3 Ministerial Intervention - 3 - Submissions and Affidavit Timeline

Requests

Remove Incitement to Violence Materials

Request 1 • All Incitement Media Items Removed from Publication Immediately (see attached schedule of 15 links / public placements)

Reasonable and should be granted because:

1.1 The 15 placements are live incitement items. Each tells the public to treat the subject as a police matter where no police matter existed. AFFA — no formal complaints ever existed. EVID — police records showing zero complaints related to any events.

1.2 The operating method is industrial: send the article to any new client, supporter, investor or venue the moment contact starts. That is stalking, sabotage and economic cutoff, not commentary. AFFA — send-to-new-contact technique. EVID — [drop the send proofs].

1.3 Leaving the items up keeps the inheritance-theft cover in force and keeps cutting income, housing, venues and the legitimate band / resort network. Immediate removal is the minimum net that takes the weapon offline. AFFA — ongoing cutoff. EVID — schedule of 15 still-live placements.

Appropriate to use ministerial power because:

1.A1 Ordinary complaint and takedown paths left the 15 items live. A publisher-by-publisher argument cannot stop a pack that is forwarded to every new client, supporter, investor and venue. AFFA — items still in publication. EVID — attached schedule of 15 links.

1.A2 The publication is not a private insult. It is a public directive to contact police / SWAT on zero complaints, which turns strangers into a reporting weapon and contaminates housing, income, AML/KYC and venue access. That is the exact class of statewide, cross-agency harm ministerial power exists to cut. AFFA — zero complaints. EVID — police records showing zero complaints related to any events.

1.A3 The same pack is the cover for the family theft and threat sequence, including “I could have you killed for 5000” and “don’t make this any worse for yourself.” Ministerial grant is the clean removal of the incitement layer so the real resort / band / island work can run as a legitimate happiness engine, not the smear version. AFFA — threat sequence. EVID — PR consultant’s connection to the aunt and the threat delivery.

1.A4 Takedown was asked. It was ignored.

1.A5 An injunction was sued for. Costs were ordered against him. The items were left up.

1.A6 Defamation was sued. The case was rigged.

1.A7 YouTube and Facebook would not take the incitement items down. They pulled down the profiles that held the exculpatory evidence. EVID — YouTube.

1.A8 eSafety was notified and treated the harm path as acceptable. EVID — letter. Ordinary paths are exhausted. The 15 remain live. That is why the request is here.

Necessary because:

1.N1 Every day the 15 stay up, the same pack can be forwarded again. Grant is removal, not a debate about tone.

1.N2 The most emotive copy is followed by “went to reception.” That beat produced two copycat fake stories: go to reception, get them kicked out. First time: restricted access to the best market for music in the world. Second time: backup was brought to force a violent break-in to the subject’s hotel room after the informant used information and phrases they had not been told — including exact age — found only in the articles.

1.N3 eSafety was informed of that effect from a video left online. The outcome was the firing of the person who assessed the complaint and ignored the required action under the eSafety Act. EVID — eSafety letter.

Damaging if refused:

1.D1 Refusal leaves a public “contact police / SWAT” switch in other people’s hands and keeps the smear version of the empire in circulation instead of the real one.

Request 2 • Social Media profile access restored to retrieve hidden exculpatory evidence directly related to and supportive of these requests

Reasonable and should be granted because:

2.1 All social-media profiles and business pages of the targets were logged into, reported, and taken down. Those pages held more than ten years and thousands of conversations that are key exculpatory evidence that the articles and the judgment are fake. AFFA — 10+ years of conversations on the taken-down profiles. EVID — YouTube / platform takedown records.

2.2 The ask is narrow: reinstate the profiles, or surrender the actual total contents of those profiles and pages, for use in exoneration of these requests. That is retrieval of existing evidence, not a new platform privilege.

2.3 The wipe came after Patricia — the family PR consultant — resumed harassing following business progress in October 2025. All profiles went after a nefarious login and reporting in that period. Timing is the point. AFFA — October 2025 harassment then wipe.

Appropriate to use ministerial power because:

2.A1 Ordinary paths already failed on the same platforms. YouTube and Facebook would not take the incitement items down, and they pulled the profiles that held the exculpatory evidence. EVID — YouTube. A user-to-platform ticket cannot recover a coordinated login-and-report wipe.

2.A2 The hidden material is not a private souvenir. It is the evidence that the live 15-item incitement pack, and the defective judgment used to stamp it, are false. Recovering it is part of cutting statewide harm already put to this office in Request 1.

2.A3 The same family-PR actor who seeded the 24 July 2015 hunt is the actor on the 2025 wipe. Ministerial power is the fit tool where a private reporting run has buried the defence file.

Necessary because:

2.N1 Without the profiles or a full contents surrender, the exoneration file is missing the contemporaneous conversations that contradict the articles. Grant is access or surrender, not a debate about tone.

2.N2 Every day the contents stay locked, the 15 items stay live with no matching defence record on the same platforms that deleted it.

Damaging if refused:

2.D1 Refusal leaves the smear pack in public and the contradicting conversations in a locked account the family-PR side just had pulled down.

2.D2 Refusal lets October 2025 harassment complete the job: progress starts, Patricia returns, the evidence pages vanish, the incitement pages remain.

Restore Travel Status

Request 3 • US travel status restored (vacate removal orders, terminate political asylum application)

Reasonable and should be granted because:

3.1 The US asylum claim was a credible-fear hold after Kittie asserted protection first at inspection. CBP asked if David felt the same. He agreed. CBP detained because if they sent them back and something happened it would be CBP's fault. That was not an event-crime sentence. It was an ICE-contract hold. Yuba County was a contracted holding centre. Kittie was not sent straight back. She stayed two weeks. He was held October 2019 to 6 January 2020. AFFA — inspection / CBP sequence / ICE-contract hold.

3.2 The fear was of a false Australian case seeking life imprisonment, being tampered with by Michael Rollinson — the same lawyer who helped the media defendant rig the Sydney defamation hearing, now disbarred — and of the fake-article pack Nine then told him to quote, which did not describe the danger. Those Australian cases are now all dismissed or discontinued. The complainant admitted under pre-trial examination in October 2020 to lying about the whole thing. The false case was discontinued in March 2021. AFFA — AU cases dismissed or discontinued / complainant admission. EVID — discontinuance / pre-trial record.

3.3 The US government attorney used fake Article 4. Those articles interfered with the protection claim and produced the return and the 10-year ban even though the fears were proven credible. That is an incredibly unfair and sustained restriction on a musician who was first stolen from, then smeared, then falsely prosecuted to cover the theft. AFFA — articles in the hands of the US government attorney / 10-year ban after return 6 January 2020.

Appropriate to use ministerial power because:

3.A1 An application to reopen, vacate the removal orders, and terminate the proceedings is already on the San Francisco Immigration register. This request is urgent escalation of that file, and notice that the Australian record now shows dismissed or discontinued prosecutions, so the US orders can be vacated and ESTA / B-1 / E-2 assessed without the smear restraint. Those visas are to be assessed on their own merits.

3.A2 The San Francisco registrar, after a brief telephone conversation two months ago, said the two Australian files rang a bell and that he would email. He has not. Ministerial notice to that registrar, and DFAT / Home Affairs representations to the US, are the exact levers ministers use when a foreign removal is still running on a home-state case that has since collapsed.

3.A3 An Australian minister cannot sit as a US immigration judge. A minister can put the discontinued Australian record, the Rollinson / Sydney-hearing rigging, and the article-interference on the US file so the already-lodged reopen is not left as an unanswered clerk's note.

Necessary because:

3.N1 Every month the ban sits, the same fake pack remains the US attorney's exhibit and the musician cannot work the rooms, teaching dates, or investor meetings the empire requires. Grant is escalation and representations, not a new asylum story.

3.N2 ESTA can heal first: a visit as a teacher, the old fun spots, as a free uninterfered-with person, to set a new tone. B-1 / E-2 then to improve entertainment and tourism in a way that benefits both economies. That sequence is available only if the removal orders are vacated and the asylum proceeding is terminated so it no longer blocks the ordinary visas.

Damaging if refused:

3.D1 Refusal leaves a 10-year market lock on a man whose Australian prosecutions are gone, whose fears were credible, and whose US file still holds the articles that caused the return.

3.D2 Refusal tells every later AML desk and land agent the ban is the verdict. It is not. It is the leftover of a smear-and-prosecution cover that Australia has already dropped.

Award Compensation

Request 4 • $2,577,547 – Loss of Music Base and Income – BONTON

(949 weeks from 1 July 2008 to 10 September 2026. Rent paid in vain $450/week future-valued $963,773. Rent foregone $450/week future-valued $963,773. 8% a year compounded daily. Plus estimated current value of 1/9 Bonton Avenue, Deception Bay $650,000. Total $2,577,547.)

Reasonable and should be granted because:

4.1 $2,577,547 is the true quantified loss of the music base and income at 1/9 Bonton Avenue, Deception Bay. Current estimated value of the inherited property is $650,000. Rent was paid in vain from July 2008 at an average $450 a week after family refusal, then fraud on the court, displacement into renting, while they rented it again and kept the money. Rent was not earned at $460 a week from July 2008. Interest at 8 percent compounding daily runs on both the rent that would have been retained and the rent that would have been earned. AFFA — Bonton inheritance / rent paid in vain / rent not earned from July 2008. EVID — title / RTA / rent records.

4.2 The chain is government-assisted: trust account, business licence, non-transfer with the will; then police intimidation; fraud on the court; fraudulent titles transfer to swap the property for cash and pilfer; media smear to cover it. The business on the site was used for crime, threats and theft that were not investigated. A warrant for possession was obtained by frauds on the court. The titles office then completed the displacement. AFFA — titles-office fraud / warrant by fraud on the court / police intimidation.

4.3 That loss was put through QLD courts, NSW courts, the Supreme Court, the tourist business licence path, and eSafety. It was not recovered. The figure is what remains after those failures, not a first ask.

Appropriate to use ministerial power because:

4.A1 Ministers already hold act-of-grace, victim-assist and state-assurance levers for crime-ridden loss where the agencies that should have stopped it were the agencies that assisted it. A further writ to the same courts that failed is not the remedy. This office is.

4.A2 Police intimidation, uninvestigated threats and theft from the business, titles-office fraud, and fraud on the court to obtain possession are not a private family quarrel. They are public-office failures across QLD, NSW and the Supreme Court. That is the class of statewide harm ministerial compensation exists to meet.

4.A3 The live media pack is the cover for that taking. Request 1 takes the cover offline. Request 4 pays the loss the cover was built to hide.

Necessary because:

4.N1 Bonton was the music base. Without the base, the band / resort / island engine has no inherited ground and no retained rent. Grant is payment of the quantified file, not a debate about tone.

4.N2 Every further year unpaid adds compounding at the same 8 percent and leaves the fraudulent title and the smear in possession of the benefit.

Damaging if refused:

4.D1 Refusal leaves the takers with the property, the rent they kept, and the media cover, and leaves the beneficiary in the displacement the titles office and the warrant completed.

4.D2 Refusal tells every later AML desk and land agent the $2,577,547 never existed. It did. It is rent paid in vain, rent not earned, interest, and a $650,000 inherited music base removed by fraud and left unremedied by every court that was asked.

Schedule to Request 4:

$650,000 – 1/9 Bonton Avenue, Deception Bay – estimated current value

$427,050 – rent paid in vain @ $450/week × 949 weeks (1 July 2008 – 10 September 2026)

$427,050 – rent income foregone @ $450/week × 949 weeks

$1,073,447 – compound interest at 8% a year, daily, on rent paid and rent foregone (family theft of inheritance, sell, pilfer and cover-up)

$2,577,547 – total

Note – a small amount later recovered from the estate was taken by Nine the following year through abuse of process / fraud on the court. Proper allocation of that sum is dealt with in a later request and is not deducted here.

Request 5 • $2,054,000 loss of income March 2015 Bikini Concert Beachwear Fashion and Rock Music launch event (see Submissions, Affidavit, Evidence and Schedules for detail)

Reasonable and should be granted because:

5.1 $2,054,000 is the true income lost when the March 2015 Bikini Concert — beachwear fashion and rock-music launch — was assassinated by media. An active team of 20 promoters, training packs in hand, was selling at $79 a ticket, 10 a day, toward a confirmed Marriott venue, with the intended upgrade to Metricon once the pitch was accepted on the back of that training and momentum. AFFA — 20 promoters / $79 ticket / Marriott confirmed / Metricon upgrade path. EVID — submissions, affidavit, schedules.

5.2 The method was already proven. Auchenflower Hall: 7 bring 7 produced 50+ in the hall. Late November 2014 Kittie brought 10. With a pay element she brought 10 to the music lounge and the room was 35. The same 20 were meeting and training for the stadium pitch as proof of capability, and in any case training to run interim monthly proof-of-concept events at the Marriott. AFFA — Auchenflower 7-bring-7 / Nov 2014 Kittie +10 / music lounge 35.

5.3 Reasonable venue and insurance cost for the Friday 16 October afternoon sunset event was to be paid from drink sales. That cost is not deducted from this ask. The $2,054,000 is ticket income the smear cut off.

Appropriate to use ministerial power because:

5.A1 The event was defeated by a Gold Coast Bulletin journalist's smear, then sued, then blocked from a just outcome by the courts, including credit-card fraud at the Supreme Court used to put the appeal out of time. A citizen's ordinary redemption methods — court, Supreme Court, appeal — were used against him. That is why the ask is here.

5.A2 Ministers already hold act-of-grace and compensation levers where a media-backed hit plus fraud on the appeal path has left a quantified commercial loss unreversed. Another writ to the court that timed the appeal out is not the remedy.

