, speedy ways of resolving financial disputes. The key bodies being examined are the FOS, the Credit and Investments Ombudsman and the Superannuation Complaints Tribunal.

On 6 December 2016, the panel released its interim report for consultation until 27 January 2017. The panel will provide its final report to government by the end of March 2017. Further information on the review can be found

at: <http://www.treasury.gov.au/ConsultationsandReviews/Reviews/2016/Review-into-Dispute-Resolution-and-Complaints-Framework>

In addition, the Government is raising the education, training and ethical standards of financial advisers. This will deliver significant benefits to consumers by building trust and confidence in the financial advice industry and ensure that people have access to financial advisers who are both professionally competent and ethical and who place consumers' interests first.

I hope this information will be of assistance to Ms Marcos.

Please find attached the sheet that Minister O'Dwyer makes reference to.

Warm regards

Office of the Hon. Malcolm Turnbull MP
Prime Minister
Member for Wentworth
Ph| 02 9327 3988

www.malcolmturnbull.com.au

Follow Malcolm:





-----Original Message-----

From: Lauren

Sent: Wednesday, 30 November 2016 3:59 PM

To: (M. Turnbull, MP)

Subject:

> Dear ,
>
> Please see attached Letter to Mr Turnbull.
>
> Kind regards,
>
> Lauren Marcos
>

[Click to Download](#)

Unconscionable Conduct.pdf
56 KB

[Click to Download](#)

Financial Services Dispute Resolution.pdf
589 KB

26 January 2017

EDR Review Secretariat
The Treasury
Langton Crescent
Parkes ACT 2600

Sent by way of email to EDRreview@treasury.gov.au

Attn: Professor Ian Ramsay
Chairman, Expert Panel

Dear Professor Ramsay,

I refer to an email sent on behalf of Ms O'Dwyer by _____ of the Prime Minister's Office on Friday 13 January 2017, which referred me to the review you are currently conducting.

My Mother has been in dispute with _____ since around 2011, after she discovered my Father had made off with much of her wealth prior to leaving the family in late 2009 (I was 21 and my younger sister 14 at the time). As well as being left a destitute single mother, she has suffered from severe depression since 2002 – a fact _____ were aware of at all relevant times. Despite this knowledge, _____ have at all times adopted an adversarial position against my Mother, and more recently me.

The claims my Mother has against _____ are largely based in negligence and may be summarised as follows:

- (1) _____ allowed my Father to open and run bank accounts in the family company's name (Bresond Pty Ltd) without the co-authority of my Mother, the only other co-director;
- (2) _____ valuer, _____ identified that the attic above Lot 2/21 Kobada Road was not on Title in May 2007, yet _____ did nothing to communicate this issue to my parents. A Strata Plan was subsequently lodged with LPI in August 2007, which caused this attic (i.e. my bedroom) to then become common property of the Owner's Corporation. _____ subsequent LVRs were based on Lot 2 being a 4-bedroom dwelling. An un-co-operative and litigious purchaser of Lot 1 then escalated this planning error into a legal dispute with my vulnerable Mother, which is now in its seventh year in the NSW Supreme Court;
- (3) Unable to rent or sell Lot 2/21 Kobada Road due to the ongoing litigation, my Mother voluntarily surrendered possession to _____ in July 2013. They subsequently failed to advise on and manage the correction of the planning error, and failed to facilitate a timely sale of the property. Correspondence shows _____ who've been acting through _____ to have frequently ignored my Mother's requests that definitive action be taken throughout 2013, 2014 and 2015;

- (4) caused my Mother to decompensate (i.e. suffer a nervous breakdown) in late May 2015, when they filed a Notice of Motion seeking to be joined to the aforementioned Supreme Court proceedings in which my mother was self-representing, without any prior explanation of purpose, little more than a week out from Final Hearing. Given my Mother's aggravated ill health, I was encouraged to exercise my Power of Attorney and formally took carriage of the matter in June 2015;
- (5) My frequent attempts to engage commercially with were ignored and then denied, with their behaviour showing a complete disregard for any obligation to resolve customer disputes internally or amicably. On the contrary, I understand have engaged at least one top tier firm to advise against me (learned opinion being either . I have only been able to sustain my position due to the fortunate chance of my Partner being a former lawyer, and my having a personal friend/adviser who is an SC;
- (6) engaged its own "building consultant" to advise on the fire compliance works required at the property to remedy the planning error affecting the aforementioned attic and satisfy Waverley Council's requirements, choosing to ignore the advice of the experienced building fire compliance expert BCA Logic who I had engaged, and who had confirmed they would be happy to transfer their engagement to consultant, represents itself as a 'strata cleaning and gardening company'. Despite being in possession of a Letter from BCA Logic of 14 July 2016, advising that the required works might be completed within a week, without vacating Lot 1, and for as little as \$25,000, those to rely on a conflicting report from the no-apparent-qualifications-consultant from that the works would cost \$130,000;
- (7) engaged a Valuer () to value Lot 2 with and without the attic being restored to its Title in late September 2016. This valuation appears to have been negligently prepared, as it fails to take into consideration the Unit Entitlements of Lot 2 increasing with the attic on Title, making it the majority-holder in the two-lot Strata Scheme (SP 79205). Its ascribed value on Lot 2, with the attic on Title, of \$1.55mil, is only \$50,000 more than the valuation of 2007. The current median property value in Dover Heights has increased to 150% of what it was in 2007. Lot 1, which was valued at 20% less than Lot 2 in the NBV valuation, was listed for sale in December with a price guide of \$2.2mil, and had two interested parties before Sotheby's, on being made aware of the required fire compliance works, canceled the auction (note proceeded to sale in the same circumstances, and with no disclosure of the BCA Logic Report having been made to prospective purchasers). Having only received this valuation last week, I have asked to provide me access to the property for an independent valuer's assessment to be conducted;
- (8) I highlight the following as examples of how adversarial Westpac have been:
- (a) My Partner, who worked closely with (now COO) on the merger of , actually contacted him directly in July 2016 in an attempt to broker a more conciliatory approach from . Unfortunately, behaviour seemed to deteriorate further from the time referred the matter to the Bank's Head of Dispute Resolution,

