

## NOTICE OF FILING

### Details of Filing

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File Title: AUSTRALIAN COMPETITION AND CONSUMER COMMISSION v  
MASTER WEALTH CONTROL PTY LTD (ACN 148 036 677) & ANOR  
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

### Important Information

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

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



Form NCF1

## Concise Statement

No. of 2022

Federal Court of Australia  
 District Registry: New South Wales  
 Division: General  
 Commercial and Corporations National Practice Area  
 (Regulator and Consumer Protection)

### Australian Competition and Consumer Commission

Applicant

**Master Wealth Control Pty Ltd** and another

Respondents

### IMPORTANT FACTS GIVING RISE TO THE CLAIM

1. This proceeding concerns false or misleading representations made by the first respondent, Master Wealth Control Pty Ltd, which operated under the business name "DG Institute", (**DG Institute**) in the promotion, sale and delivery of the Real Estate Rescue (**RER**) and Master Wealth Control (**MWC**) programs (together the **Programs**) to consumers. The second respondent, Ms Dominique Grubisa, was involved in the making of those representations within the meaning of that term in s 2 of the Australian Consumer Law (**ACL**), being Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**CCA**).
2. DG Institute offers programs to consumers relating to property and business investment, including mentoring programs and strategies for asset protection. The programs and strategies purport to "empower everyday Australians to grow and protect their wealth". Ms Grubisa is and was at all relevant times the sole director of DG Institute and its Chief Executive Officer.
3. During the period April 2017 to November 2022, DG Institute promoted the Programs through free in-person seminars, free online webinars and videos featuring Ms Grubisa, as well as on the DG Institute website at <https://www.dginstitute.com.au/>. The Programs each included written materials, in-person seminars and online webinars involving presentations by Ms Grubisa. During this period, at least 1,720 consumers enrolled in the RER program, and each paid between \$4,500 and \$7,800 to participate in the program. In the same period, at least 1,482 consumers enrolled in the MWC program, and each paid between \$6,500 and \$9,200 to participate in the program.

Filed on behalf of (name & role of party)	Australian Competition and Consumer Commission, Applicant		
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**RER program conduct**

4. DG Institute promoted the RER program in the promotional materials set out in **Annexure A (Promotional Materials)** as a program by which participants would be taught a strategy called an “equity deal” (among other strategies), that would allow them to benefit financially from becoming involved in the sale of properties while also assisting homeowners to retain some of the value of the equity in properties owned by them.
5. The strategy involved identifying homeowners who may be in financial distress, including by monitoring court lists to identify possession, divorce or probate proceedings, and then contacting such homeowners with a view to reaching agreement for the program participant to purchase the homeowner’s property below market value, or being authorised to sell the property and retain the proceeds above a certain amount. The strategy was promoted as being one which would allow participants to acquire a property below market value and sell it for a higher amount, while allowing the homeowner to receive the benefit of part of the value of the equity held by the homeowner in the property, which the Promotional Materials indicated the homeowner would not otherwise receive in the event of a forced mortgagee sale.
6. By various statements in the Promotional Materials in the period July 2018 to November 2022, DG Institute conveyed that the strategy was designed so the program participants applying it would be assisting homeowners who may be financially distressed to achieve a better outcome than they would if the mortgagee (usually a bank) were to take steps to repossess the homeowner’s property and sell it. DG Institute conveyed that if a bank repossessed the property owned by the homeowner, the entire proceeds of sale including the homeowner’s remaining equity in the property would be retained by the bank, leaving “*no change*” for the homeowner.
7. The effect of such statements was that DG Institute represented that the “equity deal” strategy taught in the RER program would allow program participants to assist a distressed homeowner to sell their property but retain some of the value of the equity they held, in circumstances where otherwise if the mortgagee were to repossess the property, the homeowner would lose any remaining equity in the property (**No Equity Representation**).
8. The No Equity Representation was false or misleading because, in the event of a sale of a property by a mortgagee, the mortgagee is entitled only to the amount owing to it under its agreement with the homeowner as secured by the mortgage plus its reasonable costs of recovery.

**MWC Program conduct**

9. DG Institute promoted the MWC program in the Promotional Materials as teaching strategies which would enable participants to completely protect their assets from creditors.

The strategies taught in the MWC program included setting up a structure described by DG Institute as an “*impenetrable Vestey Trust*” or “*asset protection trust*” (**Vestey Trust**) using what was described by DG Institute as “*legally binding documentation*” provided by it.