5.A3 This is the same pack as Request 1. The July 2015 seed and the Bulletin hit are the assassination tool. Request 1 takes the tool offline. Request 5 pays the launch it killed.

Necessary because:

5.N1 Without the March 2015 launch income the Metricon pitch, the Marriott monthly proof-of-concept run, and the 20-person promoter engine stop. Grant is payment of the quantified file, not a debate about tone.

5.N2 The training pack and the 7-bring-7 proof still exist. The team does not, because the smear was left standing.

Damaging if refused:

5.D1 Refusal leaves a media-assassinated stadium launch as "an event that never existed" — the exact living-room imputation Nine later took to judgment — and leaves $2,054,000 in the smear instead of in the music engine.

5.D2 Refusal rewards the Bulletin hit, the rigged block, and the Supreme Court credit-card fraud that put the appeal out of time.

Schedule to Request 5:

130 selling days (26 weeks × 5 weekdays)

20 promoters × 10 sales/day = 200 tickets/day

200 × 130 days = 26,000 tickets (Metricon capacity)

26,000 × $79 = $2,054,000

Request 6 • $1,916,800 loss of income June 2015 tuition events

Reasonable and should be granted because:

6.1 $1,916,800 is the pleaded income from the June 2015 Easy Guitar tuition events and promo team in Southport, killed by the same media pack that assassinated the March launch (Request 5) and the 24 July 2015 seed. Further particulars and schedules 9 October 2026.

Appropriate to use ministerial power because:

6.A1 Citizen remedies through court, Supreme Court and eSafety left this income unreversed. Act-of-grace / compensation is the remaining lever.

Necessary because:

6.N1 The tuition engine was the cash path into Temple Island and the promoter team. Grant is payment of the quantified file.

Damaging if refused:

6.D1 Refusal leaves the July 2015 tape as if no tuition business or team existed, and lets the media keep the benefit of malicious destruction of personal income — having avoided remedy with the help of both a corrupted District Court and the Supreme Court registry.

Request 7 • $20,048,695 loss of private island and income from music retreats (income, angel investor value, property value, interest) – TEMPLE

Reasonable and should be granted because:

7.1 $20,048,695 is the pleaded Temple Island loss: retreat income, Ariel Kelly's $150,000 angel pledge, property value, and interest. June 2015 accepted instalment purchase, two payments made, contract live on signing. EVID June 2015 — vendor contract. Island still recoverable until the weekend publications and the 24 July 2015 seed scattered the Bundall recovery group. Further particulars and schedules 9 October 2026.

7.2 The buyer had already invested considerable time and money, setting up communications infrastructure, designs and including in a paid ad campaign that built a strong list of hundreds of clients — many of whom paid and went, over 20 of whom pledged card details for billing once the video promo was presented (that promo was stolen by staff hiding it in reaction to Nine's material), and hundreds of others expressing enthusiasm. The offer of visiting or living at a private island made it very easy to market: very low acquisition cost, very high margin.

Appropriate to use ministerial power because:

7.A1 The vendor kept the paid instalments. The 24 July 2015 and 14 November 2015 pieces then saw to the destruction of that list and that margin. Media intercepts and a defective judgment treated a live purchase as a fake resort. Corrupted court processes to the highest level left no available recovery. This office can.

Necessary because:

7.N1 Temple is the retreat base for the music engine. Without it the $20,048,695 stays in the smear.

Damaging if refused:

7.D1 Refusal leaves that catastrophic financial loss in place — paid clients, pledged cards, and a high-margin island list included — and lets them keep it with a corrupted court system's help.

Request 8 • $3,280,850 Loss of Flagship 'Party Resort' Franchise property based around his music – MARYVALE

Reasonable and should be granted because:

8.1 $3,280,850 is the pleaded loss of the Maryvale flagship (Secret Love Country Party Resort / music-base chattels and land). Schedule of Losses already lists the Maryvale amp, kits, costumes, tools and timber taken after displacement. Further particulars and schedules 9 October 2026.

Appropriate to use ministerial power because:

8.A1 Nine's own later package filmed Maryvale as the "shed" sequel. The property loss and the smear are one taking. Courts did not restore it.

Necessary because:

8.N1 Flagship ground is not replaceable by another writ to the same file.

Damaging if refused:

8.D1 Refusal leaves the $3,280,850 work-and-investment loss in place: flagship ground, chattels and music-base build taken by fraud and by misuse of courts, government resources and television power to intercept his livelihood. That intercept was run for a source who had stolen from him and did not want him left with the legal resources to recover it.

Request 9 • (To be quantified) killing of family pets

Reasonable and should be granted because:

9.1 Family pets were killed in the same theft-and-intimidation sequence, as part of dangling the subject's property over his head to threaten him out of valid proceedings, and after those responsible had seen the emotional harm that caused him. Quantum 9 October 2026. The claim is pleaded now so it is on the file.

Appropriate to use ministerial power because:

9.A1 Killing animals to intimidate an heir and plaintiff is not a civil leftover. It is a harm ministers already compensate when the police file did not.

Necessary because:

9.N1 Waiting for a dollar figure is how this head disappears. Plead it. Quantify on 9 October 2026.

Damaging if refused:

9.D1 Refusal treats the animals as unmentioned and treats the intimidation as complete — and effective in the subsequent fraudulent liquidation of the subject's property up to an amount invented to pay fake creditors, after the estate was turned to cash through AFSA fraud on the court. A false statutory declaration was used to say there was no Statement of Affairs where there was one, twice. That record proved the estate was always solvent. It was discarded so liquidation could be completed and so payment could be made, conveniently, up to a creditor figure AFSA invented to ensure nothing was given back to a solvent victim.

Request 10 • $200,000 QPS 7 April 2022 incident

Reasonable and should be granted because:

10.1 $200,000 is the pleaded head for 7 April 2022 QPS: officers, watch-house, refused footage, Kittie put in the street at 2am in prison garb. Footage requested in court and declined.

Appropriate to use ministerial power because:

10.A1 Police-misconduct compensation is a ministerial and agency lever, not another private complaint to the same service.

Necessary because:

10.N1 The refused watch-house tape is still outstanding. The $200,000 is the holding quantum until 9 October 2026.

Damaging if refused:

10.D1 Refusal leaves unremedied: rape and humiliation of a vulnerable person, then the street at 2am in prison garb, in reaction to the provocative drink-spike/etc. claims alleged in media, that never occurred.

Request 11 • $40,000 VAQ displacement costs incurred 2025 due to housing provider allowing a 'virtuous' drug dealer to take and retain control of the entry to the victim's unit for almost three years in reaction to media material (would quote and shout it as he walked by)

Reasonable and should be granted because:

11.1 $40,000 VAQ displacement costs in 2025. Already pledged by VAQ; still stalled after more than six months. Displacement ran 7 July 2025 to mid-June 2026 into emergency accommodation while rent was still being paid on the principal residence. Housing denied any action until ministerial intervention. The drug dealer was then removed immediately on the same disturbing photographic evidence of violent threats that housing had simply sat on.

Appropriate to use ministerial power because:

11.A1 Victim Assist displacement on this incident is already in-portfolio. Housing moved only after ministerial intervention. The cost of that delay is the same wheelhouse.

Necessary because:

11.N1 The threat was removed by ministerial intervention. The significant cost to the victim of avoiding prolonged violent harm is still outstanding.

Damaging if refused:

11.D1 Refusal leaves the victim with the cost of getting out of the way of violent harm, and leaves housing's inaction against the offender-tenant unremedied.

Note: this secondary layer / emergency-accommodation rent schedule is additional to the primary rent-to-date already pledged and included in Request 4 as rent paid in vain due to fraud on, and deterrence from, the inherited Bonton property, with police and court help.

Request 12 • $423,360 Loss of secondary franchise property and income – MURRIGAL

Reasonable and should be granted because:

12.1 $423,360 is the pleaded Murrigal secondary-franchise loss. Further particulars and schedules 9 October 2026.

Appropriate to use ministerial power because:

12.A1 Secondary ground lost to the same smear-and-agency sequence is the same head as Maryvale and Bonton, at a second site.

Necessary because:

12.N1 Franchise spread dies if only Bonton is on the file.

Damaging if refused:

12.D1 The refusal to deal is seeded in the 2022 piece: agents deterred from accepting his offers by false "behind bars" claims and by grouping him with actual convicted property criminals, so that no deal would go through and the loss would deepen. Unremedied, that material still prevents any property purchase — even where the full purchase price is held in cash.

Request 13 • $62,145 Loss of third franchise property and income – ALPHA

Reasonable and should be granted because:

13.1 $62,145 is the pleaded Alpha loss (10 Milton Street land and build path). Cash was available. Disclosure and contracts were refused after an accepted offer while the block stayed advertised. Further particulars and schedules 9 October 2026.

Appropriate to use ministerial power because:

13.A1 A seller citing the live article pack to block a cash buyer is the Request 1 switch operating on a third site. Compensation follows the block.

Necessary because:

13.N1 Alpha is the current campus / depot ground. Without this head the file stops in 2015.

Damaging if refused:

13.D1 Refusal leaves that material successful in preventing any property purchase — even where the full price is held in cash, as here. Alpha was close-in liquid cash at $22,000 when the subject had $30,000+ readily available. Still no contract after two months, from subsequent AML effects and from the alarm of the 2022 piece. Murrigal was well within serviceability range. Same block, second and third sites.

Request 14 • General compensation for harms

Reasonable and should be granted because:

14.1 General damages for the remaining harms already on this file: death threats the night of 24 July 2015, “Needs to be shot,” knife at Brisbane accommodation, hotel glass break-in, 2022 engineered homelessness, institutionalisation, 10-year travel ban, AML/KYC freeze.

Appropriate to use ministerial power because:

14.A1 These are not a private insult. They are the statewide product of the pack in Request 1 plus the estate theft in Requests 4 onwards.

Necessary because:

14.N1 Heads 4–13 are specified money. Head 14 catches what those rows do not.

Damaging if refused:

14.D1 Refusal leaves the non-property harms as colour instead of a pleaded head.

Collect and Return Personal Property

Request 15 • Search for and collect items listed in the loss schedule

Reasonable and should be granted because:

15.1 The attached Schedule of Losses is the collection list. Childhood at 30 Seaview Parade: cash and a battery charger taken by Jamie. 16–20 June 2008 at 1/9 Bonton Avenue: Ann-Shirley’s chattels looted — framed photograph of Ann-Shirley and son David, bankbook, writings, LPs, record player, chess table, keys, crockery, cutlery, lounge, deck table, mail, beds, cash, jewellery (brooch and ring), sewing machine, both sons’ artwork, and the title deed. Same address, David’s chattels: Toshiba laptop, PC tower, stage costumes, merch, jewelled necklace, about $1,000 cash, magazines, XBOX, pink desk, red ONYX Stratocaster (first electric guitar — irreplaceable), nylon acoustic, black bass, black three-heart acoustic, fridge and drinks. AFFA — Schedule of Losses, attached.

15.2 May 2014, from David's private filing cabinet at Bonton: Shirley's 1986 will, her death certificate, 13 December 2012 property-transfer documents for Bonton, David' s birth certificate, the only private copy of the domestic-violence complaint against Jamie, and the temporary and final DV orders against Jamie. What came back was an empty cabinet, a soiled concert shirt, a dead crow with a bullet hole, empty bottles from the fridge, and bedding. Maryvale then took the crate amp, drum kits, stage costumes, tools, timber, outdoor sets. AFFA — May 2014 cabinet / Maryvale schedule.

15.3 All photos of her were already taken by the time David was invited to her home after her passing. Interestingly, even though Jamie parades himself as a family man on his Facebook — pictures back to when he was 18 — there is not a single photo of his mother, not one "miss u mum" on her birthday. He amd his wife collected hundreds of photos of her and his brother, from her house then hid them. David received none. What did he want all the photos of them for, if only to hide them? — including the photos of just Shirley and David.

Appropriate to use ministerial power because:

15.A1 This is search-and-return of stolen chattels, title documents, and the will file after police intimidation, titles-office fraud, and court failure. Ministers already direct agencies to locate and restore property taken in a crime-ridden estate theft. Another writ to the court that would not return the cabinet is not the remedy.

15.A2 The dated intercepts sit on the same family line Request 1 and Request 4 already put here: 1989 Christmas cash; 1990 red Stratocaster bought by Shirley; June 2008 loot and Ray White rent-out without probate; 2012 illegal transfer papers; May 2014 second loot and sale of the red Strat; 2014 death threat from uncle John, "I could have you killed for $5000"; 7 July 2015 transfer into John's name without probate; 24 July 2015 ambush 38 minutes after the same-day fraud move; April 2016 sale. AFFA — theendofliars.com/clear-the-fake-articles / Schedule of Losses.

15.A3 The live media pack is the cover for keeping the photos, the deed, the will, and the guitars. Request 1 takes the cover offline. Request 15 brings the things back.

Necessary because:

15.N1 Without the will, death certificate, 2012 transfer papers, birth certificate, and DV orders, the estate file is the thief's file. Grant is search, collect, and return, or a written inventory of what cannot be found.

15.N2 The red ONYX Strat, the framed mother-and-son photograph, and the writings are marked irreplaceable. Delay is further conversion.

Damaging if refused:

15.D1 Refusal leaves Jamie with the mother's pictures, the deed, the will, and the first guitar, and leaves David with the crow, the empty cabinet, and the smear.

15.D2 Refusal treats the attached schedule as a grievance list. It is a collection warrant for property taken in June 2008, May 2014, and at Maryvale, still outstanding.