- (b) produced a bank record of my Mother transacting on the Bresond account on 30 September 2016 – it was a paper receipt for a bank cheque for \$680,000 withdrawn on 19 February 2008. I had first queried this transaction almost a year earlier (my Mother similarly having done so in 2011), and at no time in the ensuing months (in my Mother's case, years) did ever allude to my Mother having conducted this transaction, the assumption on our end having been that my Father was, in fact, responsible for the large withdrawal. Further to this, prior defense (restated only a week earlier) had been that my Father was authorised to transact the company account alone, even though it was acknowledged on their part that they had nothing signed by my Mother as co-director (or a family advisor) to support that position. also failed to provide this critical bank record under three separate subpoenas in 2011;
- (c) frequently engaged in conduct that might, whether deliberately or recklessly, mislead other parties. As two examples of this behaviour, I enclose my Letter of 29 March 2016, Letter to me of 21 April 2016, and Letter to Kelly O'Dwyer MP of 9 June 2016, and the Special Conditions to the Sale Contract of 2/21 Kobada Road, which state yet are in the house style, and consistent with precedent language, of As was previously addressed, also failed to disclose BCA Logic's report to prospective purchasers, the contents of which outline the necessity of carrying out fire compliance works within Lot 1 in order to legitimise the attic. Indeed, only made any disclosures as to the issues around the attic under pressure from myself, with their initial marketing material not including the existence of the attic, much less reference to the ongoing legal dispute, nor did it make reference to Waverley Council's Letter of 4 March 2016;
- (d) With her state of mind rapidly deteriorating due to the upset caused by reneging on their promise to the Court to carry out the fire compliance works and restore the attic to Lot 2's Title, my Mother had contacted the Bank's representatives on 21 October 2016. In November 2016, chose to re-engage directly with my Mother against my express wishes, given the Court was on notice from her Specialist that re-involving her in the proceedings would adversely impact her emotional wellbeing and mental health. chose to take this course of action without first contacting me, despite having an open Offer of Settlement before them, and with my Mother's own email repeatedly stating that she was contacting them against medical advice.
- (e) The aforementioned adversarial approach culminated with lawyer phoning the police to schedule my Mother under Section 22 of the Mental Health Act on the evening of 5 December, within 2 hours of Lot 2 having been auctioned – again highlighting a clear link between considered and deliberate behaviour and my Mother decompensating, just as there was in May 2015. In contacting the police in this way, rather than allowing my Mother to go voluntarily per her and my repeated requests, endangered my Mother's ability to earn a living, as under the new NSW legislation for scheduling, when a medical professional comes into ED under police schedule, the psychiatrist on call is obliged to notify AHPRA. In light of this mandatory reporting requirement, my Mother has subsequently had to engage her insurer, MDA, to defend AHPRA's professional standards investigation, which could possibly result in restrictions on her medical registration requiring special provisions for her to be able to practice medicine,

which would render her effectively unemployable. made no attempt to contact me, either before or after they contacted the police.

In meetings since, have sought to defend their position on the basis that my Mother's health issues had made her "difficult to deal with" to date. Such a position overlooks that in 18 months of dealing with myself and my Partner – both of us being commercial, capable and sensible people – at no time sought to resolve matters in a conciliatory manner, even with the weight of evidence against them. Rather they set out to wear us down and frustrate our attempts at negotiating a commercial resolution to my Mother's claims, spending more on external lawyers than we would have accepted by way of Settlement. Indeed, contrary to their defense, took the first opportunity presented to them to re-engage with my Mother, someone they have acknowledged to be unwell and "difficult to deal with" as a result of her illness.

 adversarial approach must also be viewed in the context that, for much of this time, my Partner and I were going to great lengths to resolve the planning issues affecting the attic – a course of action the known purpose of which was to increase the value of mortgage security (i.e. Lot 2).

I also understand, in renegeing on their representations to the Court that they intended to complete the fire compliance works before selling Lot 2, have exposed my Mother to potential legal claims from the Owner's Corporation of 21 Kobada Road under the *Strata Schemes Management Act 2015 (NSW)*.