10. DG Institute instructed program participants to set up the Vestey Trust by executing, or arranging to be executed, a number of template documents provided to them by DG Institute which variously included documents entitled Equitable Mortgage, Declaration and Acknowledgement, Promissory Note, Notice of Assignment/Deed of Assignment and caveat (**Transaction Documents**).
11. The Promotional Materials and materials provided to participants after signing up to the MWC program set out in **Annexure B (Program Materials)** disclosed the purpose of the Vestey Trust structure as being to protect the participant’s assets from attack by creditors. DG Institute conveyed through the Promotional Materials and the Program Materials that if a person who had set up the Vestey Trust structure later owed money to a creditor (other than a secured creditor who had an existing security interest at the time the Vestey Trust was established), the creditor could not access any equity in the person’s property (including real, personal and liquid assets), because the equity was mortgaged to a trustee of a trust whose secured interest in the property would rank ahead of the creditor’s interest.
12. Additionally, Ms Grubisa, on behalf of DG Institute, stated in the Promotional Materials and some Program Materials that there was a legal precedent for the Vestey Trust structure. The statements implied that the Vestey Trust structure taught in the MWC program had been tested and upheld as effective by the Full Court of the Federal Court of Australia (**Full Court**), in *Sharrment Pty Ltd v The Official Trustee in Bankruptcy* (1988) 18 FCR 449.
13. In the context of the Promotional Materials and Program Materials, DG Institute represented to consumers in the videos and materials identified in **Annexure A** and **Annexure B**:
  - (a) in the period April 2017 to November 2022, that the Vestey Trust structure taught in the MWC program would enable participants to protect all of their assets by setting up a specific trust called the Vestey Trust using the Transaction Documents provided by DG Institute, which would provide complete protection from creditors (**Vestey Trust Representation**); and
  - (b) in the period April 2017 to August 2022, that the Vestey Trust structure taught in the MWC program had been tested and upheld as effective by the Full Court of the Federal Court of Australia (**Full Court**), in *Sharrment* (**Authority Representation**).
14. The Vestey Trust Representation was false or misleading because the Transaction Documents do not provide a participant’s assets with the asserted protection from creditors.

15. The Authority Representation was false or misleading because *Sharrment* did not concern a Vestey Trust and does not provide authoritative precedent or support for the legitimacy or effectiveness of the Vestey Trust structure.

#### **PRIMARY LEGAL GROUNDS FOR RELIEF CLAIMED**

16. DG Institute engaged in the conduct described in paragraphs 3 to 15 above directly, and/or by Ms Grubisa as an employee and director of DG Institute within the scope of her actual or apparent authority by reason of s 139B(2) of the CCA. The respondents engaged in the conduct set out above in trade or commerce, and in connection with supply or possible supply of services by DG Institute, being the Programs, or in connection with the promotion of the supply of those services.
17. By making the No Equity Representation to consumers, DG Institute:
- (a) engaged in conduct that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL;
  - (b) made false or misleading representations that the RER program had a benefit which it did not have, being the benefit of assisting distressed homeowners to retain some of the value of the equity in their properties in the event of a sale when they would otherwise lose all of the value of their equity, in contravention of s 29(1)(g) of the ACL;
  - (c) made false or misleading representations concerning the existence, exclusion or effect of a right, being the right of a homeowner to receive monies from the proceeds of a forced sale of a property owned by them where the purchase price exceeds the amount able to be lawfully retained by the mortgagee, in contravention of s 29(1)(m) of the ACL;
  - (d) engaged in conduct that was liable to mislead the public as to the nature, characteristics, and/or suitability for purpose of services, being that the “equity deal” strategy taught would achieve the result of assisting financially distressed homeowners to retain some of the value of the equity in their properties in the event of a sale when they would not otherwise be able to do so, when the strategy would not have that result, in contravention of s 34 of the ACL.
18. By making the Vestey Trust Representation to consumers, DG Institute:
- (a) engaged in conduct that was misleading or deceptive or likely to mislead or deceive in contravention of s 18 of the ACL;
  - (b) made false or misleading representations that the MWC program had a benefit which it did not have, being the benefit of equipping participants with a strategy that was effective to protect all of their assets from creditors, in contravention of s 29(1)(g) of the ACL; and

- (c) engaged in conduct that was liable to mislead the public as to the nature, characteristics or suitability for purpose of the services, being that the strategy taught would enable participants to protect all of their assets from creditors, when the strategy would not have that effect, in contravention of s 34 of the ACL.

19. By making the Authority Representation to consumers, DG Institute:

- (a) engaged in conduct that was misleading or deceptive or likely to mislead or deceive in contravention of s 18 of the ACL;
- (b) made false or misleading representations that the asset protection strategy taught in the MWC program had a particular approval, being the approval of the Full Court in *Sharrment*, which it did not have, in contravention of s 29(1)(g) of the ACL;
- (c) made false or misleading representations that the asset-protection strategy taught in the MWC program was of a particular standard or quality because it had received the approval of the Full Court in *Sharrment*, when it had not, in contravention of s 29(1)(b) of the ACL; and
- (d) engaged in conduct that was liable to mislead the public as to the nature, the characteristics and/or the suitability for purpose of the services, in that the asset protection strategy taught in the MWC program was said to have received the approval of the Full Court in *Sharrment*, when it had not, in contravention of s 34 of the ACL.

20. By her conduct in making the statements made on video in the Promotional Materials and Program Materials, and in drafting, reviewing, editing and/or approving content for the Promotional Materials and Program Materials, Ms Grubisa was involved in DG Institute's contraventions set out above by aiding, abetting or procuring the contraventions or by being knowingly concerned in or party to the contraventions.

## **RELIEF SOUGHT FROM THE COURT**

21. The ACCC seeks the relief set out in the Originating Application.

## **ALLEGED HARM SUFFERED**

22. Consumers who purchased the Programs because of the No Equity Representation, Vestey Trust Representation and/or Authority Representation, suffered financial harm by paying significant sums of money in circumstances where the Programs did not have the benefits promised by the Representations. Further, the conduct had the potential to cause financial harm to consumers by reason of their expenditure of money in attempting to implement the strategies taught (in the case of the RER program) and due to their assets being inadequately protected from creditors (in the case of the MWC program).