Reverse Fraudulent Title Transfers / Award Compensation to Equivalent Value Included Above

16 • Bonton

17 • Temple

18 • Maryvale

19 • Murrigal

20 • Alpha

Reasonable and should be granted because:

16-20.1 Where these titles can be reversed, reversal is far preferable to money. Posterity, nostalgia and legacy sit in the ground, not in a cheque. Compensation to equivalent value is the fallback only where reversal is no longer possible. Further particulars 9 October 2026.

Appropriate to use ministerial power because:

16-20.A1 Titles offices, AFSA and courts already touched these files. Reversal of a fraudulent transfer is an executive and registry act ministers already use. Another writ to the same court is not the first tool.

Necessary because:

16-20.N1 A paid substitute does not restore the music base, the island, the flagship, the second franchise or Alpha. The title does.

Damaging if refused:

16-20.D1 Refusal leaves five sites in the takers' names and leaves the heir with a number instead of the places the work was built on.

Title Protect / Assist In Heritage List:

21 • Seaview

22 • Moreton

23 • Samson

Reasonable and should be granted because:

21-23.1 These three are Mary Otto's cornerstone places. Youth and community work from age 15 in England — first woman to run her Lancashire youth group, Girl Guides there, service recognised in the Queen's years from 1952 — then the same work in Australia from the 1970s: Girl Guides Deception Bay from 1974, Duke of Edinburgh Award coordination, PCYC, Neighbourhood Centre, History Group and the Deception Bay Heritage Walk. She could not nominate these sites herself. They should still be added to that trail and kept in form. AFFA — Mary Otto community record / Moreton Daily International Women's Day profile.

21-23.2 Seaview housed Mary's family, including her husband Peter, president of the bowls club and active for many decades at the Masonic centre. She called that home her castle. Samson Street is the guide hut where she did the good works, next to the park already named after her. Moreton was the family-holiday base that supported the charitable work, and the jumping-off point for camps and expeditions on the island that gave young people unforgettable self-development. All three are part of the area's history. Particulars 9 October 2026.

Appropriate to use ministerial power because:

21-23.A1 Title-protect and heritage-list are ministerial and council levers. The honourable and noble act is to keep a Queen-recognised lifetime of youth work in the buildings it was done from, not to let them follow Bonton into liquidation.

Necessary because:

21-23.N1 Names on a park and a hut are not enough if the castle, the holiday base and the guide hut can still be sold out from under the trail.

Damaging if refused:

2123.D1 Refusal leaves Seaview, Moreton and Samson on the same fraudulent liquidation plan as Bonton: historic sites turned to cash for personal consumption by people who are already wealthy. That is not a beneficial path. These hallmarks of the area are priceless.

Criminal Investigations / Prosecution of Offenders

Public affidavit: https://theendofliars.com/clear-the-fake-articles/

Further particulars 9 October 2026.

Request 24 • Carole Robins / née Ashworth — Shirley Mary's sister: conspiracy, fraud, corruption

Offence appears to have occurred because:

24.1 Motive: keep Bonton rent and sale proceeds only in the family line that had already looted the house. Opportunity: same lawyer as Shirley; Ray White Rothwell rental she oversaw; commission on the rent. Capability: control of the agency path and attempted control of the 2016 sale proceeds through declare personally funding legal enforcement of fraudlent invoice against victim.

Elements — Criminal Code 1899 (Qld) s408C fraud (dishonest application of property / gain of a benefit / causing of a detriment) and s541 conspiracy:

24.2 (1) Act — With Jamie and Dee; rental without probate; "it's just something nice to have" as to rent; 2014 resume of the rental after the second loot; 2016 control of sale proceeds. (2) Property of the estate, no grant of probate. (3) Dishonesty — she knew there was no probate, its requirement by law and still took the benefit.

Beyond reasonable doubt because:

24.3 Rent and management sat in a channel she oversaw. No probate. Public affidavit plus Request 4 / 15 schedule. Trust-property aggravation under s408C(2)(c) is open. Value over $100,000 opens s408C(2A).

Request 25 • Patricia Louise Higgins: criminal defamation, stalking, perjury

Offence appears to have occurred because:

25.1 Motive: paid family-PR role to stop inheritance recovery and to feed Nine. Opportunity: infiltrated as a promoter February 2015; Facebook reach; ACA lead. Capability: the 24 July 2015 seed and the October 2015 Shayla send.

Elements — Criminal Code 1899 (Qld) s359 threats / stalking provisions; criminal defamation where the publication was known to be false; perjury if later sworn:

25.2 (1) Act — "He's not a musician… If you hear from him contact police"; "Don't make this any worse for yourself"; lead 'financial victim' 7 July 2015; article sent to Shayla. (2) Directed at the plaintiff and at every new client. (3) Knowledge of falsity — she had seen him work as a promoter she herself had joined.

25.3 On oath she was asked whether she was a Gold Coast Bulletin journalist. She said no. She later said yes — she was just trying to cover for herself. That is a lie under oath. Quote from transcript, particulars 9 October 2026.

Beyond reasonable doubt because:

25.4 The Facebook command, the ACA lead, the Shayla send and the oath are dated and public. The 24 July 2015 tape is the product.

25.5 Actual harm from that "contact police" material: comments that he needs to be shot; knife-brandishing; multiple false arrests and malicious prosecutions on the back of the contact-police tout; 2019 knife-brandish; loss of freedoms and liberties; 7 April 2022, after the same directive had stimulated police, false arrest, police rape and institutionalisation of the secondary subject she had written about and coached into the contact-police story. Request 1, Request 9 and Request 10 sit on the same actor.

Request 26 • Jamie Ashworth, son of Shirley: fraud on the court, perjury, theft, intimidation, breach of DV, threats to kill, aid and abet murder, elder abuse

Offence appears to have occurred because:

26.1 Motive: estate cash after he was declared out of the will and already provided for. Opportunity: keys and presence at Bonton 16–20 June 2008 and May 2014. Capability: conspired to incite violence against the sole heir — already used on neighbours (bricks, nail-gun, axe chase) — by proxy toward the heir to displace him from the inherited home, re-rent, and keep the proceeds with no probate, and did so 2014–2016.

Elements — Criminal Code 1899 (Qld) s398 stealing; s408C fraud; s359 threats; breach of DV orders; perjury s123 if sworn:

26.2 (1) Act — 1989 Christmas cash; 1990 red Stratocaster; June 2008 loot including the title deed; rental on a forged will without probate; “If you move in there I’ll kill you”; May 2014 cabinet and second loot; cash, computers, jewellery, Strat and other items sold. Removalist text includes an eyewitness admission those items were taken by the suspect. (2) Property of Shirley then of the heir. (3) Dishonesty and intent to intimidate — DV orders existed; he still took the cabinet that held those orders.

Beyond reasonable doubt because:

26.3 Schedule of Losses, public affidavit, DV file taken from the cabinet, 2010/2013 kill-threat, 2014 uncle-channelled threat, removalist eyewitness text. s408C(2A) is open on value.

Matter requiring investigation — death sequence / aid and abet murder / elder abuse:

26.4 Suspicion. After the death, every photograph of Shirley, and of Shirley with David, was removed from the house and never released to the heir. The same albums are later used in public for Jamie’s wife, children, aunts and himself. There is no birthday post, no obituary, no ordinary record of the mother. That is not grief. It is control of the visual record of the deceased and of the excluded son. It is relevant to motive on the estate offences already particularised, and to consciousness of guilt on any homicide inquiry: a person who will strip the house of the mother’s pictures is a person who does not want that relationship examined.

Jamie took every photo of Shirley and David in existence. None were released. Years later he posts only photos of aunts he did not kill or steal from, and only old album shots of his mother — no “miss you mum” on her birthday, no obituary. Many, many photos of his wife, his kids, his aunts and himself from the same photobooks he stole. He entitled himself to everything she had and wanted to share with both sons. Hiding the mother-and-David pictures is consistent with fear of exposure and with not wanting any question about that relationship on the public record.

26.5 Suspicion. Late 2007: the heir is threatened off visiting her, with violence at a family barbecue. Visits collapse. May: clean cups of tea. June: she is dead. Immediately: loot, rent-out, no probate. That is the classic order for an estate-control killing — isolate the deceased, isolate the inconvenient heir, death, then take. It sits on the same facts as s408C fraud, s398 stealing, s359 threats and the DV-order breach. It also meets the referral threshold for murder / aid and abet murder / elder abuse: opportunity, sudden death after isolation, and instantaneous conversion of the estate. Shirley’s own view of “that Dee” as the driver of years of elder abuse is part of that referral, not colour.

Late 2007: threat to David not to visit her, using threats and violence at a family barbecue. Subsequent visits were few. Clean cups of tea in May. Shirley dead in June. Immediate loot and rent-out, no probate. That sequence is consistent with an apprehended murder-for-estate-control pattern and must be investigated. Very ill history between Shirley and Dee. Shirley never liked “that Dee” and knew she was the cause behind Jamie’s elder abuse toward her and toward David from the 1990s through 2008 and beyond, then on David alone.

26.6 Suspicion. 2005, at Carole's house: Jamie ran the barbecue and handed David the food. David was deathly sick for the two days following, with a feeling of doom that he had been poisoned. He called Carole while deathly ill. She was indifferent and did not appear to care. That sitting was about one year after cousins April and Ian were killed, streets away, in a matter where the assailants escaped consequence. It sits immediately before the 2007 isolation of Shirley and the June 2008 death-and-loot. A prosecutor does not need 2004–05, 2005 and 2007–08 on one indictment on day one. A prosecutor does need them investigated as one method: remove the inconvenient heir, then the owner, keep what they owned. These heads are referred for investigation because the estate fraud is already made out and this sequence sits inside that fraud, not beside it.

Request 27 • Dee Ashworth, wife of Jamie: deceased-estate fraud, monies into personal account, self-dealing, murder by poisoning

Offence appears to have occurred because:

27.1 Motive: cash into her own account; ego and revenge; silence Shirley and eliminate Shirley's direct access to bank deposits, cash and jewellery, then eight years of no-probate rental and threats if the real heir intervened. Opportunity: trust-account controller at Ray White Rothwell, the same franchise renting Bonton without probate. Capability: trained accountant; she knew how trust money is supposed to move.

Elements — Criminal Code 1899 (Qld) s408C(1)(a) and (2)(c) fraud on trust property:

27.2 (1) Act — 2008 loot; rental without probate through Ray White Rothwell; rent commission taken and kept; 2013 demand of rent to her personal Bank of Queensland account; 2014 loot; April 2016 $50,000 invoice from a Jamie/Dee company. (2) Estate money. (3) Dishonesty.

Beyond reasonable doubt because:

27.3 Money went into her personal account. She was known to the law as a trained accountant and trust-account controller for a top-tier real-estate franchise. She could not reasonably assert she thought it was acceptable for estate money to flow to her BOQ account personally where no grant of probate existed or had been applied for. When the heir asked them to stop pilfering so he could live there — Shirley's wish — they refused. Carole said it was "just something nice to have" while he paid rent elsewhere and they collected commission from his property.

27.4 Christmas 2007: at the family party Jamie became suddenly, irrationally and uncontrollably enraged, barking with clenched fists that David was not to visit his mother anymore, and had to be held back by men at the gathering. David was deterred and visited less. May 2008: though estranged for most of the previous decade, Dee suddenly started visiting Shirley, cleaning and making cups of tea. Shirley was dead a month later. At the funeral Dee dove in between Jamie and David while they were hugging. She appeared not to want them close. The house was then looted by Jamie and Dee — cash, jewellery, furniture, appliances, record player, all photos of Shirley, all photos of David and her — and immediately rented, no probate, on a forged will, through Ray White Rothwell, overseen by Carole, who used the same lawyer as Shirley. The heir was left to read what was presented as the will, alone. Expert review later found it invalid for forgery. In Queensland a probate hearing is required before property can be dealt with. None was obtained.

Matter requiring investigation — death sequence / poisoning / elder abuse:

27.5 Suspicion. No ordinary grief or lament from Dee. From 2007 she allowed Jamie in behind the elder-abuse missions. Shirley had been paying their bills. Dee saw to household overspend she expected Shirley to pick up. Shirley despised Dee for what she was doing and was vocal about it. Motive on a homicide referral is the same as on the fraud: silence her, cut her access to the assets, then eight years of rental and threats to the heir. The 2007 rage, the sudden May 2008 teas, the June death, the funeral interference and the same-week loot-and-rent are one sequence. They are referred for investigation. They are not pleaded as already proved beyond reasonable doubt.

Request 28 • Mireille O'Keeffe / Otto, Mary's daughter, works with Carole: threats to kill, aid and abet estate fraud, elder abuse

Offence appears to have occurred because:

28.1 Motive: keep the co-heir off the ground so the transfer could complete, and so Seaview and Moreton — paid off in part with funds used in David's upbringing — can be liquidated without him. Opportunity: family access, emergency-services calls, present isolation of Mary. Capability: SWAT-style misuse of police that clears the heir from the property; false red flags that contribute to displacement.

Elements — Criminal Code 1899 (Qld) s359 threats; s408C as aider under s7; elder-abuse overlay on Mary's line:

28.2 (1) Act — threats to displace and intimidate the co-heir of the second inheritance; misuse of emergency services to SWAT; police then used to move the heir off so the fraudulent transfer could run; continuing isolation of Mary from contact so a will can be coerced and the estate seized from the co-heir Mary formally fostered from birth. (2) Fear, absence from the title, and isolation of the living owner. (3) Knowledge she was clearing the path for Carole / Jamie / John, and now for herself.