Worse yet, in ultimately selling Lot 2 without the attic on Title (and some three years since my Mother voluntarily surrendered possession of the property) for \$1.575mil, appear to have undersold the property by as much as \$1mil, deliberately crystallising the approx. \$1mil negative equity accrued since they, as mortgagee, took possession, so as to be able to bankrupt my Mother and extinguish her claims.

My understanding from Ms O'Dwyer and the PM's Office is that the government's official position is to encourage internal dispute resolution by and with the Banks. I put it to you that, from personal experience, and with my resources, it has been impossible. How can you reasonably expect a private citizen to go up against a banking giant with a market cap of approx. \$110bil, and an internal legal department of at least 80 lawyers, much less a panel of top tier firms at their disposal? It is unrealistic.

I ask you this, I wonder how much did spend on settling customer claims last year, compared to their annual expenditure on internal and external dispute resolution, lawyers, and other employees seemingly charged with the task of addressing *exhausting* customer complaints?

Yours sincerely,



Jacqueline Marcos
(on behalf of Dr Benvinda Xabregas)

cc:

14 July 2016

Dear Sirs,

21 Kobada Road – Building Certificate Deferral Letter

We confirm we were engaged by Ms J Marcos on 29 March 2016 to undertake an inspection of the abovementioned property and report on likely steps required to meet the conditions specified in Waverley Council's letter of 4 March 2016.

We completed a site inspection on 31 March 2016 and reported our finding that Council's conditions could be reasonably met on 5 April 2016.

Based on that report, we believe that 2-3 weeks is an excessive time period given the scope of works. We believe that with appropriate project management and unrestricted access that this would most likely require 2-3 days of work and then a further period of a 2-3 days to allow time for drying of patched plasterboard and paint between applications.

It is debatable whether the resident would need to move out of Lot 1 if the works could be completed during normal working hours, but if they were to move out, this is likely to assist the contractor to complete the works in the shortest timeframe (as less need to clean work zone at end of each day).

The most invasive aspect of the required works is the possible treatment of the steel beam over the living area of Lot 1. It has not yet been possible to determine what type of paint currently covers the beam. If on closer inspection by contractor it is found to be intumescent paint, then the scope of works will be simplified.

I recommend engaging any of the following contractors to complete the works:

Fire Safety Construction –
Ash Passive –
All Systems Passive Fire Protection –

I understand from [redacted] that all three were contacted on 12 July and are in the process of preparing quotes, having indicated they are happy to do so.

We are happy to have our current 'limited' engagement novated or assigned from Ms Marcos to [redacted] but should project management of the works and the contractor be required then we would need to modify our current limited engagement to cover the additional time needed to provide that service. We believe if we were engaged as project manager of the contractor then this will enable the required period of access to Lot 1 to be kept to a minimum as we will be able to provide Building Code Compliance advice and direction once the ceilings are opened up.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'W. H.', written in a cursive style.

BCA Logic Pty Ltd

5 April 2016

Ms J L Marcos

Dear Ms Marcos,

**Re: 21 Kobada Road, Dover Heights
 Building Certificate Application BC-5/2016 – Deferral Letter dated 4 March 2016**

Reference is made to our engagement to assist with and certify compliance of Items 1-8 as detailed within Waverley Council Building Certificate Deferral Letter dated 4th March 2016.

A review of items 1-8 was undertaken and the following preliminary recommendations are provided:-

Item	Works Required	Recommend Actions
1	Appropriate Certification being provided that the ceiling between units 1 & 2 achieves an incipient spread of 60 minutes in accordance with BCA Specification C1.1 Table 3 for type b construction.	<p>An inspection of the existing building was undertaken on 31 March 2016 by [redacted] of BCA Logic and it was confirmed that the existing floor separating Units 1 & 2 was an existing concrete floor slab that would meet the requirements of a ceiling that achieves a resistance to the incipient spread of fire of not less than 60 minutes.</p> <p>The thickness and location of existing steel mesh reinforcement could not be ascertained but in my experience a concrete floor slab will meet the requirements of AS1530.4-2005 for a ceiling requiring a resistance to the incipient spread of fire of not less than 60 minutes.</p> <p>Through this concrete floor slab there appear to be PVC drainage pipes which penetrate from bathrooms/ensuite/kitchen of Unit 2. However, from the available ceiling access points such as downlights, access panels and ventilation louvres it was not possible to ascertain the method of fire sealing services which penetrate the existing concrete slab floor.</p> <p>Recommended Scope: Engage the services of a suitably qualified passive fire contractor to cut out access panels to the non-fire rated plasterboard ceiling in the vicinity beneath the bathroom, ensuite and kitchen to view the service penetration. Separate access panel cut out shall be provided beneath the steel beam to the kitchen/dining room to Unit 1 See Separate floorplan mark up of recommended locations.</p> <p>Once the ceiling has been cut open then the contractor to confirm via visual inspection the following:-</p>