**Certificate of lawyer**

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

Date: 15 December 2022



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Signed by Tom Lawton Bridges

Lawyer for the Applicant

This Concise Statement was prepared by Webb Henderson and Victoria Brigden of counsel, and settled by Stephen Free SC.

**Schedule**

No. of 2022

Federal Court of Australia  
District Registry: New South Wales  
Division: General

**Respondents**

Second Respondent: Dominique Grubisa

Date: 15 December 2022

## ANNEXURE A: Promotional Materials

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
1.	<p>Video published on YouTube during the period 4 June 2018 to 7 November 2022.</p> <p>Document ID: 1050240.004.001.0344</p>	Vestey Trust Representation	<p><u>Video title:</u> "How To Protect Your Assets From Creditors, Lawyers and The Government"</p> <p><u>Video description:</u> "Dominique will show you: ...  <ul style="list-style-type: none"> <li>- How to quarantine your home from banks, creditors and litigators, even if you owe money.</li> <li>- Safeguard your rental income and properties while expanding your portfolio.</li> <li>- Shield your wages and installment [sic] orders</li> <li>- Safeguard your retirement nest egg from meltdowns and nationalization</li> <li>- Bulletproof your bank accounts while increasing your wealth</li> </ul> </p> <p><u>Video content:</u> "So I'm coming live to you to tell you exactly what you have to do to get your house in order so that you are in full control, you'll never, ever lose money or any of the wealth you've gained"</p>
2.	<p>Video published on YouTube during the period 3 July 2018 to 22 June 2021.</p> <p>Document ID: 1050240.004.001.0001</p>	No Equity Representation	<p>"Now the problem I have with that is that banks don't give change. If a bank repossesses a property, how the system works is they go off to Court. If you default and it's over three months they'll go off to the Court and they'll get what's called an Order for Possession. So what the mortgage will actually say – all our mortgages say this in the small print – if you default all bets are off, we take over. We get to sell your house. And what they do in practice is they keep all of the proceeds of sale. So if the house sells for a million dollars, and you only owe 800,000, they'll still keep the 200,000. And they'll claim it's for indemnity costs. 'Cause in the mortgage it says you indemnify us for everything, so they load their bill, and they keep everything for the drama of it all."</p> <p>"At the end of the day banks are in the business of lending money, not in the business of selling houses. This is a nightmare; this is a headache for them. Once they get that Court order that puts them in charge they change the locks, they kick the homeowner out. They take over the deal. They appoint the agent. They sell the property, and they keep everything. So as you can imagine I was enraged. Cases</p>

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			<p><i>like my 99-year-old man. They've caused all this distress, plus they're cleaning up and keeping any leftover equity in the deal."</i></p> <p><i>"And I then went and identified distressed properties in the system and was able to acquire them under market value for a win/win for both me and the owner. And I then patented that process, so that's my Real Estate Rescue Process for Buying Under Market Distressed Properties in Australia."</i></p> <p><i>"So the essence of an equity deal is that the bank are not getting to sweep the pool. They're not taking absolutely everything and bulldozing through and getting everything. What happens, how we do it, far fairer and far more effective, is that the bank gets only what they're owed. The debt. The 295. The equity is then split between yourself and the homeowner at an agreed amount and on terms that you negotiate. 'Cause you can be flexible. You can negotiate something to fit their needs, and you can get paid as well, and there's money left for them. So it's a far fairer and more equitable way 'cause banks don't give change. You can imagine how you could help people understanding and using a system like that for a win/win."</i></p>
3.	<p>Video was made available as an online live stream on 13 February 2021. The video could be viewed by consumers who had registered to view the video. Consumers could register for free.</p> <p>Document ID: 1050240.001.001.0012</p>	No Equity Representation	<p><i>"... you can add value for a win-win here, because what happens when a bank moves in to sell up a property ... is that the clock starts running and that's when insolvency experts, and lawyers, and the whole system comes on board, there is no equity left."</i></p> <p><i>"The first is an equity deal. "Equity" means there's still some wealth of the home owner in the property. So the mortgage may be \$500,000, the debt may be to the bank \$300,000, there's \$200,000 of equity in that property that will get chewed up in fees and costs and expenses, nothing left over for the home owner. You're able to assist with this type of deal."</i></p> <p><i>"He was paying nearly 12 per cent interest with the penalty rates and charges, and the following week there would have been notices on the door, locks changed, he would have been totally evicted and out on the street, and everything else would have got chewed up in fees and charges, no change left for the homeowner, and this is where Ray could step in and help."</i></p> <p><i>"So, how an equity deal works, and the essence of an equity deal is that when things go wrong, with all these loans that are now going to hit the fan next month, the bank comes in and they take, not just the 295 that they're owed but everything, all of the</i></p>