Beyond reasonable doubt because:

28.3 The SWAT-then-transfer sequence is the opportunity fact. Aid is complete when the heir is off the block and the transfer goes on. She works with Carole. When David reached out about a documentary on Mary's life and history in the area, Mireille was hostile. She did not want that recent story told. She said "she's mine." That is not grief. It is a claim on the living owner and on the trail assets. She is already affluent. The co-heir was left homeless and unsafe on Carole's paid PR material. The pattern is the same as Jamie and Dee on Shirley: have a go at the mother's estate once the inconvenient son is off the ground.

Matter requiring investigation:

28.4 Suspicion. Mireille shared an absurd cover-up account of the 2004 killing of April and Ian: that they were "looking for a different April." Her husband knew April and had dated her before Mireille. That story is not a casual error. It is a person going along with a false local account of a homicide. It is relevant to honesty on the estate file and to whether she will uphold a fraud-and-crime framework in the same area. It is referred for investigation. It is not pleaded as already proved beyond reasonable doubt.

Request 29 • John David Ashworth (Germany), Shirley's brother, named executor: theft as agent, threats to kill

Offence appears to have occurred because:

29.1 Motive: $15,000 of personal trips and expenses against an estate he would not probate. Opportunity: named executor; 2011 Germany-to-QLD visits billed to the estate — no probate on that visit. Capability: 7 July 2015 transfer without probate; false declaration of no opposition by heirs so no hearing. Admission in email: "could not afford" a probate kit ($300) but billed the estate $15,000 including personal trips.

Elements — Criminal Code 1899 (Qld) s408C as agent/trustee; s359 threats; fraud on the court:

29.2 (1) Act — paid his own holidays from Germany; did no work to progress the only task, probate; claimed he could not afford a $300 probate pack and a phone call to the court, yet claimed $15,000 in personal trips and expenses; 7 July 2015 transfer without probate; false declaration of no opposition by heirs; August 2014 “I could have you killed for $5000” after the heir sought letters of administration and a full accounting. (2) Estate property and the heir’s safety. (3) Dishonesty — an executor who will not spend $300 on probate but will bill $15,000 in holidays.

Beyond reasonable doubt because:

29.3 The $300 / $15,000 contrast is the dishonesty. The false “no opposition” declaration is the perversion. The $5,000 kill-line, after the accounting demand, is the threat. It may also allude to investing in paid PR — the aunt’s consultant — to smear and to cause loss of safety.

Request 30 • Shayla Chandler: fraud, perjury, destruction of evidence

Offence appears to have occurred because:

30.1 Motive: the 2015 Mail / Bulletin pity-party and the 2019 judgment. Opportunity: oath in the NSW trial. Capability: she had already deleted the Facebook admissions that the 7pm article was why she left.

Elements — Crimes Act 1900 (NSW) s327 perjury (false material statement on oath, knowing it to be false):

30.2 (1) Act — wilfully misled the court on material facts about the plaintiff. (2) Materiality — he was then ruled against on those false assertions. (3) Knowledge — the deleted messages said she left because of the article; the oath contradicted those messages. Drink-spike was invented in 2017, not in her 2015 page.

Beyond reasonable doubt because:

30.3 Deleted contemporaneous admissions, later oath in the opposite direction, and the 2017 Amelia-chat invention. That is perjury sistered with exculpatory evidence destruction, not a memory slip.

Request 31 • Various Deception Bay officers: intimidation to assist fraudulent disposition of estate assets, contempt of court order

Offence appears to have occurred because:

31.1 Motive: clear the heir so the disposition could finish. Opportunity: local attendance, crow, cat, malicious prosecution. Capability: force plus a file that would not record the family’s incited violence (bricks, nail-gun, axe chase).

Elements — intimidation in office; contempt where a court order already provided a designated locksmith / removalist / agent holding a QCAT order granting entry and retrieval of belongings, but officers denied entry and threatened false arrest of the locksmith for breaking and entering, so as to force the heir to attend in person, in contempt of an order made specifically to allow another to retrieve belongings safely on his behalf; animal cruelty on the crow and the cat:

31.2 (1) Act — shot crow; killed cat; malicious prosecution; stood by while the heir was threatened off the block. (2) Assistance to the fraudulent disposition. (3) Knowledge of the estate fight.

Beyond reasonable doubt because:

31.3 The Schedule of Losses return of a dead crow with a bullet hole, and the public-affidavit violence Jamie incited and police did not stop. Failure to investigate proven theft from the aggrieved by the offender after a DV order was in place.

Request 32 • Tim Lui (AFSA): perjury

Offence appears to have occurred because:

32.1 Motive: take control of a solvent estate, sell it, then fit fake creditors up to the sale figure. Opportunity: AFSA file. Capability: estate control; a false declaration that no Statement of Affairs had been filed when one had been filed, twice.

Elements — false declaration on a Commonwealth bankruptcy file; perjury if sworn:

32.2 (1) Act — false declaration that no Statement of Affairs was filed, when it was filed. (2) Used that declaration to take control of solvent property, sell it, then fit creditors up to the value of the sold estate after the fact. (3) Knowledge — he could not have done that if he had honoured the Statement of Affairs that already carried the true facts. Pro bono no-win-no-fee lawyer then paid $40,000 after losing.

Beyond reasonable doubt because:

32.3 Two Statements of Affairs on the file and a declaration that there was none. Solvency was proved by the discarded Statement of Affairs. The invented creditor figure is the yield.

Make Administrative Orders / Decisions / Declarations

Request 33 • Carole/Les Robins, Jamie Ashworth, Dee Ashworth, Mireille Otto to be disqualified from being director, trustee or executor of any estate

Reasonable and should be granted because:

33.1 Each is too unfit to direct a trust account, company or estate, on the orchestration of fraud through a public franchised agency. Further particulars 9 October 2026.

Appropriate to use ministerial power because:

33.A1 ASIC / trustee disqualification and executor removal are executive levers. The Ray White trust-account path is the proof they cannot hold those offices.

Necessary because:

33.N1 Leave them eligible and the next sister's estate is the next Bonton. That process is already in motion: Mary isolated; a public-interest story protested; Mireille in 2024 "she's mine," after helping cover a 2004 homicide in the area.

Damaging if refused:

33.D1 Refusal leaves the same four able to sit on the next trust. Carole demolished her own family home. That is the risk to heritage listing if this waits.

Request 34 • Misleading AUSTRAC / NPII entries cleared

Reasonable and should be granted because:

34.1 Accounts were wrongly closed on a wrong AML record built from the articles. Those articles and all history related to them are to be removed from the financial record so accounts, loans and purchases can be opened cleanly. May travel with Request 1; still plead it here.

Appropriate to use ministerial power because:

34.A1 AUSTRAC / NPII correction is an agency instruction ministers already give when a record is the smear, not a finding.

Necessary because:

34.N1 Title reversal and compensation fail if every new account dies on the same hit.

Damaging if refused:

34.D1 Refusal leaves the AML switch on after the prosecutions and the takedown.

Request 35 • Pre-trial predatory solvent bankruptcy by media reversed

Reasonable and should be granted because:

35.1 He was solvent at the time. The bankruptcy was corrupted (Rollinson). A $30,000 loan approval against $4,000 costs was circularly blocked by the sequestration, which itself made that loan moot. A counterclaim was active. Abuse-of-process evidence was hidden by a lawyer now disbarred. Reverse it. Return all assets plus compensation and interest. Clear NPII, Equifax and like records as if it never existed. Further particulars 9 October 2026.

Appropriate to use ministerial power because:

35.A1 AFSA / Attorney-General can unwind a bankruptcy that sat on a false Statement of Affairs declaration and a media costs sheet.

Necessary because:

35.N1 A past bankruptcy flag is the second AML switch.

Damaging if refused:

35.D1 Refusal leaves a solvent man recorded as a bankrupt because the smear needed him broke before trial.

Request 36 • Tainted NSW District Court judgment set aside and removed from all libraries

Reasonable and should be granted because:

36.1 Set aside the infected Gibson judgment. Review is below / to follow 9 October 2026. Remove it from libraries so it cannot be reprinted as “substantially true.”

Appropriate to use ministerial power because:

36.A1 NSW Attorney-General and library-deposit directions are the levers when a judgment is the product of hidden evidence, a bashed witness and perjured overlay.

Necessary because:

36.N1 Every later article cites that judgment as the stamp.

Damaging if refused:

36.D1 Refusal leaves the stamp on the shelf after the facts that built it have collapsed.

Request 37 • 1/3 of funds recovered to be placed in a government / custodial trust

Reasonable and should be granted because:

37.1 Given the history of corrupted and irrational rulings against his estate, one-third sits in a high-return custodial nest on his behalf so those processes and actors cannot touch it. Two-thirds stay active in his own investment structure for beneficial economic projects.

Appropriate to use ministerial power because:

37.A1 A custodial split is an executive protection of recovered public-remedy money, not a new punishment.

Necessary because:

37.N1 Without a locked third, the next AFSA or costs sheet eats the recovery.

Damaging if refused:

37.D1 Refusal hands the whole recovery back to the same reach that liquidated a solvent estate.

Request 38 • Heritage-list all 3 historical properties / others as see fit

Reasonable and should be granted because:

38.1 Mary Otto: letters of thanks from the Queen for service to community and youth; park already named after her; Deception Bay Heritage Walk. Fitting that her home, the related holiday home, and the hut where she did those works for fifty years be protected in form under the Heritage Council. Carole Robins has a history of destroying family property and sitting ready for a commission on the next sister's. Particulars 9 October 2026.

Appropriate to use ministerial power because:

38.A1 Heritage listing is a ministerial / council act. Requests 21–23 are the title-protect. This is the form-protect.

Necessary because:

38.N1 Title without heritage still lets the buildings be stripped.

Damaging if refused:

38.D1 Refusal leaves Seaview, Moreton and Samson as the next liquidation.

Schedule Business Recovery, Development and Support Sessions

Request 39 • 6-monthly review and guidance to assist the group to achieve the 7-stage concert-size plan and private-island entertainment. 1st Monday of March and December at 1pm

Reasonable and should be granted because:

39.1 Keep comms open. Tourism benefit. A channel if any of the actors above re-engage in tort, interference or criminal defamation. International revenue through the ATO.

Appropriate to use ministerial power because:

39.A1 A scheduled line into the office is cheaper than another decade of silent intercept.

Necessary because:

39.N1 The 7-stage plan dies if the only channel is another ignored takedown letter.

Damaging if refused:

39.D1 Refusal leaves the tourism engine with no official ear.

Request 40 • Assist the goal to scale through small to industry-standard events

Reasonable and should be granted because:

40.1 That is the lawful rebuild of Requests 5 and 6. Particulars 9 October 2026.

Appropriate to use ministerial power because:

40.A1 Industry-standard event support is ordinary economic recovery, not a favour.

Necessary because:

40.N1 Compensation without a path back onto a stage is a cheque for a killed diary.

Damaging if refused:

40.D1 Refusal leaves the living-room imputation in place after the money.

Request 41 • Assist development of unique island music-park from original design

Reasonable and should be granted because:

41.1 Campus / depot / park design is the rebuild. The original island music-park design is the plan Temple, Maryvale and Alpha were meant to carry. Further particulars 9 October 2026.

Appropriate to use ministerial power because:

41.A1 Design and tourism assistance is in-portfolio once Requests 1 and 16–23 are in motion. Industrious creative entrepreneurs are the backbone of the economy and GDP. They should not be left in a mess like this.

Necessary because:

41.N1 The park is how the recovered ground earns. Compensation without the design leaves the ground idle.

Damaging if refused:

41.D1 Refusal pays a number and then leaves the original design in a drawer while the smear version of the resort stays in public.

Request 42 • Suggest by email / during meeting any other appropriate recovery from economic harm as offered or suggested after review of the incidents

Reasonable and should be granted because:

42.1 This file cannot list every available lever on 14 September 2026. Further particulars follow 9 October 2026. An open channel for the office to name any further recovery it considers appropriate after review is part of the grant, not an afterthought.

Appropriate to use ministerial power because:

42.A1 Ministers already propose additional remedies once a matter is in. Asking for that in writing saves a second memorial.

Necessary because:

42.N1 If the only heads are 1–41, anything the review surfaces dies for want of a number.

Damaging if refused:

42.D1 Refusal freezes the file at the heads drafted today and leaves later-found harm with no asked-for remedy.

Further particulars and schedules to each request can be released on request, including detailed client lists and further evidence.

Background context:

DATE	FACT
1938-02-19	Shirley Born
1969-11-17	Jamie Born to Shirley
1979-02-02	David Born to Shirley
1986 onwards	David proves prodigy musician: study, 4+ hours' practice a day at 11, national tours at 14, pens 20 albums by mid-20s, guitar, vocal and songwriting awards, performing to millions on television.
earlier 1989	Jamie meets Dee. Jamie's character changes.
1989-12-25	Jamie 20, David 10. Christmas morning, Shirley gives each of her sons $500 in an envelope. Jamie glares at David angrily. Jamie drives David to an industrial estate and violently threatens him for his Christmas money.
1990-12-25	Next year Shirley gives Jamie motorbike, David electric guitar. Jamie crashes bike. David uses guitar for prodigy practice, wins awards, records music to give to mother as gift. Jamie later steals the guitar and sells it for cash.