		<p>a. Whether the PVC pipes and any other visible pipework has been fire sealed in accordance with Clause C3.15 of the BCA & AS4072.1-2005.</p> <p>Where the services are found to not have been fire sealed with a tested and compliant system then the services are to be fire sealed at this time in accordance with Clause C3.15 of the BCA & AS4072.1-2005.; and</p> <p>b. Whether the steel beam has been provided with an intumescent paint coating.</p> <p>Where the steel beam is found to not have an intumescent paint coating then the steel beam shall be treated with an intumescent coating or otherwise a fire rated box enclosure to ensure that the steel beam achieves a Fire Resistance Level of not less than FRL 90/-/- in accordance with Specification C1.1 of the BCA2015.</p> <p>Openings located beneath service penetrations are required to be provided with a non-fire rated access panel to enable future visual inspection and maintenance in accordance with Item 3 of Councils Deferral Letter and in accordance with the Annual Fire Safety Statement inspection requirements of the Environmental Planning and Assessment Regulation, 2000.</p> <p>Openings that are not located beneath service penetrations and are not required for future visual inspection and maintenance shall be patched and painted to the original ceiling colour.</p> <p>Based upon the limitations of the preliminary inspection undertaken, if the above works are carried out then it is my opinion that the requirements of Item 1 of Councils Deferral Letter will be met.</p> <p>A budget estimate of \$25-75,000 is provided for these works. A large range has been provided given the amount of unknown issues until such time as access cut outs are made to the ceiling as per the scope of works above.</p> <p>The scope of works and cost estimate account for the necessary remedial works required to return the ceiling to the condition prior to works commencing.</p>
2	<p>Given the attic increases the type of construction for the building to type A rather than increase the fire resistance of the floor all smoke alarms to be interconnect to provide earlier warning for egress.</p>	<p>A hardwired smoke alarm could be provided to this room and interconnected (via wireless smoke alarms) with the smoke alarms to lower levels in accordance with the requirements of this clause.</p> <p>Separate quote will need to be obtained from licensed electrician.</p>
3	<p>Compliant certification being provided that access to plumbing trap pipes within unit 2 can be accessed through inspection openings compliant with BCA Clause and Specification C3.15 and AS 3500.2/2003.</p>	<p>The requirement to provide an access panel beneath a plumbing trap/pipe can be addressed at the same time as the visual inspection and potential works needed to service penetrations passing through the floor slab from Unit 2 to Unit 1.</p>

		Therefore, it is my opinion that if the scope included within Item 1 above is undertaken then compliance with this item will be also be met once access panels are provided beneath plumbing trap pipes and other PVC pipe penetrations through the concrete floor slab.
4	Hardwired smoke detector to be provided to private garage area servicing unit 1 in accordance with BCA Clause e2.2 and Specification E2.2a.Clause 3. Appropriate certification to be provided for installation.	<p>The provision of hardwired smoke (or preferably a thermal) detector could be undertaken in both Unit 1 & 2 garages and interlinked with smoke alarms (via wireless smoke alarms) in Units 1 & 2 in accordance with the requirements of this clause.</p> <p>Separate quote will need to be obtained from licensed electrician.</p>
5	Complaint manufactures specification to be provided for roof lights in accordance with BCA Specification C1.1 Clause 3.6. Certification to be provided that roof lights have been installed in accordance with manufactures specification.	<p>The roof lights installed to the second floor level attic room are located more than 3 metres to the side allotment boundary and therefore, meet the requirements of Clause 3.6 of Specification C1.1. This will be conveyed to Council within future correspondence.</p> <p>It is unclear why Council require certification to be provided that rooflights have been installed in accordance with manufacturers specification. This will need to be discussed with Council but may only warrant licensed builder/glazier certification to be provided.</p>
6	Side gate latches to road to be replaced by compliant latches as required under BCA Clause D2.21	<p>The gate latches will require modification as follows:-</p> <ul style="list-style-type: none"> • <u>Unit 1 External Gate</u> This gate shall have the internal locking device disabled so that the gate hardware is able to be operated at all times without the use of a key. <p>This gate shall have the door hardware increased in height to be 900-1100mm from floor surface in accordance with BCA Clause D2.21</p> <ul style="list-style-type: none"> • <u>Common Entry Gate</u> This gate shall have the door hardware increased in height to be 900-1100mm from floor surface in accordance with BCA Clause D2.21
7	Fire blanket and ABE fire extinguisher to be provided to each kitchen area in accordance with BCA clause E1.6	<p>The provision of a fire blanket and ABE fire extinguisher within the kitchen area of each unit is considered to be above the minimum requirements of the Deemed to Satisfy Provisions of the BCA2015.</p> <p>Council will be contacted to request modification of this requirement to instead require an external portable fire extinguisher being located within 10 metres of the entry of both Units 1 & 2 in accordance with the requirements of Clause E1.6 of the BCA2015</p>
8	Appropriate Certification is to be provided for the fire safety schedule.	<p>At completion of the works outlined in items 1-7 then a final fire safety certificate will need to be issued to Council to confirm that all essential fire safety measures have been installed.</p> <p>As necessary, the standard of performance of Essential Fire Safety Measures included in the fire safety schedule will be modified to reflect the works undertaken as part of the Building Certificate works.</p>

--	--	--

It is envisaged that the estimated range of cost of \$25-75,000 included within item 1 above will also address items 2-8 in the table above due to the low cost of works associated within items 2-8.

Should the scope of works detailed in the table above be acceptable then I would be willing and able to provide recommendations of contractors that are both suitably qualified and experienced and will be able to complete the necessary works for items 1-8 above.