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
			<p><i>extra 200,000-odd in equity gets eaten up with lawyers' fees and other charges. The way we do it is far fairer, more equitable than the system, because what happens is the bank's there and, yeah, they're owed money, but they only get what they're owed. In this situation, the \$295,000. You step in and you get part of the equity and the homeowner gets the equity as well."</i></p>
		Vestey Trust Representation	<p><i>"I did a lot of research. I had to go back almost a hundred years in history to find my answer. You may have heard of the impenetrable Vestey Trust. One tax department expert said it was like trying to hold rice custard to penetrate this Trust."</i></p> <p><i>"So you have a caveat saying you owe money to this trust. Doesn't own anything. It is owed. And the trust then ties up all of your equity in any property. It's a friendly creditor. And that way you're in control of the equity of your property because you've registered it first. So any other equity that comes after the first mortgage is paid, you now stand in line and you have an early warning system. You're in control of that equity there."</i></p> <p><i>"So what we're going to do is use legally binding paperwork. First of all a "Deed of Trust" is set up. That sets up your friendly creditor. Your trust that doesn't own anything. It is owed. A "Deed of Acknowledgement" reinforces that that debt is owed. An "Equitable mortgage." "Equitable" means "unregistered." So it is a mortgage – very normal kind of a mortgage. Don't have to register mortgage. Mortgage just shows that a debt is owed. But that mortgage is recognised with a caveat lodged on the title. Caveats don't state an amount. It just says that money is owed to this trust. We have a "Deed of Assignment" assigning your net worth across to the trust however you're holding your wealth. A "Promissory Note" in law is like an IOU. It reinforces that there's a debt there. And ultimately a "Caveat." The caveat – beware or be warned – is lodged on the title to tell the whole world as public record that money is owed to this trust."</i></p> <p><i>"It's very flexible as you grow. So you only need to set this up once. It adjusts with your wealth. It's a lifetime journey and this one trust protects all of your assets. Soaks up your equity. No matter how big you grow you remain that small target. And you only have to set this up once. It protects your business, assets, all of your personal assets like your personal property, as well as real property. And any portion or equity or share you have in anything of value basically. So what can it protect? Basically, I</i></p>

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
			<p><i>reverse engineered every way from my debt collection days – every way you would get at someone’s wealth I made sure that it was blocked off.”</i></p> <p><i>“So it is the impenetrable Vestey Trust built around you. And that’s to have your back for your lifetime.”</i></p>
		Authority Representation	<p><i>“Next question that often comes up is, is there a legal precedent for this? Yes. It’s a full court of the Federal Court of Australia. So Australia wide jurisdiction. In a matter of Sharrment and the Official Trustee in Bankruptcy. So that’s on Appeal. Three judges. What happened then was the worst and that was that bankruptcy occurred. And then what happened was that the Trustee in Bankruptcy went up to the Federal Court and said, “Oh, this trust is a sham. It’s all a scam. And no money has changed hands.” And the Court said, “No. This was set up at a time when they were solvent before bad stuff happened.” And it stood up in that respect. So that’s on Appeal Australia wide jurisdiction.”</i></p>
4.	<p>Video was made available as an online live stream on 17 March 2021. Video could be viewed by consumers who had registered to view the video. Consumers could register for free.</p> <p>Document ID: 1050240.001.001.0016</p>	No Equity Representation	<p><i>“Now these homeowners can still get on the front foot with this. Prevention is far better than cure. What if they could come in before it hits the fan, before they go through the legal system and before anything goes wrong? What if you could identify them and help them, buy the property off them now or navigate a way through with them for a win-win before it goes through to the keeper? Because unfortunately, once it goes through the system, it’s below the line stuff, there is no control. Banks, lawyers, everyone eats up any equity that’s left in the property, and those bills get loaded. ... What I want to do is, this problem is massive, it’s national, Australia-wide, I want to empower you to be able to go out there, identify other people in the system in need of help, and give you the tools and the knowledge to be able to help them.”</i></p> <p><i>“The way that the system works is that the banks, the lawyers, the powers that be take everything, the equity, there’s nothing left over for anyone else. Now the homeowner, as you rightly would have pointed out, had a couple hundred thousand dollars equity in this property, so a far more fair and more equitable way to do it is the way that we do it, and what Ray did for the homeowner here. Ray steps in, he buys the property. The bank only get then what they’re owed. They get their \$295,000 back.”</i></p> <p><i>“So in this situation, you’re helping the homeowner stem the flow and get out of a difficult situation. You’re helping yourself and you’re fast-tracking it for the bank as</i></p>