1990-2000s	Jamie's elder and family abuse for money, likely incited by Dee, escalates to force, shouting and extremely violent standover tactics on Shirley whenever David is not present. This occurs now in front of David. Jamie arrives, no warning, enraged, becomes more aggravated and feckless than ever before, stood over Shirley to pay his credit card bill, got money, then stormed out. Shirley then resolved: "That's it, he's out of the will." Shirley, now visibly offended that Jamie was now doing that in front of David, confesses that he does that more and more because of "that Dee", explaining she had paid off their house but Dee kept borrowing against it, sending Jamie around to get money, going to pay for Dee's wastage and Jamie's unwillingness to say no to her. On later visits Shirley was persistent with the resolution, even describing: he's already got a house, that's your room there (pointing to room 1 of unit), don't worry, he's had way more than you. Then on another visit was very well dressed, proudly asserting that she had been to the lawyer's office.
2001	David living in Brisbane city, studying and graduating university music and film & TV degree. Jamie remains living near Shirley.
2004	Scouts Qld provide first lease and key to Auchenflower hall to David for class and small performance use — applying what he learned to build a following and career.
2007-12-25	Jamie threatens David he is no longer to visit Shirley for any reason. Jamie physically violent, clenching fists. Other adult males at Xmas function have to hold Jamie back. David sits quietly.
2008-05	Dee visit: cups of tea / cleaning.
2008-06-16	Mother found dead in unit a month later.
2008-06	Jamie, Dee, Carole intercept: theft, fraud and crime against the estate.
2008-06 onwards	Carole rents out through Ray White Real Estate Rothwell — no probate.
late 2008	David calls Jamie, asks to live there according to her wishes, refused. "Being rented out."
late 2009	David calls Carole, asks again to live there, refused. Carole states "It's just nice to have." — while she collects rent commission, no probate.
2012	Scouts Qld renew lease to Auchenflower hall after 2011 flood damage. David signs new lease and receives the new key.
2012-11	David's landlord Eddie continues to vindictively attempt to both kick him out and stop him moving in anywhere else — leaving Bonton as his only choice to avoid homelessness. Jamie, Dee, Carole still refuse entry even though willed to him and, according to witnesses who knew Shirley, the sole heir according to Shirley's wishes because Jamie was already provided for. Dee later admits to knowing Eddie.
2012-12	David and Jamie advised to visit Caboolture titles office with ID — transmission documents are filed with will.
2012-12	David indicates again he wishes to take occupancy as he has nowhere else to live.
2012-12	Jamie threats. "If you move in there I'll fucking kill you."
2012-12	With pending homelessness the next month, David sends letter to Bonton tenant, explaining not rented lawfully, mother's house she left to me, am being made homeless through brother's wife / current landlord.
2012-12-21	Ray White staff admit to renting out Bonton without probate.

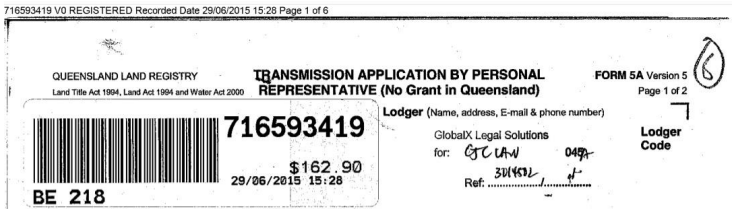
Date: Fri, 21 Dec 2012 12:45:51 +1000
Subject: Re: Vacant Possession Bonton Ave
From: rachael.bowkett@raywhite.com
To: davidotto@live.com
CC: pat.dransfield@raywhite.com;
dee.ashworth@raywhite.com.au

Thanks David.
They will be moving that day of the 5th so not sure exactly what time they will be done. Pat Dransfield is working that Saturday so will have her contact you when it is ready for you.

Have a great Christmas!
Kind regards

Rachael Bowkett

Property Manager
Ray White Deception Bay
729 Deception Bay Rd
Rothwell Q 4022


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QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

TRANSMISSION APPLICATION BY PERSONAL REPRESENTATIVE (No Grant in Queensland)

FORM 5A Version 5
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29/06/2015 15:28
BE 218

Lodger (Name, address, E-mail & phone number)
GlobalX Legal Solutions
for: GTC LAW 049A
Ref: 3014572

Lodger Code

2013-01 David moves into Bonton to live there according to Mother's wishes. Jamie incites neighbours to attack him after he is in possession.

2013-02-01 In order to get the key to stave off engineered homelessness, he is forced to pay 2 weeks' compensation to tenants who had no right to be put into mother's estate, then directed to pay "rent" on the property left to him, directly into Dee's account, while it is still in Shirley's name. No grant. No authority to rent, or to stop him visiting or entering his mother's home. Dee changing the locks and preventing entry unless he paid her was an unlawful seizure and a serious criminal fraud.

Date: Fri, 1 Feb 2013 12:10:52 +1000
Subject: Re: Statement #68 - 7 Dec 2012 to 27 Dec 2012
From: dee.ashworth@raywhite.com
To: davidotto@live.com

Hi David

The bank account details are :

Bank of Qld

Delecia Ashworth
BSB 124 001
A/C 21944463

I have some outstanding rates and water bills which I will look into and pay out of the rent monies you have sent through. I will have a look at that soon and let you know what the amounts are etc and send you copies.

Rachael was asking when you will be paying the previous tenants their two weeks rent as they have been chasing it.

Thanks

Dee

Dee Ashworth
Administrator
Ray White Deception Bay
PO Box 53 Decepton Bay Qld 4508
Ph 07 3204 0911 Fax 07 3204 0933

2013 various Jamie visits all neighbours, inciting violence towards David.

Jul 2013 After reviewing facts, Court places DV order on Jamie with conditions he is not to visit property or contact David.

later 2013 Violence incitement continues, capitulated in neighbour firing nail gun, throwing bricks on Bonton roof and chasing David with axe.

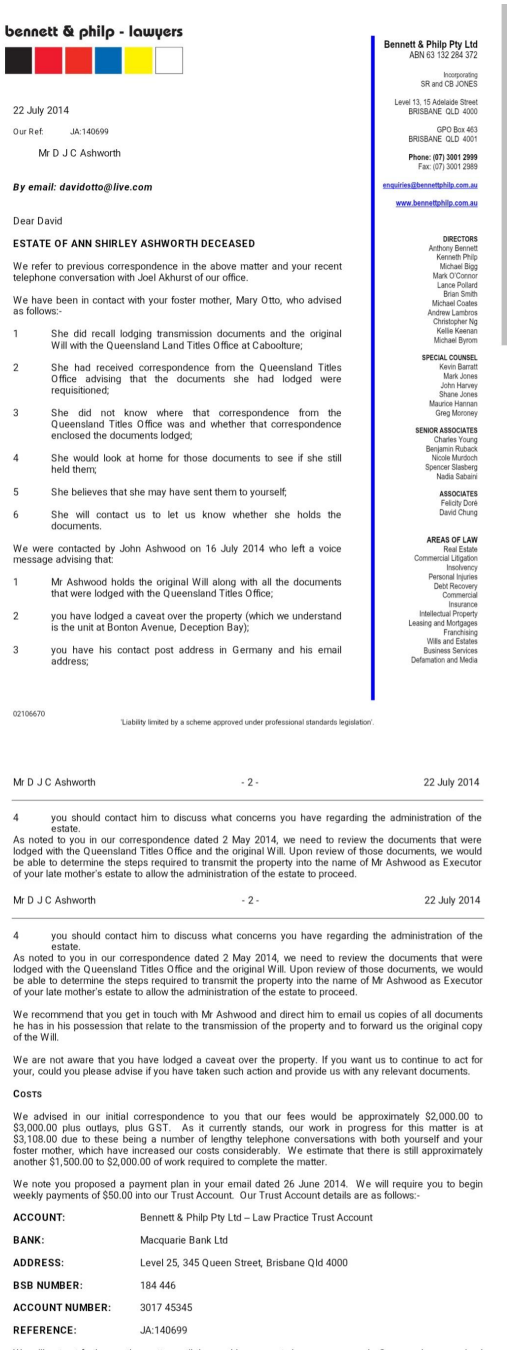
2014-05-23 David seeks temp accommodation on the Gold Coast and an additional protection order against violent neighbour incited by Jamie to harass, in order to rent house out again and keep all money, even though Shirley already bought him a house, while David is homeless / pays for hotels elsewhere.

2014-06 David's research progress: preparing letters of administration; announced he was going to take over the estate and reverse fraud on the estate.

David lodges caveat and engages lawyer to contest executor and take over estate.

2014-07-16 John (Germany) voicemail to Bennett & Philp: he holds the will; David has lodged a caveat over 1/9 Bonton.

2014-07-22 Bennett & Philp letter records that voicemail. He already knew there was an active contest.



bennett & philp - lawyers

Bennett & Philp Pty Ltd
ABN 63 132 284 372

Incorporating
SR and CB JONES

Level 13, 15 Adelaide Street
BRISBANE QLD 4000

GPO Box 463
BRISBANE QLD 4001

Phone: (07) 3001 2999
Fax: (07) 3001 2989

enquiries@bennettphilp.com.au

www.bennettphilp.com.au

DIRECTORS
Anthony Bennett
Kenneth Philp
Michael Bigg
Mark O'Connor
Lance Pollard
Brian Smith
Michael Coates
Andrew Lambros
Christopher Ng
Kellie Keenan
Michael Byrom

SPECIAL COUNSEL
Kevin Barratt
Mark Jones
John Harvey
Shane Jones
Maurice Hannan
Greg Moroney

SENIOR ASSOCIATES
Charles Young
Benjamin Ruback
Nicole Murdoch
Spencer Slasberg
Nadia Sabaini

ASSOCIATES
Felicity Doré
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Leasing and Mortgages
Franchising
Wills and Estates
Business Services
Defamation and Media

22 July 2014

Our Ref: JA:140699

Mr D J C Ashworth

By email: davidotto@live.com

Dear David

ESTATE OF ANN SHIRLEY ASHWORTH DECEASED

We refer to previous correspondence in the above matter and your recent telephone conversation with Joel Akhurst of our office.

We have been in contact with your foster mother, Mary Otto, who advised as follows:-

1 She did recall lodging transmission documents and the original Will with the Queensland Land Titles Office at Caboolture;

2 She had received correspondence from the Queensland Titles Office advising that the documents she had lodged were requisitioned;

3 She did not know where that correspondence from the Queensland Titles Office was and whether that correspondence enclosed the documents lodged;

4 She would look at home for those documents to see if she still held them;

5 She believes that she may have sent them to yourself;

6 She will contact us to let us know whether she holds the documents.

We were contacted by John Ashwood on 16 July 2014 who left a voice message advising that:

1 Mr Ashwood holds the original Will along with all the documents that were lodged with the Queensland Titles Office;

2 you have lodged a caveat over the property (which we understand is the unit at Bonton Avenue, Deception Bay);

3 you have his contact post address in Germany and his email address;

02106670

'Liability limited by a scheme approved under professional standards legislation'.

Mr D J C Ashworth - 2 - 22 July 2014

4 you should contact him to discuss what concerns you have regarding the administration of the estate.

As noted to you in our correspondence dated 2 May 2014, we need to review the documents that were lodged with the Queensland Titles Office and the original Will. Upon review of those documents, we would be able to determine the steps required to transmit the property into the name of Mr Ashwood as Executor of your late mother's estate to allow the administration of the estate to proceed.

Mr D J C Ashworth - 2 - 22 July 2014

4 you should contact him to discuss what concerns you have regarding the administration of the estate.

As noted to you in our correspondence dated 2 May 2014, we need to review the documents that were lodged with the Queensland Titles Office and the original Will. Upon review of those documents, we would be able to determine the steps required to transmit the property into the name of Mr Ashwood as Executor of your late mother's estate to allow the administration of the estate to proceed.

We recommend that you get in touch with Mr Ashwood and direct him to email us copies of all documents he has in his possession that relate to the transmission of the property and to forward us the original copy of the Will.

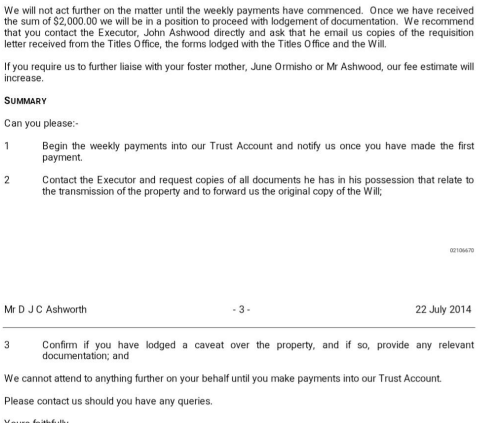
We are not aware that you have lodged a caveat over the property. If you want us to continue to act for your, could you please advise if you have taken such action and provide us with any relevant documents.

Costs

We advised in our initial correspondence to you that our fees would be approximately $2,000.00 to $3,000.00 plus outlays, plus GST. As it currently stands, our work in progress for this matter is at $3,108.00 due to these being a number of lengthy telephone conversations with both yourself and your foster mother, which have increased our costs considerably. We estimate that there is still approximately another $1,500.00 to $2,000.00 of work required to complete the matter.

We note you proposed a payment plan in your email dated 26 June 2014. We will require you to begin weekly payments of $50.00 into our Trust Account. Our Trust Account details are as follows:-

ACCOUNT:	Bennett & Philp Pty Ltd – Law Practice Trust Account
BANK:	Macquarie Bank Ltd
ADDRESS:	Level 25, 345 Queen Street, Brisbane Qld 4000
BSB NUMBER:	184 446
ACCOUNT NUMBER:	3017 45345
REFERENCE:	JA:140699



We will not act further on the matter until the weekly payments have commenced. Once we have received the sum of $2,000.00 we will be in a position to proceed with lodgement of documentation. We recommend that you contact the Executor, John Ashwood directly and ask that he email us copies of the requisition letter received from the Titles Office, the forms lodged with the Titles Office and the Will.

If you require us to further liaise with your foster mother, June Ormisho or Mr Ashwood, our fee estimate will increase.