In conclusion should the works included in the scope of works in the table above be undertaken then it is my opinion that all items 1-8 within Waverley Councils Building Certificate Deferral letter dated 4 March 2016 will be met and Council will be contacted to request that the Building Certificate is issued for the premises.

Yours faithfully,



BCA Logic Pty Ltd

107/102
 AMENDED
 RECEIVED
 1 AUG 2008
 P. & S. ENGINEERING

3rd Opening: If vanity sink PVC pipe is not able to be viewed from the 1st opening then an access opening required here to view penetration through new concrete slab. Then provide a fire rated access panel as per Councils requirements.

2nd Opening: Provide access panel in this location if it is not possible to view the WC and shower waste pipes from the 1st opening. Then provide a fire rated access panel as per Councils requirements.

1st Opening: Cut access panel opening here to view the bathroom floorwaste and bath waste. If located beneath the trap/floor waste then provide a fire rated access panel as per Councils requirements.

The location as measured from Unit 2 is 2.45m from rear wall and 1m from side wall

Opening to be provided for the full length of the room to enable access to provide FRL 90/90/90 fire rating protection to existing steel beam

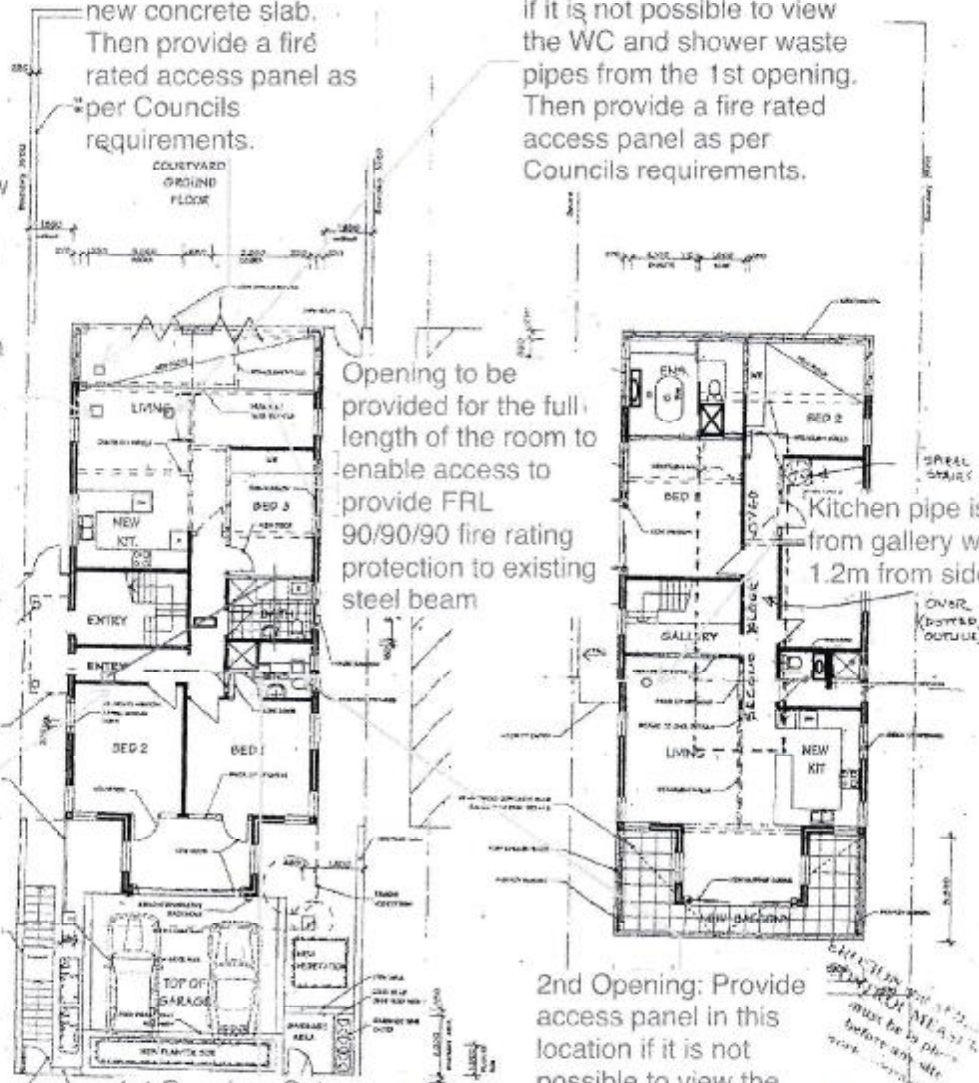
Kitchen pipe is 2.3m from gallery wall and 1.2m from side wall

Provide access panel cut out here to view the kitchen sink PVC pipe penetration through existing concrete floor slab. Then provide a fire rated access panel as per Councils requirements.

1st Opening: Cut access panel opening here to view the bathroom floorwaste and WC pipe penetration above. If located beneath the trap/floor waste then provide a fire rated access panel as per Councils requirements.

2nd Opening: Provide access panel in this location if it is not possible to view the vanity and shower waste pipes from the 1st opening. Then provide a fire rated access panel as per Councils requirements.

Note: there is a false ceiling above ensuite that will also need to be cut into.