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			<p><i>well. So if all this was set up for you by us, could you see yourself doing these sorts of deals? These ones are my favourite because your profit is coming from the bank's loss in the deal."</i></p>
5.	<p>Video made available online during the period 28 July 2021 to 21 December 2021. Video could be viewed by consumers who had registered to view the video. Consumers could register for free.</p> <p>Document ID: 1050240.001.001.0003</p>	Vestey Trust Representation	<p><i>"You may have heard of the impenetrable Vestey trust."</i></p> <p><i>"So, what we're going to do is use legally binding paperwork."</i></p> <p><i>"It's very flexible as you grow, so you only need to set this up once. It adjusts with your wealth. It's a lifetime journey and this one trust protects all of your assets. Soaks up your equity and no matter how big you grow; you remain that small target and you only have to set this up once. It protects your business, assets, all of your personal assets, like your personal property, as well as real property, and any portion or equity or share you have in anything of value, basically. So what can it protect? Basically, I reverse engineered every way, from my debt collection days, every way you would get at someone's wealth, I made sure that it was blocked off. ... It will protect your cash in a bank, it will protect shares, it will protect vehicles, other chattels, your income, basically anything of value, and ultimately your family's future."</i></p> <p><i>"this one trust protects your worldwide wealth."</i></p> <p><i>"So how it works is you give us your particulars, you tell us where you're at, what's the lay of the land. You're the client, basically. You say, "This is where it's at. This is what I want to guard against. This is what I want to be in control of," and I'm then on your team, your mentor for your control, and then I set my mastermind team of experts and professionals into action for you to make sure we've got your back, that everything's ringfenced, that you're in control, you're a tiny target and that we're able to react and have your back no matter what happens. So the benefits of this are it's custom built, it's tailor made for you and your situation."</i></p>

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		Authority Representation	<p><i>"Next question that often comes up is, is there a legal precedent for this? Yes. It's a Full Court of the Federal Court of Australia, so Australia-wide jurisdiction, in a matter of Sharrment and the Official Trustee in Bankruptcy, so that's on appeal, three judges. What happened then was the worst and that was that bankruptcy occurred, and then what happened was that the Trustee in Bankruptcy went up to the Federal Court and said, "Oh, this trust is a sham. It's all a scam and no money's changed hands," and the Court said, "No. This was set up at a time when they were solvent, before bad stuff happened," and it stood up in that respect. So that's on appeal, Australia-wide jurisdiction."</i></p>
6.	<p>Video was made available online during the period July 2021 to February 2022.</p> <p>Document ID: 1050240.004.001.0274</p>	Vestey Trust Representation	<p><i>"You may have heard of the impenetrable Vestey trust."</i></p> <p><i>"So we've set up a trust and this particular trust is going to lodge a caveat on the title to any property that you own. Any other assets that you own as well, but let's just look at property now. So you have a caveat saying you owe money to this trust. Doesn't own anything, it is owed, and the trust then ties up all of your equity in any property. It's a friendly creditor and that way you're in control of the equity of your property because you have registered first. So any other equity that comes after the first mortgage is paid, you now stand in line and you have an early warning system, you're in control of that equity then. So how do we set that up? And what we want to do here is we don't want to lend the trust 300,000, borrow it back or have money moving, we want to effect this quickly and easily to protect you now. So, what we're going to do is use legally binding paperwork."</i></p> <p><i>"It's very flexible as you grow, so you only need to set this up once. It adjusts with your wealth. Protects all of your assets, soaks up your equity and no matter how big you grow you remain that small target, and you only have to set this up once. It protects your business, assets, all of your personal assets, like your personal property, as well as real property, and any portion or equity or share you have in anything of value, basically. So what can it protect? Basically, I reverse engineered every way - from my debt collection days, every way you would get at someone's wealth, I made sure that it was blocked off."</i></p> <p><i>"this one trust protects your worldwide wealth."</i></p> <p><i>"So it is the impenetrable Vestey trust built round you and that's to have your back for your lifetime."</i></p>

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
		Authority Representation	<p><i>“Next question that often comes up is, is there a legal precedent for this? Yes. It’s a Full Court of the Federal Court of Australia, so Australia-wide jurisdiction, in a matter of Sharrment and the Official Trustee In Bankruptcy, so that’s on appeal, three Judges. What happened then was the worst, and that was that – that bankruptcy occurred, and then what happened was that the Trustee in Bankruptcy went up to the Federal Court and said, “Oh, this trust is a sham. It’s all a scam and no money’s changed hands,” and the Court said, “No. This was set up at a time when they were solvent, before bad stuff happened,” and it stood up in that respect. So that’s on appeal, Australia-wide jurisdiction.”</i></p>
7.	<p>Video was made available as an online livestream on 14 August 2021. Video could be viewed by consumers who had registered to view the video. Consumers could register for free.</p> <p>Document ID: 1050240.001.001.0004</p>	Vestey Trust Representation	<p><i>“Now, I had to go back over a hundred years of British case law to find my answer. It’s this guy, Lord Vestey. ... Reason that it’s so famous is that over the next hundred years, the British Government mounted attack after attack on that Trust, famously trying to pierce at it and get at the assets and the wealth. And every time, they failed. It went on appeal to the highest courts in the land over and over again and they were unable to get at the assets. So, it became known as the impenetrable Vestey Trust. What it did was it stood the test of time and it preserved the Vestey’s wealth so that they passed it on for generations.”</i></p> <p><i>“So, how this works is, you’re going to set up a Trust. Now, unlike any other Trust, this is called a Vestey Trust. ... It’s owed money. This is a creditor, someone who’s owed money and it’s your friendly creditor. You owe this Trust money.”</i></p> <p><i>“So, how do we affect this for your situation? This is done with legally binding documentation. So, putting it all together, we have a Deed of Trust. That is a document that sets up your friendly creditor, your Vestey Trust. Your entity that is going to act as a shield in all of this.</i></p> <p><i>The next thing that we have is a Deed of Acknowledgement. Deed’s just like an agreement, so it acknowledges that money is owed to that Trust. There’s an equitable mortgage. Equitable means unregistered, so it’s an unregistered mortgage, perfectly normal legal concept. It’s not registered on the title. It’s a binding mortgage. It’s noted on the title with a Caveat. A Deed of Assignment assigning your net worth across to the Trust. A Promissory Note in law, that’s like an IOU. It reinforces that a debt is owed.</i></p>