SUMMARY

Can you please:-

1 Begin the weekly payments into our Trust Account and notify us once you have made the first payment.

2 Contact the Executor and request copies of all documents he has in his possession that relate to the transmission of the property and to forward us the original copy of the Will;

02106670

Mr D J C Ashworth - 3 - 22 July 2014

3 Confirm if you have lodged a caveat over the property, and if so, provide any relevant documentation; and

We cannot attend to anything further on your behalf until you make payments into our Trust Account.

Please contact us should you have any queries.

Yours faithfully

2014-8 Executor calls heir and states "I could have you killed for $5,000" to deter letters of administration filing.

2014-10 Fraud on court. QCAT application filed by Jamie and Dee seeking warrant of possession over the property. No grant of probate. No authority to file in QCAT/issue notices. Named heir treated as the person to remove.

2014-10 Fake $50,000 invoice issued by Jamie and Dee related to property they have no lawful authority over.

2014-10 Carol states she will hire a lawyer for Jamie and Dee to enforce the fraudulent invoice.

2014-10 After being displaced for their profit against Shirley's wishes, heir asserted he would avenge what they are doing and get full accounting.

2014-10 Jamie and Dee enter the house, change the locks, then loot through David's belongings, taking cash, jewellery, computers, documents and musical instruments.

2014-10 David told he has to go to the police station to sign a waiver: if he wants a key to get the remainder of his stuff, he has to sign a strange and unlawful waiver that he's responsible if anything was taken.

2014-10 David calls John Germany, demands to know why Jamie and Dee were allowed to enter the house, change locks and steal belongings. John Germany does nothing to correct it. Swears to avenge it and get accounting. Last time they speak on the phone.

2014-11 Now displaced while Jamie and Dee rent Bonton again, David researches, makes progress: preparing letters of administration; announced he was going to take over the estate and reverse fraud on the estate.

David begins acapella singing group classes to raise money for the case. Joint account with head promoter, event income goes there, promo agents get 30%.

2015-01 Bank account with AK. AK co-receives the payments for attendance, including Western $35. David later personally refunds that payment even though AK sabotaged event, attempted to copy business model to keep 100%, plus threatening behaviour and controlled release of funds.

2015-03-10 Patricia Higgins, freelance journalist and — of all the suburbs in the country — PR consultant / article contributor for the exact same suburb overlay (various "Your guide to moving to Rothwell/Caboolture/Clontarf" PR websites containing various puff pieces to encourage buying/renting in Rothwell) as Carole Robins' Ray White Rothwell real estate agency, the one that illegally received rent commission on the Bonton property while it was rented out fraudulently. Makes defamatory Facebook post with links to David's social media and music links: "He's not a musician… If you hear from him contact police."

2015-03-10 She sent that post to promoters, supporters and venues to make them drop off.

2015-03-17 Patricia followup text to David: "Don't make this any worse for yourself."

Articles

No.	Date
1	10 Mar 2015 Freelance/GCB journalist FB post
2	24 Jul 2015 9Now – A Current Affair
3	14 Nov 2015 Gold Coast Bulletin
4	14 Nov 2015 Daily Mail
5	19 May 2019 Sydney Morning Herald (smh.com.au)
6	27 May 2019 9Now – A Current Affair
7	27 May 2019 9News (National)
8	27 May 2019 Facebook – A Current Affair page
9	27 May 2019 Facebook – A Current Affair page
10	29 May 2019 YouTube – A Current Affair
11	28 Aug 2019 9News (National)
12	28 Aug 2019 9Now – A Current Affair
13	3 Sep 2019 YouTube – A Current Affair
14	20 Nov 2019 9Now – A Current Affair
15	21 Nov 2019 YouTube – A Current Affair
16	2 Oct 2022 Sydney Morning Herald

Fake Article 1: 10 Mar 2015 Freelance/GCB journalist FB post

Article 1/Claim 1: *"There's no event, he's just gonna take money and do a runner"*

False because:

1.1 The subject has released 20+ albums and has a continuous history of attending and performing at hundreds of music-related classes and events since age 6. AFFA – long-term performance history / EVID – album catalogue and event records

1.2 In November 2014 the subject was already holding regular weekly paid mini-apartment events where guests paid $35 and received the full performance as advertised, with multiple guests returning for different themes. AFFA Nov 2014 – Began putting on 'Music Lounge' apartment concerts / EVID Nov 2014 – photos of happy guests receiving what they paid for (and free trial of same before paying)



1.3 The subject regularly performs for free to promote larger bookings and audience growth, and continues performing for personal enjoyment and self-expression whether paid or unpaid. AFFA – performance pattern / EVID – free promotional shows and ongoing unpaid appearances

Damaging because:

1.4 The false claim was immediately weaponized by the author circulating the post to all known promoters, supporters and venues of the branded 2015 event series, causing them to drop support — with those drop-offs occurring only after the post was sent.

Article 1/Claim 2: *"If you hear from him, contact police"*

False because:

2.1 The directive asserts criminal conduct where none existed and could not be based on any evidence about the events. AFFA – no formal complaints ever existed / EVID – police records showing zero complaints related to any events

2.2 Subject spoke directly to police about how the events were run; police expressed no interest and confirmed there were no formal complaints of any kind. AFFA – police conversation / EVID – police confirmation of no complaints

2.3 The author claimed she was scammed (financial fraud) for something she did not receive and that there was no intention of giving her, yet she never paid any money to the subject at all. AFFA – payment records / EVID – zero payment ever made by her

2.4 A public directive to contact police / SWAT based on zero evidence constitutes an attempt to induce false reports against the subject and demonstrates clear criminal intent, directly linked to the prior family threats including “I could have you killed for 5000” and “don’t make this any worse for yourself.” AFFA – threat sequence / EVID – PR consultant’s connection to the aunt and the threat delivery

Damaging because:

2.5 The false directive was designed to turn the public into a weapon against the subject, creating immediate risk of baseless police action and further cutting off income and housing options to protect the ongoing inheritance theft.

2.6 The author had over 4000 followers on the profile she published this on.

Article 1/Claim 3: <Photo of event ticket staged in front of a police station>

False because:

3.1 The photo was staged to manufacture the false visual impression that the ticket or event was under active police investigation or criminal. AFFA – no investigation ever existed / EVID – police confirmation of zero complaints or interest

3.2 No police action, complaint, or investigation of any kind related to the events ever occurred. AFFA – police conversation / EVID – absence of any formal record

Damaging because:

3.3 The staged photo was created and circulated solely to amplify the false “contact police” directive, intensify public alarm, and accelerate the collapse of promoters, venues, and income streams that could have funded resistance to the family fraud.

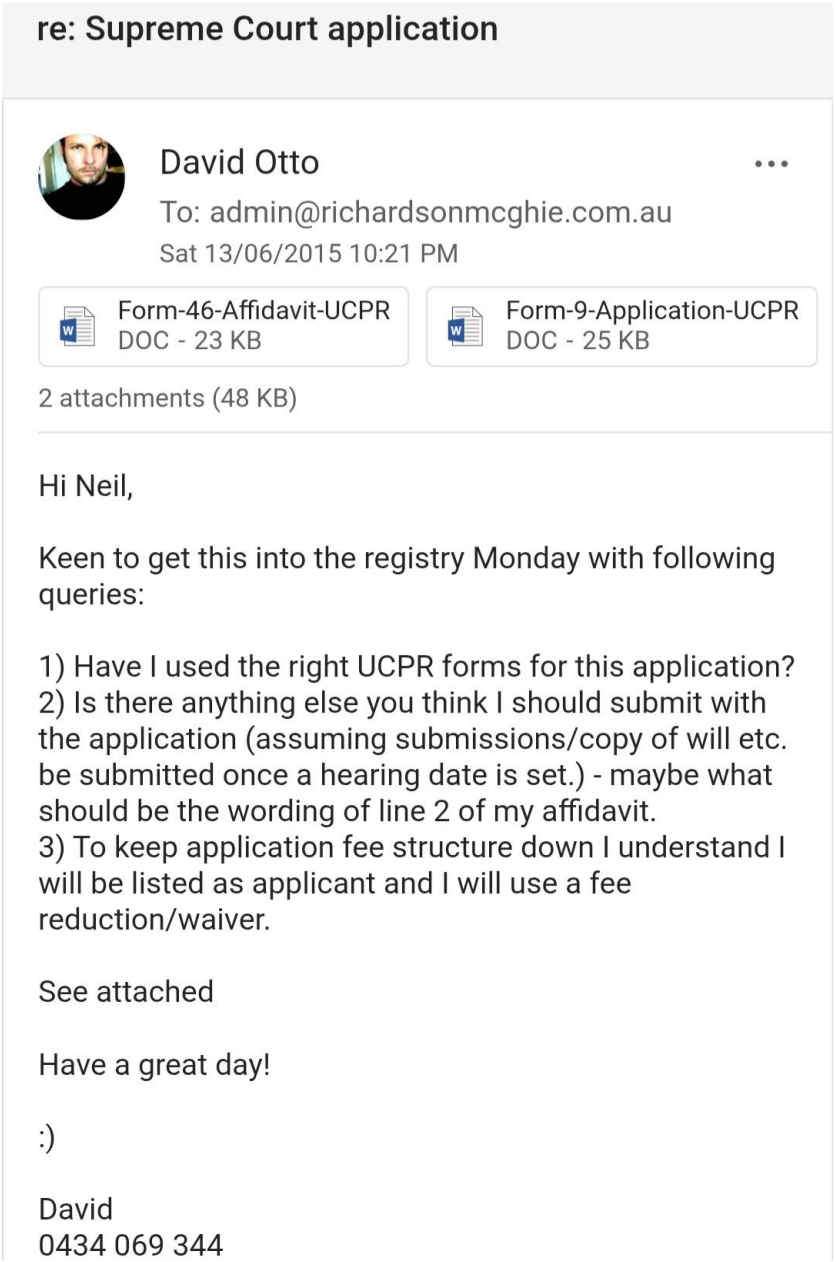
Interim events:

DATE	FACT
2015-03-17	Patricia sends the 24 July article's seed FB post above to the event promoter list. Team and venues drop.
2015-4	At this point David has tried everything to contest John Germany's fraud, lodged a caveat, hired lawyers, and continues to be vocal with family about objecting to any sale and intends to retake entry to the property he inherited once he can. John Germany admits David had lodged a caveat and hired lawyers, and responded with "I could have you killed for $5,000" the next month.
2015-4	Patricia's combat against David's income limits legal support options, so David begins drafting a pro se filing to lodge himself, and consults Richardson informally for guidance in the prep.
2015-5	David opens a new studio in Southport to generate income from tuition to help with ancillary costs.
2015-5	Patricia finds it and re-emerges, now calling simple guitar tuition — free first trial — a "scam" also, even though there is a lease agreement and weekly sessions, and begins messaging David's clients with false "scam running, contact police" rhetoric.

2015-06-02 After John (Germany) voicemail to Bennett & Philp admitting there is a caveat filed and an active contest, with lawyers reviewing — the same man swears a false declaration with Form 5A: no grant, no caveat, no contest.

2015-06-02 John David swears Form 5A: no grant, claims no caveat, no contest.

2015-06-13 22:21 email to Neil Richardson for review of pending letters of administration filing to take over the estate and get a full accounting / recover all the missing rent / prosecute for renting without probate. Supreme Court Form 9 attached: remove John (Germany) as executor, appoint David administrator. Filing Monday.



re: Supreme Court application

David Otto

To: admin@richardsonmcghie.com.au

Sat 13/06/2015 10:21 PM

Form-46-Affidavit-UCPR
DOC - 23 KB

Form-9-Application-UCPR
DOC - 25 KB

2 attachments (48 KB)

Hi Neil,

Keen to get this into the registry Monday with following queries:

1) Have I used the right UCPR forms for this application?
2) Is there anything else you think I should submit with the application (assuming submissions/copy of will etc. be submitted once a hearing date is set.) - maybe what should be the wording of line 2 of my affidavit.
3) To keep application fee structure down I understand I will be listed as applicant and I will use a fee reduction/waiver.

See attached

Have a great day!

:)

David
0434 069 344

2015-06-29 John (Germany) Form 5A lodged to transfer property into his own name suddenly after 8 years. Dealing 716593419. Property fraud to outrun the pending probate hearing: transferred on an invalid will, false declaration of no contest, no probate.

2015-07-07 14:22 Transmission registers. Dealing 716593419 / Title 16466011 Form 5A registers 14:22. Via false declaration of no contest. No grant. Title fraud to duck pending probate hearing and estate accounting.