REVISIONS
 1. 10/07/08
 2. 10/07/08
 3. 10/07/08
 4. 10/07/08
 5. 10/07/08
 6. 10/07/08
 7. 10/07/08
 8. 10/07/08
 9. 10/07/08
 10. 10/07/08
 11. 10/07/08
 12. 10/07/08
 13. 10/07/08
 14. 10/07/08
 15. 10/07/08
 16. 10/07/08
 17. 10/07/08
 18. 10/07/08
 19. 10/07/08
 20. 10/07/08
 21. 10/07/08
 22. 10/07/08
 23. 10/07/08
 24. 10/07/08
 25. 10/07/08
 26. 10/07/08
 27. 10/07/08
 28. 10/07/08
 29. 10/07/08
 30. 10/07/08
 31. 10/07/08
 32. 10/07/08
 33. 10/07/08
 34. 10/07/08
 35. 10/07/08
 36. 10/07/08
 37. 10/07/08
 38. 10/07/08
 39. 10/07/08
 40. 10/07/08
 41. 10/07/08
 42. 10/07/08
 43. 10/07/08
 44. 10/07/08
 45. 10/07/08
 46. 10/07/08
 47. 10/07/08
 48. 10/07/08
 49. 10/07/08
 50. 10/07/08
 51. 10/07/08
 52. 10/07/08
 53. 10/07/08
 54. 10/07/08
 55. 10/07/08
 56. 10/07/08
 57. 10/07/08
 58. 10/07/08
 59. 10/07/08
 60. 10/07/08
 61. 10/07/08
 62. 10/07/08
 63. 10/07/08
 64. 10/07/08
 65. 10/07/08
 66. 10/07/08
 67. 10/07/08
 68. 10/07/08
 69. 10/07/08
 70. 10/07/08
 71. 10/07/08
 72. 10/07/08
 73. 10/07/08
 74. 10/07/08
 75. 10/07/08
 76. 10/07/08
 77. 10/07/08
 78. 10/07/08
 79. 10/07/08
 80. 10/07/08
 81. 10/07/08
 82. 10/07/08
 83. 10/07/08
 84. 10/07/08
 85. 10/07/08
 86. 10/07/08
 87. 10/07/08
 88. 10/07/08
 89. 10/07/08
 90. 10/07/08
 91. 10/07/08
 92. 10/07/08
 93. 10/07/08
 94. 10/07/08
 95. 10/07/08
 96. 10/07/08
 97. 10/07/08
 98. 10/07/08
 99. 10/07/08
 100. 10/07/08

This drawing is to be read in conjunction with the contract and all other drawings and specifications. The client is responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided.

Scale
 1:50
 1:100
 1:200
 1:500
 1:1000



0 1 2
 SCALE

DAVID E. PHILLIPS & ASSOCIATES PTY. LTD. ARCHITECTS P.O. Box 114, ROSE BAY, NSW, 2022. TEL: 9377 9447	PROJECT ADDITIONS & ALTERATIONS 21 KOBADA ROAD, DOVER HEIGHTS	DATE 10/07/08
	CLIENT BRESOND PTY LTD	DRAWING NO. 1450/01
DRAWING WORKING DRAWING	SHEET NO. 03	TOTAL SHEETS 018

PAUL YACHMENSKOY
 BUILDING SURVEYOR

2/7 Wonderland Avenue
Tamarama NSW 2026

29 March 2016

Sydney NSW 2000

21 Kobada Road, Dover Heights & SC 2013/327776

As you may recall I wrote to you about these proceedings on 30 October 2015, receiving a response from [redacted] on your behalf on 10 November 2015 (both enclosed). [redacted] indicated a willingness on behalf of [redacted] to sit down and discuss a commercial settlement, but asked that I first confirm where in the Valuation prepared by [redacted] they referenced the error on Title.

I subsequently responded to [redacted] on 2 December 2015, followed up on 4 March 2016 (both enclosed), and have called and emailed on several occasions since to no avail.

In the meantime, the proceedings have reached a stage where I need to formally step in as my Mother's Tutor if I am to pursue the case on her behalf given her serious ill health. In doing so, I expose myself to the other parties' costs if, ultimately, I am unsuccessful in pursuing my Mother's claims with respect to the Property.

In my letter of 2 December I set out three factual incidents that suggest [redacted] failed my Mother – the simplest and potentially most serious of which was the withdrawal of \$680,000 by my Father on 19 February 2008, without my Mother's knowledge or consent. In an effort to shorten my own involvement and exposure in amending wrongs done to my Mother, I now enclose two contradictory letters from my Father's solicitor at the time, [redacted] (the bank employee referenced by [redacted] in his 18 February 2007 letter) are siblings. You will note that, remarkably, [redacted] appears to have been unaware of the splitting of the sale proceeds of Lot 1 prior to it occurring, noting '*which according to [redacted] was applied by the bank as follows*'.

With respect to the progress of the Subdivision – a process that serves to perfect [redacted] own Mortgage Security and increase the value of the Property, I have achieved more since November 2015 than [redacted] achieved in the 2 years following its undertaking to Justice in November 2013 to step in and finalise it.

[redacted] has now been unresponsive for 5 months. I again ask – for the final time – that [redacted] commence commercial discussions to settle the matter quickly and quietly.