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
			<p><i>And finally, the Caveat. So, that appears on the title that locks in the position for indefeasibility of title to shore up the equity and that is your early warning system. That's your layer of protection that says to the whole world all of the equity in this property is already spoken for."</i></p> <p><i>"This one Trust protects your worldwide wealth and all of your assets. So, only one Trust for business, personal, everything that you have no matter how you are registered as owner or who's on the title doesn't matter. This can protect it and have your back."</i></p>
		Authority Representation	<p><i>"This has been tested in a Full Court of the Federal Court, so this concept. Now, it's a case called Sharrment v The Official Trustee in Bankruptcy. And what happened was this was all set up in good times for structuring and asset protection and then, the worst happened. So, there was actually bankruptcy, and the Trustee in Bankruptcy went to the Court and it went on appeal. So, the Federal Court is Australia-wide jurisdiction, a higher court, an appeal court, three judges. And what happened there was the Trustee in Bankruptcy said, "This is all rubbish. No money changed hands. This was set up to defeat creditors." So, what they wanted the Court to do was remove any money that went back to the Trust and said, "Give it to us in bankruptcy." And the Court said, "No. This was set up for a legitimate purpose, way before any bad stuff happened and the owner of the assets has the right to do that and indefeasibility of title, whatever happens first, whatever comes first is upheld." So, it stood up on appeal Australia-wide in that case."</i></p>
8.	<p>Video was made available online during the period 3 February 2022 to 8 November 2022.</p> <p>Document ID: 1050240.004.001.0106</p>	No Equity Representation	<p><i>"The problem with that obviously is the way that the system deals with debt because it's a very slippery slope once the bank takes possession. People do have equity left in properties, but the problem is that when banks repossess, everything gets eaten up with fees and charges, default rates, legal costs, and it's a fruitless exercise for the homeowner. They've lost control and they haven't saved or preserved their equity in property."</i></p> <p><i>"And the homeowner had significant \$220,000 equity in the property. So the bank's moving in. And what happens in the system is that everything gets gobbled up by lawyers and fees and charges, the homeowner's completely lost control. How an equity deal works is the homeowner stays in control. And with the homeowner in control, yeah, the bank's owed some money, but they only get what they're owed. ... But it's a win-win for you and the homeowner, and the bank gets paid as well."</i></p>

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
			<p><i>Otherwise, the system means that when the homeowner loses control, that equity gets taken up and eaten up in fees, charges, penalties, default rates, legal fees, real estate agents, professionals, everyone else gets their snout in the trough. Can you see how this is far more effective, and a system like this helps you profit whilst also helping other people? That's an equity deal, where there's change or money leftover in the property, the homeowner staying in control helps them preserve as much as possible, and the bank only gets what they're owed."</i></p>
9.	<p>Video was made available online during the period 1 June 2022 to 30 June 2022.</p> <p>Document ID: 1050240.004.001.0210</p>	Vestey Trust Representation	<p><i>"So, what you want to do is set up an Asset Protection Trust. Unlike other trusts that you may have that own property, a Discretionary Trust, a Family Trust, a Unit Trust, this trust doesn't own any assets, this trust owed. You owe it money. It is your friendly creditor. ... What you want to do though is you want to owe money to your Asset Protection Trust. Your friendly creditor. So, that will register a Caveat on your title in favour of your trust. And that will soak up all of your equity."</i></p> <p><i>"And that trust effectively as a second ranking creditor that's owed money after the bank, protects all of your equity in that property. So, no money needs to change hands to make this happen. It happens with legally binding documentation."</i></p> <p><i>"You still remain owning the property as you always had. Business as usual, this just creates a buffer around it for protection. This is flexible as you grow. You only need to set this up once. You can still trade, you can do business as usual, nothing will change. You can borrow as usual, and this one trust protects all your assets. Your world-wide wealth. So, what can it protect? I reverse engineered every way that creditors will get to you when things go pear-shaped in times of uncertainty, and I blocked that off."</i></p> <p><i>"There's a lot to lose. You can protect it now. If you have overseas properties, or assets or wealth this one trust protects your worldwide wealth. And if you're getting cash or an income that is exposed and can be attacked by Garnishee. You need to take preventative measures now."</i></p>