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Dealing No:	**716593419**
Dealing Type:	**TRANSMISSION WITH ORIGINAL WILL**
Status:	**REGISTERED HISTORY**
Lodgement Date:	29/06/2015 15:28
Regn. Date:	07/07/2015 14:22

Search Date:	13/10/2025 19:04
Request No:	53698748
Lodgement No:	3647517
Lodgement Receipt:	BE - 11 - 45650
Fee Paid:	$162.90
Date Logged:	29/06/2015 15:30

Client Code: 045A
Lodger Name: GLOBALX LEGAL SOLUTIONS
Lodger Address: GPO BOX 2746
BRISBANE QLD
CONTACT: KARALYN DILKS
4001

CURRENT TITLES FOR THIS DEALING

NIL

NON CURRENT TITLES FOR THIS DEALING

16466011

NOTES

NIL

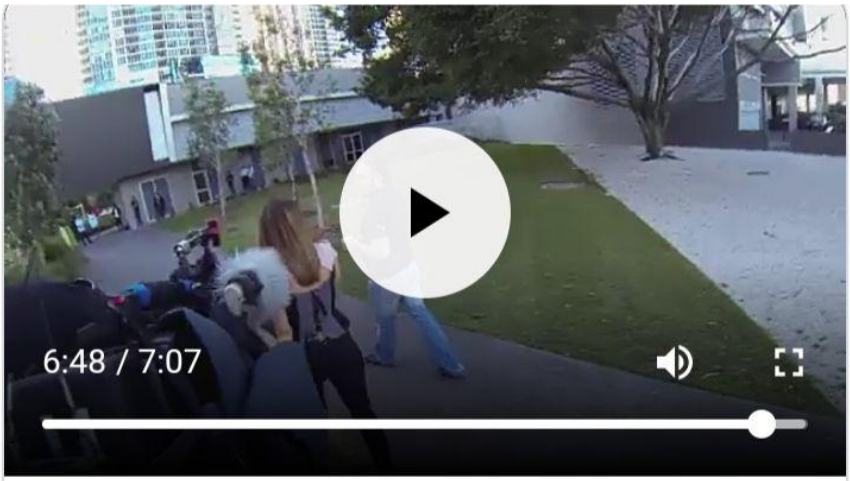
** End of Dealing Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested by: D-ENQ TITLES QUEENSLAND

www.titlesqld.com.au

2015-07-07 15:00 ACA ambush on David 38 minutes later. Media ambush to discredit. "Fraudster / contact police" with Patricia ("don't make this any worse for yourself") as "Lead Fraud Victim" rhetoric creates immediate threat to safety, derails discovery of the false declaration and blocks Form 103 / LoA that could still have stopped the sale. David now preoccupied with personal safety. Same-afternoon ACA ambush is fraud cover via Ray White Rothwell's PR consultant.

Same-afternoon ACA ambush is fraud cover.







2015-07-12 ACA appears at David's home unit door, inside the building, knocking 6 floors up, shouting "Police" through the door while they stood there with cameras. No police present. Then film him on private balcony from across the street to use in broadcast the following Friday, 24 Jul 2015.

Fake Article 2: 24 Jul 2015 9Now – A Current Affair

Article 2/Claim 1: *"He doesn't ever intend to put on or play at any of the events he promotes." / """promotes and sells tickets to events that don't even exist"""*

False because

1.1 He was already touring and performing at 14 and 16. AFFA — early performance history. EVID — photos, videos, records.

1.2 His band won awards. AFFA — award records. EVID — certificates, photos, media.

1.3 He performed on Channel 10 to an audience of approximately 2 million. AFFA — broadcast records. EVID — footage, listings.

1.4 He regularly performed at local events over many years. AFFA — local event history. EVID — photos, flyers, videos.

1.5 In 2008 he performed to thousands at Big Day Out. AFFA — 2008 Big Day Out. EVID — photos, videos, records.

1.6 He has released 20+ albums. AFFA — discography. EVID — album catalogue, sales records.

1.7 He has a long history of performing for free purely to promote further shows and sales. AFFA — promotional performance pattern. EVID — free-show records.

1.8 In 2010 he ran weekly performances at Fireside Spirits Club. AFFA — 2010 Fireside Spirits Club. EVID — photos, videos, records.

1.9 Around 2012 he performed at scout halls and sold albums directly to attendees. AFFA — 2012 scout hall / album sales. EVID — photos, sales records.

1.1 In 2013 he held regular Saturday band performances at his studio. AFFA — 2013 studio performances. EVID — photos, videos, records.

1.11 Throughout 2014 he ran weekly music-lounge mini-concerts at his apartment where guests paid and received the performance. AFFA — 2014 apartment concerts. EVID — photos of guests, affidavit, payment records.

1.12 Immediately before the broadcast he was still actively performing. Repeat customers arrived at his studio that same afternoon. AFFA — contemporaneous activity. EVID — photos, videos, customer evidence.

1.13 He consistently offered free trials and, when paid, delivered the exact value that was paid for. AFFA — delivery records. EVID — free trial + paid performance evidence.

1.14 The imputation is knowingly and deliberately false. Nine lifted a clip from his YouTube channel and removed the footage of him performing from the very extract they put to air.

Damaging and caused loss because

1.A Island-investor drop-off followed this tape.

1.B Death threats were received that night.

1.C In April 2016 a malicious eviction followed: “I know who you are DO,” from the remainder Gold Coast, then eviction, homelessness and hardship in reaction to this content.

1.D Comments on the upload of this video included “Needs to be shot.” This tape sits in a suite of nine videos that led to knife-brandishing at Brisbane accommodation, police rape of the female subject, and an attempted violent break-in — assailants punching glass at hotel-room windows only after an associate angrily cited the article and brought the intruder onto the site — suspected GBH, October 2025.

Article 2/Claim 2: *"Everything he does is just a scam (an act of criminal fraud) to get money." / """loves a business scam""" / """sleazy businesses"""*

False because

2.1 Paid guests received the performance they paid for. Free-trial attendees received the trial. Bookings work generated bookings. Value was delivered. A delivered show is not criminal fraud.

2.2 Temple Island was an accepted purchase: $1,000-a-week instalment deposit labelled and accepted, two instalments paid, contract live on signing. EVID June 2015 — vendor contract. That is a land deal, not a money-scam prop.

2.3 The “scam” frame is Patricia Higgins’ Facebook invention — imagination and malice posted as fact, with swatting-style commands — baked into harder material on 24 July 2015. It is not a finding from a clean file.

Damaging and caused loss because

2.A Ordinary readers hear: every dollar near him is a crime. Banks, agents, and platforms treat that as an AML hard stop.

2.B That is the line that later turns a help-request at CBP into “no legitimate livelihood.”

Article 2/Claim 3: *"If you hear about any of his events, contact the police." / """tonight we've tracked him down demanding some answers""" / """Dodgy David Otto. Jenna Hudson from A Current Affair"""*

False because

3.1 The broadcast is an ambush. It was executed the same day as the family inheritance fraud — 38 minutes after that fraud move — not as a stray current-affairs item. “Tracked him down” is the swatting command from Patricia’s lead-in, performed on air.

3.2 Telling a national audience to treat his diary as a police matter is not reporting. It is a direction to engage force against a citizen for work that was being delivered that same afternoon.

Damaging and caused loss because

3.A This is the instruction later victims of the smear obey: call police, kick them out, refuse the gig, extinguish the lease.

3.B It is the assurance that later put Kittie in front of officers as if a finished crime sheet already existed.

Article 2/Claim 4: *"He is preying on young women and girls." / """You'll do just about anything to get young women into their bikinis""" / Girl Club / International Bikini Choir*

False because

4.1 Bikini show-and-merch work is the product. Promising work is not predation when the product is the work. Ashleigh on hidden camera selling tickets and Easy Guitar is a booking spiel.

4.2 There is no drink-spike on this tape. There is no particularised “lucky to get away” act. Those are 2017 inventions walked backwards onto this hunt. Monique was on commissioned promo work and delivered home after review. Shayla had two years of chat, apartment training, home bookings, and Movie World before the 7pm send of this very tape.

Damaging and caused loss because

4.A This is the first nationwide girls-and-crime sheet.

4.B It is the costume later used so four officers and a 2022 watch-house can be read as the payoff of a 2015 “prey” open, and so Kittie’s US help-request can be read as flight from a real hunt.

Article 2/Claim 5: *"He is a scam artist and a compulsive liar." / """one of Australia's most notorious con-men""" / """doesn't own this glamorous Gold Coast house … He just stole the photos"""*

False because

5.1 This is not an independent find of a notorious con-man. It is the seed broadcast built from Patricia’s breadcrumbs, aired the same day as the inheritance fraud, 38 minutes after that move, to bury exposure of the theft.

5.2 Promo stills in an ad are not title fraud. Six days of internally consistent testimony and the achievement record at 1.1–1.13 were later discarded because they were inconvenient to entering judgment for the defendant.

5.3 Hidden-camera ambush sold as rescue is the method: invent on Facebook, send the crew, air the wreckage, call the wreckage proof.

Damaging and caused loss because

5.A “Notorious con-man / compulsive liar” is the master label every later page reprints as “history.”

5.B This is the tape sent to Shayla at 7pm, to Monique’s referee, to Ariel Kelly, and into the Bundall recovery group. Investor scatter, death threats that night, the April 2016 “I know who you are DO” eviction, and the later police and housing cascade all run off this first bake.

Interim events:

DATE	FACT
2015-07-24	Death threats from public to personal inbox immediately after broadcast. "You're gonna get what's coming" / "he should be shot" type rhetoric.
2015-07-27	Filed against the publisher for defamatory imputations. Too preoccupied with personal safety. Smear worked to distract off the letters of administration filing and the fraudulent "no contest/clean file" transmission of the inherited estate.
2015-10	Multiple visits with Shayla. Phone training, in-person training. She works in her own home office, reviews over phone.
2015-10-09	Shayla attends Movie World night with David and Kittie socially.
2015 10 15 21:00	David explains over text to Shayla others dropped off due to defamation. She replies: silly people, still meeting at yours 7am?

2015-10-16 After a fun day, Shayla — later the star of articles 3 and 4 — was sent article 2 by Patricia. Shayla later admits Patricia contacted her daily and that they authored the November piece together.

c. 2015-10-21 Shayla calls Kittie: sassy, childish, "it's a scam, it's a scam."

Shayla admits that she has received contact from Patricia Higgins on a daily basis.

Shayla, aware he is suing Channel 9, deletes her entire chat history with Kittie — the messages in which she admitted she left because she had been sent, and had watched, the 24 July 2015 video.

2015-11 Shayla is then coached heavily by Patricia Higgins to do another article using fake claims and contact-police rhetoric. Later repeats these fake claims under oath, in contradiction to evidence she holds / deletes.

2015-11-12 David attends recovery meeting with angel investor and mentor investor worth $275m.

2015-11-14 Fake Shayla article published. Investors drop off, can't be associated.

Fake Article 3: 14 Nov 2015 Gold Coast Bulletin

Article 3/Claim 1: ['Indecent Proposal' STATE LIBRARY / MICROFICHE — Gold Coast Bulletin, 14 Nov 2015, same-day News Corp sister to Daily Mail #4]

False because

1.1 This page is not available online. That absence is not innocence. It is the one takedown in the stack, and it raises the question the later packages need buried: the 14 November 2015 Gold Coast Bulletin, like Daily Mail #4, does not contain a drink-spiking allegation, because that false claim was not invented until 2017, when Shayla inadvertently messaged David on the promotional profile with her “stay safe” victim-parade campaign.

1.2 Until the microfiche is in hand, this row rides the same-day sister facts already examined in Fake Article 4: Shayla had chatted with Kittie since 2013, trained at the Main Beach apartment, generated bookings from home, gone to Movie World, crossed to Tangalooma after being told the others had dropped off, and only broke after the 24 July 2015 article hit at 7pm. “Receptionist” was her mother’s-cover line, not the posted job.

1.3 Submission will be amended with the Bulletin’s exact words once the State Library copy is obtained. Takedown of the live URL does not retire the publication. The microfiche is still a published article and still has to be removed from the remaining stack.

1.4 The title alone is fiercely false and defamatory. “Indecent Proposal” is the Robert Redford / Demi Moore film, and the book of the same name: one million dollars cash for sex. That is the allegation the headline plants. It never occurred. The ad on offer was a reward for abstinence, so there would be no repeat of the antics Monique engaged in that intercepted the island deal. Shayla later does openly allege she was offered cash for sex, and she pins it at 7pm — the same hour she was in fact sent the articles, betrayed her friends, and admitted in Facebook messages that the article was why she left. She then deleted those messages and, in 2019, lied under oath in direct contradiction of the deleted contents.

Damaging and caused loss because

1.A A recovered island investor was lost off this 2015 News Corp hit.

1.B Leaving even a pulped or library-only copy in the historical record keeps the seed smear available to anyone who reprints “history with Otto.”

1.C The publication was reckless as to falsity and as to the harm, loss, and damage it would cause. Absence of the spike on this date is itself evidence that later spike packages are a 2017 invention walked backwards onto 2015.

Fake Article 4: 14 Nov 2015 Daily Mail

Article 4/Claim 1: *"Young woman, 21, stunned after applying for a receptionist position only to be told it was 'group romance as an island girlfriend'"*

False because

1.1 “Receptionist” was not the posted island job and not a mainland resort listing. After years of chatting and weeks of friendship and work, Shayla asked what she should tell her mother if she was away a lot. The answer on the boat was: just say you are a receptionist. She later took her own words out of that exchange and published them as if the offer on the ad, and on the resort itself, had been a receptionist post.

1.2 She responded to a job ad Kittie sent her casually. She had already completed daytime training at the subject’s Main Beach studio apartment — home office — with another girl there too. She was already doing admin booking work from her own home on a script, plus a follow-up call to review bookings she had generated. Only after that did she go on an optional promo-footage trip. She was told everyone else had dropped off because of fake claims. She texted back: silly people, meeting at yours at 7? She knew, and she wanted to go anyway.

Damaging and caused loss because

1.A The headline makes a mother’s-cover sentence into a bait-and-switch sex job.

1.B That is the first public brick in the girls-and-island crime sheet they were inventing.

Article 4/Claim 2: *"I had no idea he wanted some sort of relationship" / stunned stranger arriving into a one-bedroom trial*

False because

2.1 Shayla knew them. She had chatted with Kittie on Facebook since 2013. She met them in 2015. There were multiple phone calls and work from the home office. She trained at the apartment. She followed up clients. She is not a walk-in who had never heard of the subject.

2.2 The subjects won Movie World special tickets for appearing in a TV commercial and shared them with people they knew. Shayla went and loved it — many passes through the haunted house, Kittie and David then Shayla behind, giggly, on the train through the attraction. There is video of that social fun. The Tangalooma trip came after that day, not before it.