After all, if you became seriously unwell and were unable to assert your rights, I'm certain you wouldn't wish for your own children to have to litigate against one of Australia's largest and wealthiest institutions on your behalf. Doing so not only exposes me to considerable financial risk and stress, but it also prevents me from being able to focus on building a life of my own in favour of trying to salvage what remains of my Mother's.

Yours sincerely,



Jacqueline Lauren Marcos

GEORGE LOUPOS

SOLICITORS AND ATTORNEYS

ABN 97 451 571 632
SUITE 22, 33 BELMORE ST, BURWOOD NSW 2134
George Loupos B Com. LLB

Telephone: (02) 9745 2100
Fax : (02) 9745 2300
DX 8508 BURWOOD

Your Ref:

Our Ref: GL:518002

18 February 2008

The Manager
Bresond Pty Ltd
21 Kobada Road
DOVER HEIGHTS NSW 2030

Dear

YOUR SALE TO MOALLEM PROPERTY: 1/21 KOBADA ROAD, DOVER HEIGHTS

Your matter settled on Friday.

We paid a total of \$1,331,572.55 to
applied by the bank as follows:-

which according to was

To: your Home Loan to reduce the balance	\$ 651,500.00
To: your savings account	<u>\$ 680,072.55</u>
Total	\$1,331,572.55
Balance now owed by you to	\$1,236,913.44

We have today sent the order on the agent to your agent and you can collect the balance of the 10% deposit from them today.

Yours faithfully

per

Liability Limited by a scheme approved under Professional Standards Legislation

GEORGE LOUPOS

SOLICITORS AND ATTORNEYS

LIABILITY LIMITED BY THE SOLICITORS SCHEME APPROVED UNDER THE PROFESSIONAL
STANDARDS ACT 1994 (NSW). ABN 97 451 571 632

SUITE 22, 33 BELMORE ST, BURWOOD NSW 2134

George Loupos B Com. LLB

Telephone: (02) 9745 2100

Fax : (02) 9745 2300

DX 8508 BURWOOD

Our Ref: GL:GL:518002

20 February 2008

The Manager
Bresond Pty Ltd
2/21 kobada rd
Dover Heights NSW 2030

Dear Sir/Madam

**YOUR SALE TO MOALLEM
PROPERTY: 1/21 KOBADA ROAD, DOVER HEIGHTS**

We report on completion of this matter as follows:

Date of Completion 15/2/2008

DISCHARGE OF MORTGAGE: On settlement we paid the sum of \$1,331,572.55 to your mortgagee, to discharge your mortgage over the property.

ADJUSTMENTS: Council rates, Water rates and prepaid Insurances were adjusted as per the attached settlement sheet.
We paid your outstanding Council rates of \$549.80 from the proceeds of sale.

DEPOSIT: The deposit of \$70,250.0 was held by your agent pending settlement.

COMMISSION:

On settlement your agent will deduct its commission from the deposit and forward the balance to you.

We enclose our memorandum of costs and disbursements which we note were paid in full out of the settlement monies.

Yours faithfully

GEORGE LOUPOS & ASSOCIATES

■ KEMP STRANG
LAWYERS

Our Ref: MP:MP:604381-2
Contact: Matthew Pike
Direct Line: 02 9225 2769
Direct Fax: 02 9225 2599

18 April 2016

Jacqueline Lauren Marcos

By Email Only:

Dear Madam

Thank you for your letter dated 29 March 2016, addressed to the
As the solicitors for we have
been asked to respond directly to you regarding your raised concern.

Our client has provided us with copies of your letter dated 2 December 2015 and
email dated 23 March 2016. Please direct all future correspondence in this
matter to us.

In a telephone conversation with on 23 March 2016 he advised us that you
have consulted with a litigation lawyer, and that it is your intention to commence
proceedings against the Bank on behalf of Dr Xabregas in respect of the following:

1. \$680,000.00 which was allegedly misappropriated on the settlement of the Bresond Pty Ltd facility;
2. An allegation that the Bank somehow breached a duty owed to Dr Xabregas in respect of the Valuation Report dated 22 May 2007;
3. A non-specific allegation that the Bank should have acted differently from the date that it secured possession of the security property until now.

The Bank rejects the assertion that it has contributed to your mother's loss as set out above, or as set out in your letters dated 2 December 2015 or 29 March 2016, or at all. In circumstances where we have been advised that you intend commencing proceedings against the Bank on behalf of Dr Xabregas, the Bank position is as follows:

1. It does not intend providing any further response to your letters dated 2 December 2015 and 29 March 2016, other than to reject any assertion that has somehow contributed to any loss suffered by Dr Xabregas, and to reject any assertion that Dr Xabregas has any cause of action against

604381-2.kr

LEVEL 17, 175 PITT STREET SYDNEY NSW 2000 GPO BOX 475, SYDNEY NSW 2001 DX 605 SYDNEY
P. +61 2 9225 2500 F. +61 2 9225 2599 www.kempstrang.com.au
SYDNEY • MELBOURNE • BRISBANE

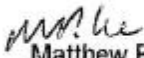


■ KEMP STRANG
LAWYERS

2. If you intend bringing proceedings against the Bank, and you wish to enter into some dialogue with the Bank prior to commencing those proceedings, you should set out with some particularity the claims that are being made, the facts and circumstances that you rely on to give rise to those claims, and the relief that you are seeking. Upon receiving that correspondence from you we will obtain instructions from the Bank and provide you with a response.
3. **Attached** is a printout of the account statements detailing all amounts debited to the loan account. If you require further details of enforcement costs, please let us know.
4. The Bank notes your request for a without prejudice meeting to discuss the issues raised in your letter. As noted above, if it is your intention to bring proceedings against the Bank, you should provide us with details of those proceedings. Upon receiving that information from you, we will seek instructions from the Bank regarding your proposed without prejudice meeting.