No.	Document Details	Representation(s)	Example Statements Relied Upon As Giving Rise to the Representation
		Authority Representation	<p><i>“This has been tested by a full court of the federal court. So, that’s Australia wide jurisdiction. Three judges on appeal. And in that case it was the worst-case scenario. It was bankruptcy. And the trustee in bankruptcy went the court and said this is all a sham. No money ever changed hands and we should take it as the bankruptcy trustee. And the court said, “Well no, this was set up when everything was good. This is what it says. A trust is perfectly legitimate, and this takes precedence over bankruptcy which happened later.” So, it stood up nationally, on appeal even against a trustee in bankruptcy.”</i></p>
10.	<p>Date of web capture: 29 June 2022</p> <p>Document ID: 1050240.004.001.0415</p>	Vestey Trust Representation	<p><i>“Asset Protection Service Protect Your Assets, Grow Your Wealth And Leave A Legacy.”</i></p> <p><i>“The Asset Protection Trust System Your documents are prepared for you. Your asset protection structure is designed to protect your wealth throughout your lifetime.”</i></p> <p><i>“Safeguard Your Wealth While You Profit Safely Stop Creditors From Touching Your Most Important Assets. Your Family Home Quarantine your home from creditors, even if you owe money on your property.”</i></p> <p><i>“What is the Asset Protection Trust System? Asset Protection Trust System is a legal way to protect your wealth throughout your lifetime. ... An Asset Protection Trust offers many benefits. It prevents creditors from touching your assets in the event of financial hardship. It protects and safeguards your assets, both at home and abroad. And there are also some tax benefits.”</i></p> <p><i>“What’s included in an asset protection plan? An asset protection plan is a blueprint that secures your assets in times of crisis. It stops creditors from taking what you own.”</i></p>

### ANNEXURE B: Program Materials

No.	Document Details	Representation(s)	Example statements
<b>MWC Program</b>			
1.	<p>Video made available online during the period April 2017 to August 2022, on a secure portal made available to MWC program participants. Video could be viewed by participants who had registered for the MWC Program.</p> <p>Document ID: 1050240.001.001.0076</p>	Vestey Trust Representation	<p><i>“And that’s when I did my research, had to go back over a hundred years to find it, but a guy called Lord Vestey did it. He set up a trust that became known as the Impenetrable Vestey Trust. No one could attack it and no one could get through it and it went to the highest Courts in the land. ... So, I’ve drilled down. I’ve researched all of that and I’ve applied that to Australian and Global law to protect your worldwide assets.”</i></p> <p><i>“Okay, so let’s just run through what I’m going to be doing for you as part of this package. Remember, this package is for life. What I’ll be doing then, is building an invisible force field around all of your wealth as it currently stands. We’re not going to change anything. We’re not going to change ownership. We’re not going to undo what’s already there. Everything stays as it is. Business as usual. It won’t change anything for you except it will stop anyone getting through and attacking what you have.</i></p> <p><i>So, what you’re going to get is the Vestey Trust built from the ground up around your assets. That will protect everything you have for your lifetime.”</i></p>
		Authority Representation	<p><i>“Remember, we talked about the case, the Full Court of the Federal Court case where this has been tested of Sharrment. In the Sharrment case, one of the reasons that they succeeded, and the Trust stood up was because it was set up six years before anything went wrong. If you’re wanting to set it up when you’ve already been sued or bad stuff is happening to you, it’s probably too little, too late. You need to have set it up beforehand.”</i></p>

No.	Document Details	Representation(s)	Example statements
2.	<p>Date: 2018</p> <p>Document ID (webpage captures): 1050240.001.002.0218 1050240.001.002.0219 1050240.001.002.0220 1050240.001.002.0221</p> <p>Document ID (embedded video): 1050240.001.001.0071</p>	Vestey Trust Representation	<p><u>Webpage</u></p> <p><i>“An ounce of prevention is better than a pound of cure – Master Wealth Control is an asset protection system that comprehensively protects all of your wealth when you need it ...”</i></p> <p><u>Embedded video</u></p> <p><i>“Congratulations on taking action to protect everything that you have”</i></p> <p><i>“We’re going to set up your trust as a shield ... so as to protect what you own ... we’re just going to protect you and make you a very small target”</i></p>
3.	<p>Period published: 24 April 2020 to 28 February 2021</p> <p>Video made available online during the period 24 April 2020 to 28 February 2021. The video was accessible via a secure portal, and could be viewed by participants who had registered for the MWC Program.</p> <p>Document ID: 1050240.001.001.0073</p>	Vestey Trust Representation	<p><i>“So we set up this trust that’s off the radar and we owe this trust money. The trust registers a caveat on the title to all our properties, however they’re held. Doesn’t matter who the owner is. The trust is our friendly creditor and it gets there first before anyone else can and it soaks up all of the equity. So the equity is in the vault and the trust is registered as a friendly creditor, second in line to soak up all the equity so no one else can take any, and the trust sits there as your equity gets bigger and bigger over time.”</i></p> <p><i>“Now, no money has to change hands to make this happen. We do it with legally binding documentation.”</i></p> <p><i>“Ownership doesn’t change, business as usual, you won’t even know this is there, it’s an invisible force field. It is flexible as you grow. So if you want to sell an asset or refinance, you can pull a caveat off with 24 hours’ notice. Think of it like opening a gate. Loading up with debt, you can let in a different first mortgagee or pull out more equity, you’re in control. You put the caveat back and you block anyone else getting through. And you only need to set this up once. This one trust protects all your wealth, your worldwide wealth, no matter how you hold it, in a company, in your own name, with your brother or sister or whoever’s registered on title, doesn’t matter, the force field covers it all. So it’s designed to block off any routes that a creditor, someone you owe money to, would have to attack you, so it protects property, real estate, which we’ve talked about. ... It protects anything of value, basically, and it protects your family’s future.”</i></p>