We will await your response.

Yours faithfully
KEMP STRANG


Matthew Pike
Partner
Direct Line: 02 9225 2769

The Hon Kelly O'Dwyer MP
Suite 1, 1343 Malvern Road
Malvern, VIC, 3144

9 June 2016

Dear Minister,

Re: Constituent Matter – Ms Lauren Marcos and Dr Bevinda Xabregas

Thank you for your letter to [redacted] dated 6 May, [redacted] 1as
asked me to respond on his behalf.

We note that Ms Marcos' complaint relates to the sale of 21 Kobada Road, Dover Heights NSW ("the Property"), in particular [redacted] allowed Mr Marcos to withdraw \$680,000.00 without the knowledge of Dr Xabregas or their solicitor.

We have outlined some information below to provide you with relevant background to the matter:

1. The company, Bresond Pty Ltd ("**the Company**"), was the previous owner of the Property;
2. Mr Marcos and Dr Xabregas were at all relevant times the directors of the Company;
3. The Company sold the Property to Mr Marcos and Dr Xabregas as tenants in common in equal shares, and upon completion of the sale the Company directed that the surplus proceeds of the sale be deposited into the Company bank account;
4. The direction given on behalf of the Company was signed by Mr Marcos as director, and there was no contrary instruction given by Dr Xabregas or any solicitor on her or their behalf;
5. The Company would ordinarily be entitled to receive the surplus proceeds of sale and there was no reason to question the authenticity of the Company's written direction, including the fact that the funds were being paid directly into the ordinary bank account held by the Company;
6. The bank officer who dealt with Mr Marcos and Dr Xabregas as directors of the Company at the time the company loan was taken out (July 2005) noted in Westpac's computer system that Mr Marcos was the customer contact on behalf of the Company;
7. In accordance with the direction given by the Company, on the settlement of the sale of the Property by the Company to Mr Marcos and Dr Xabregas, the surplus proceeds of sale were deposited into the Company bank account;
8. Dr Xabregas was aware that the settlement was taking place because she was a director of the Company and one of the purchasers of the Property, and she did not issue any contrary

instruction or raise any objection to the surplus proceeds of sale being paid to the Company bank account;

9. It is [redacted] understanding that the Company, Mr Marcos and Dr Xabregas were all represented by George Loupos & Associates Solicitors during the sale of the Property from the Company to Mr Marcos and Dr Xabregas, and those solicitors raised no objection to the direction given by the Company, nor did they issue any contrary direction;
10. Once the funds had been returned to the Company, [redacted] had no further involvement as to how the Company dealt with the funds.
11. [redacted] was not negligent and at all times acted in accordance with the written directions of the parties.

[redacted] has not rescinded an offer to engage in discussions with Ms Marcos regarding her claims. Nicholas Wright, a solicitor and authorised representative of Ms Marcos, has advised [redacted] solicitors that he and Ms Marcos have consulted a litigation lawyer (John Laxon) and would like a "commercial discussion" with [redacted] prior to considering commencing proceedings against [redacted]

[redacted] solicitors wrote to Ms Marcos on 18 April 2016 and 23 May 2016 requesting details of the allegations to be made against [redacted] and confirming [redacted] will consider and respond to those allegations, and also give consideration to a without prejudice meeting to discuss the allegations. [redacted] remains willing to do so but has not yet received the details of the allegations to be made.

It is our understanding that [redacted] is the partner of Ms Marcos and working on this matter at no cost to Ms Marcos or Dr Xabregas. If this understanding is correct, the inability of Ms Marcos to afford legal representation, having regard to the fact that [redacted] is a solicitor, should not prevent Ms Marcos and [redacted] from detailing the allegations that they are seeking to make against [redacted]

There are currently proceedings before the Supreme Court of NSW involving [redacted] and Dr Xabregas, and the issues in those proceedings are well known to the parties. It is [redacted] understanding that the proposed "commercial discussions" relate to further allegations outside of the current Court proceedings.

[redacted] would like to understand those allegations in order to give consideration to them prior to responding to them and considering a meeting with Ms Marcos. If Ms Marcos is unable to detail the allegations in writing as requested, we are happy for her to tell us that she is unable to do so, and to meet with her on a without prejudice basis to see if we can understand what her complaints are with a view to addressing those complaints.

[redacted] is absolutely committed to its internal dispute resolution process and to attempting resolution of customer complaints through this process. We are also currently working to establish an independent customer advocate function within the Bank, and expect to make a further announcement on this appointment over the next six months.

Yours faithfully