No.	Document Details	Representation(s)	Example statements
			<p><i>“You have the knowledge and the understanding, you’re empowered now to build a force field around everything that you have so that you can’t ever lose it.”</i></p>
4.	<p>Date: 11 March 2021 Document ID: 105240.001.002.0305</p>	Vestey Trust Representation	<p><i>“Congratulations! You have invested your time and resources into safeguarding your future and your assets are now fully protected.”</i></p> <p><i>“Other assets that are exposed to claims by creditors are your personal goods, chattels and effects – anything that is owned in your name! This includes electrical and computer items, shares, cash, cars and your interest in your personal earnings income. All of this can be protected quickly and easily through the asset protection trust mechanism.”</i></p> <p><i>“The main objective of the Asset Protection Plan is to prepare for what might happen if some unknown event takes you by surprise. You want to consolidate what you have and protect your properties (both current and future). You want to block off any avenue of recourse a potential future creditor may have against you, leaving the equity in your assets fully protected. We want to separate you as an individual from your wealth (so there is no equity in you assets for creditors to get!). We have reverse engineered things to look at where you are open to attack from creditors. The strategies that we will now outline for you will seal off that exposure.”</i></p> <p><i>“We can act now to protect all your equity in your present and future property and your other wealth quickly and easily through a Trust, Equitable Mortgage and Caveats.”</i></p> <p><i>“The result is that anyone looking at your equity as an avenue of claiming a debt from you will find it impossible to recover. The upshot is that you still own everything, it is all 100% “under finance” so that the equity available to creditors in your assets is zero.”</i></p> <p><i>“...the Trust is an inactive, dormant vehicle and its sole purpose is to protect you – it acts as a shield or forcefield and will never own assets.”</i></p>

No.	Document Details	Representation(s)	Example statements
5.	Date: 21 June 2022 Document ID: 1050240.004.001.0414	Vestey Trust Representation	<p><i>“But what if there was a way of protecting your wealth and of stopping it from being stripped away in times of crisis? What if you could lock your assets in an impenetrable vault away from the demands of creditors? This is where the DG Institute’s Master Wealth Control program can help.”</i></p> <p>The MWC Program <i>“allows you to turn yourself into a ‘man of straw’ unable to be effectively pinned down by creditors. The combination of our Vestey Trust System, a testamentary will, access to ongoing legal support and a personalised asset protection plan gives you maximum peace of mind. In combination these tools help to protect your property and other assets from threats including divorce, negligence claims, contract disputes, loss of income, and personal guarantees on loans.”</i></p>
6.	Date: 7 July 2021 Document ID: 1050240.001.002.0206	Vestey Trust Representation	<p><i>“Congratulations once again on taking this important step towards securing and protecting the wealth you’ve worked so hard to build.”</i></p> <p><i>“You have taken control of your destiny and with my support you’ll have a time-tested, proven, airtight system that will protect any assets that are important to you.”</i></p>
7.	Date: undated Document ID: 1050240.002.001.0070	Vestey Trust Representation	<p><i>“I quickly readjusted and I set about protecting everything I had to make it bulletproof. I researched the subject thoroughly and reverse engineered my vast knowledge on how to attack people and take their wealth in order to build myself the best possible defence and shore up my worth so that no one could touch it.”</i></p> <p><i>“What we need to do then to protect ourselves is to create a trust whereby we essentially control that entity and that entity then registers an interest on the title to our property. This protects our equity. We are still the owners of the property however our trust holds an unregistered second mortgage and registers this interest on the title and that sucks up all the equity in the property.”</i></p> <p><i>“So what you want to do is to turn yourself into a stone – or a man of straw. It is fine to get a judgment against you and it is fine for the lender to chase you but at the end of the day you have nothing of value, no assets and no income.”</i></p> <p><i>“If we grant an equitable or unregistered mortgage to our trust and the trust then registers a caveat on the title, we can prevent anyone else registering or claiming an interest in our equity. Indefeasibility of title means that once our trust registers on the title it can control the equity remaining in the property. What we are doing is</i></p>

No.	Document Details	Representation(s)	Example statements
			<p><i>asserting control and blocking out anyone else who wants to try and register on our title after us.”</i></p> <p><i>“What we want to do then with our asset protection is, in effect, mortgage all of your equity to a trust and that trust will then register a caveat on the titles to each of your properties to represent that mortgage interest. The caveat (noting an ‘equitable’ or unregistered mortgage) will sit there compounding and will soak up all remaining equity so that there is nothing else for others to take. Any other creditor who comes along and tries to attack your wealth or your equity will be in the same position as Westpac was in our example – they can take out whatever is left after our trust (who registered earlier and has an indefeasible interest) has been paid out in full to its satisfaction.</i></p> <p><i>In addition, all of your clothing, jewellery, motor cars and any personal property of value would be assigned and transferred to the Trust.</i></p> <p><i>You do not transfer ownership of your real estate to the Trust because you would have to pay stamp duty on the transfer and you would have to get the lender’s consent which would mean a new loan application and approval. Lenders will not agree to this, so by way of an equitable mortgage you transfer your equity in the property to your Trustee and we register a caveat on the title to your real estate to protect the Trustees [sic] interest in the property.”</i></p>