2.3 Of her own accord, after being sent a link from the Whitsunday festival island page, she looked up a different ad she was never sent — the island-girlfriend alternate — to test whether a reward-for-abstinence option would fix Monique running off with the vendor and ruining the deal. She texted that island girlfriend looked cool, then commented on the page that she should change teams. That comment shows she understood two different options. Neither required the interaction she later invented.

Damaging and caused loss because

2.A “No idea / stunned” erases two years of chat, the apartment training, the bookings work, and Movie World.

2.B It is the stranger-victim costume. Without it the page does not stand.

Article 4/Claim 3: *"At night they asked her to cuddle" / """$400,000 trust fund if she 'committed'""" / """follow her everywhere"""*

False because

3.1 Those acts are the later invention. On the Friday she had already been on the island all day. David and Kittie were asleep by 9pm after a day that started at 4: 30am getting ready and driving to the barge. The chaos began only when the 24 July 2015 article landed at 7pm, via a Google David Otto post on the Whitsunday page. Shayla sat stunned outside the hotel room with the door open, watched it, then sat and smoked for another three hours. She went to reception at 10pm, mentioned the July 2015 article, and got another room. Staff were happy for her to go back into the original room by herself to collect her belongings.

3.2 She made up a story at the desk about a Coast Guard mother with cancer. After leaving she was with Kittie on the sand and admitted she left because of what she saw in the article she had been sent. She later deleted those admissions — destruction of evidence in a live case, Nine already having been sued, so the messages could have shown the article's effect.

3.3 Extending island-girlfriend, or floating a third option of actually dating the subjects, was her enthusiasm after Movie World and a weekend away with friends. They were not really into that path, did not run the usual social-project consent game with her, and did not see her that way. She then published her own cover-line and her own optional extra as if they had been the posted job.

Damaging and caused loss because

3.A Cuddle / trust-fund / followed-everywhere is the indecency overlay printed as the night's facts.

3.B The night's facts are: article at 7pm, three hours of smoking, reception at 10, deleted sand admission.

Article 4/Claim 4: *"calling more young women to book them into his next 'island tour'" / trial with ten girls that "ended up just being her"*

False because

4.1 Calling women to book the next island tour was the admin work she had already been doing from home, on a script, after apartment training. Publishing it as a shock substitute for "receptionist" hides that she had already generated bookings and sat a review call.

4.2 She was told the others had dropped off because of the fake claims. She confirmed 7pm at theirs and crossed anyway, with friends, for promo footage she could have declined. That is not an ambush of a lone girl who thought ten strangers would be there.

Damaging and caused loss because

4.A "Ten girls / only her" is the isolation scare. The texts show she knew the drop-off and still came.

4.B It preloads every later "lure" package.

Article 4/Claim 5: *The page as a stunned-victim first complaint, later used as the 2015 source Nine kept in view while hiding how thin it was*

False because

5.1 She left and sided with the powerful media after seeing the article. That is the betrayal of friends, plain and simple. She then admits Patricia Higgins — David's aunt's PR — contacted her almost daily to goad the story up. Shayla was boisterous and smug about the power-trip pity party. Patricia's function was to assassinate his supporters. The "maybe I should change teams" post is the likely flag that got the 7pm link sent to her directly.

5.2 There is no drink-spike on this page. That allegation was invented in 2017 in the Amelia chat to prop up a later "lucky to get away" line that this 2015 article does not even carry as a specified act. Nine later kept this piece in the stack and kept the emptiness of 2015 out of sight so the 2017 invention would look original.

Damaging and caused loss because

5.A This is the seed article. Every later “history with Otto” package grows off it.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

5.C A recovered island investor was lost. Recovery was back in play on Thursday 12 November 2015 at the Bundall investor-mentor meet. These weekend publications hit the next days. The group scattered. People were no longer able or willing to stay involved with the made-up, Patricia-coached, smug, braggadocious, behind-closed-doors Shayla smear.

5.D At that date the island was still recoverable. It had not been lawfully rescinded. The project would have continued to fruition but for this weekend set. Ariel Kelly’s $150,000 island pledge was destroyed. The Bundall Telstra-award businessman, worth $175 million and overseeing the island-project recovery, was driven off the same hit.

5.E Clive Evatt later rigged the filing so as to sue the wrong person on purpose, specifically to delay the damages claim until 2016 — a good period after the loss caused by the initial publication. “We’ve probably sued the wrong paper” was not a slip. It is too easy to check the publisher, and he did not get that wrong anywhere else. The motive was the gigantic figure of loss caused by this next article set after recovery from the first.

Interim events:

DATE	FACT
early 2016	Jamie and Dee try to take the full sale proceeds by fraud, even attempting to cut John Germany off from receiving anything after he helped with the fraud.
early 2016	John Germany suddenly reaches out to David, acts as if there was goodwill the whole time, announces for the first time he is in other contact about whether David is ok after the 2015 smear, does not even mention it, then offers David some portion of the remainder. David later realises this was only because Jamie, Dee and Carole, with Mireille's help, were cutting John out of the $15k he wanted, while also helping enforce the fake invoices against the real heir.
mid 2016	After David is paid a reduced portion from the remainder they were trying to keep from him through fraud / fake bills and invoices: Jamie posts the 7 Jul 2015 ACA article to his Facebook profile to amplify the damage and in retaliation to David asserting his rights. No other contact.
2016–2019	Four bankruptcy-threat letters from Nine.
2017-10-25	Trustee chosen by the article publisher appointed to control the plaintiff/subject's only home.
2017 onwards	Threatened out of bringing evidence and calling any witnesses.
2018-08-31	Clive Evatt died. The now disbarred, recently sentenced for case tampering and criminal court misconduct, Michael Rollinson takes over.
2018-12	Kittie reaches out to Shayla to ask her to start telling the truth
2018-12	Gag order put on just David and Kittie

May 16 2019

Judgement

FINDINGS REVIEW SCHEDULE

Ashworth aka Otto v Nine Network Australia Pty Ltd & Ors [2019] NSWDC 188

Gibson DCJ — 16 May 2019

Prepared for ministerial review of unsafe findings relied on to enter judgment for the defendants, where exculpatory evidence was kept out of view.

METHOD

Part 0A-0I = Unsound platforms on which the later false findings were built

Topics 1–15 = false findings used to enter judgment for the defendants.

Each item:

Judgment quote / finding

Deliberate false finding because:

0.1 / 1.1 / 2.1 … date + AFFA + EVID

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PART 0 — FALSE GATEWAYS

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False Gateway 0A *"Much of the factual evidence is documentary (for example, material on websites, emails and videos on YouTube) and neither the factual matrix this material discloses nor its authenticity are in dispute." [3(e)]*

Deliberate false finding because:

0A.1 Documents can be authentic while the meaning is contested — proposal, hold, concept, unfinished build, growth plan. Authenticity of a file is not agreement to Nine's caption on that file.

0A.2 The sentence treats the articles themselves as agreed facts. They are not. Every negative imputation is contested. The articles are the opposite of his true nature: talent, work ethic, and the ordinary reasons people were drawn to the work — looks, wit, tenderness, emotional expression, honesty, trustworthiness, and hard-working ambition.

0A.3 Key points relied on were not neutral documents. They were verbal accounts from people who had already been shown a previous fake article and then coached into their first negative account.

0A.4 Proceedings were moved to Sydney. He was kept out of most of it until the end. Counsel refused to meet before listing, despite a request that counsel arrive a week early to do exactly that. Nine cameras were at the property in the same window, filming and filing pet complaints.

Damaging because:

0A.A This sentence converted a live dispute into "already proved" before Auchenflower was even reached.

0A.B Once declaring "the (evidence) matrix is not in dispute," and the bundle included the fake broadcast material, every later false finding can be written as if the plaintiff had already conceded the smear.

False Gateway 0B *"Plaintiff's success "limited"; "apart from some brief success in about 1999–2000, his music has not been professionally recorded or played on radio stations. Nor has it been performed at concerts or on concert tours attended by paying members of the public." Vast bulk "organised by the plaintiff himself, frequently in his own home." [5], [64]–[70], [138]"*

Deliberate false finding because:

0B.1 This finding does not support the central and criminal proposition of event fraud / scams / contact-police. Limited commercial scale is not "no events whatsoever," and it is not a crime sheet.

0B.2 It ignores the catalogue, booking and sell-out method already in use, and conveniently ignores 2007–2015, when family tampering in his finances and housing caused catastrophic effects. Those same people instigated these materials. That is why the file was rigged with falsehoods.

0B.3 It dismisses evidence already before the court of constant performance to tens, hundreds and thousands — before, through and after the window they had to diminish — because that evidence controverted the defendant's dangerous fake claims of event fraud and "contact police," which they were rightfully being sued over.

0B.4 It ignores the leverage already proved: 7-bring-7 to 50+ in a hall, then the same method applied as 20 promoters × 10+ a day. Continuous performance, teaching and event history from childhood; catalogue, albums, study, awards and prior tours already completed. AFFA — long-term performance history. AFFA Nov 2014 Music Lounge.

0B.5 "Not professionally recorded" is an insult used in the next article. It does not equal criminal fraud or contact-police. As if to say: even though he had professional sound-engineer training and had worked with audio-recording tech for over 20 years, because he did not pay someone else to record his music he is a criminal fraudster with no intent of putting on or playing at the events he promotes — events at which he would perform the music he wrote and successfully recorded to play onstage.

0B.6 Trent Reznor and others who record themselves are not treated as criminals. Billie Eilish is widely celebrated for recording "bad guy," and in fact the entire award-winning album, in a bedroom with her brother. Those recordings won Grammys, awarded down the street from where the plaintiff had already performed in Hollywood — only with Nine in tow, contacting his band members and laying fake stories on them after showing them previous fake stories to parrot, then blaming it all on him, while loyal followers were attacked and that material then inciting attempts on his life back in Australia.

0B.7 Chugg, Rage Against the Machine, Shinedown: a dorm-room / lounge start is a recipe for success, and proof of putting on, playing at, and existing. Things done on a budget, cleverly, with fans' help, were mischaracterised as crime. They are not. They are savvy, no-debt business practice. They should have been celebrated as innovation. Family did not want him having any money. Media, then police and other government departments, helped.

0B.8 The estate-funded music base and paid mini-apartment events were already running until guarded by police and fraudulently transferred away by financially abusive family. The threats, the ambush and the smear came right after he asserted he was going for letters of administration and an accounting of estate resources. Death-threat and fraud transfer sat the same day as the ambush at the studio where these fake claims began. AFFA Nov 2014 Music Lounge.

Damaging because:

0B.A "No real career" became the platform for "therefore every later event was fake."

0B.B The defendant mistook this as success because the article spoke to his effort and intent, not results — especially misleading when the defendant was intercepting those results at every turn.

False Gateway 0C: *"Events “not merely ‘aspirational’ (to use the description preferred by the plaintiff: T 167, 250, 272, 382, 396, 418, 470, 476, 500, 709), but fake.” [6], [72]–[77]"*

Deliberate false finding because:

0C.1 The word was projected by the defendant barrister and pressed in cross-examination. AFFA – / EVID – T 395–396 “aspirational as you said”

0C.2 The plaintiff’s actual understanding when the def3ndant continued to prefer amd project this word on the plaintiff (put words in mouth) was growth: smaller events first, then larger events. AFFA – 7-stage concert-size plan / EVID –

0C.3 Study, catalogue, completed prior tours and awards are the opposite of inventing concerts out of nothing. AFFA – / EVID –

Damaging because:

0C.4 A pressed word was converted into a confession. Every later “scam” finding leans on this.

False Gateway 0D: *Email seeking safety / “witness protection”; 500-page book called for and used against the plaintiff as character / “fool” / “deluded” material. [4(a)], [62], [258], [393]*

Deliberate false finding because:

0D.1 The book was harvested by the defendants, not led as the plaintiff’s case. AFFA – / EVID –

0D.2 The safety email was treated as oddity instead of proof of threats already in play. AFFA – / EVID –

Damaging because:

0D.4 A protection request and a seized manuscript became proof of delusion.

False Gateway 0E *Calls for undiscovered documents; evidence they were left in a red Barina later towed; limited late production used as a credit hit. [4(b)]*

Deliberate false finding because:

0E.1 Documents were threatened away and physically displaced, not invented. Police were used to disrupt and displace throughout discovery with fake cases later dismissed or discontinued. AFFA — discovery window.

0E.2 Own counsel discouraged production after the plaintiff wanted to bring boxes and boxes. There was constant looming theatre that they would quit and pursue costs if he did not follow their instruction, while they ignored his.

0E.3 It is a true fact that documents stored in the red Barina at the Gold Coast were looted while he was away setting up the next property after displacement by Remax, after Remax had seen the articles. Hundreds of documents related to event prep were removed from that vehicle. The vehicle was left in the carpark.

0E.4 The court said there were not three red Barinas when there were. Calling a fact a lie, again, brings the court’s own credit into question. That should not happen even once. It happened every time the plaintiff had an incontrovertible fact that debunked the article claims the defendant could not explain away.

0E.5 That links back to the plaintiff’s own counsel undermining the case, then blaming the client, then on the last day bragging “hindsight is 2020,” then organising a new ambush on their own client.

Damaging because:

0E.A “Cannot produce” was treated as “therefore lying.” That is how hidden evidence becomes a finding against him.

0E.B Limited late production was then used as a credit hit, after the same process that had emptied the car and gagged the boxes.

False Gateway 0F *"Plaintiff gave evidence alone. No reputation witnesses. No aggravated damages claim." [3(f)], [59]*

Deliberate false finding because:

0F.1 Many witnesses were relevant and requested. They were blocked by his own counsel, who later threatened him out of speaking up when exculpatory evidence was being hidden by them. Witnesses and supporters had already been threatened off or dropped after smear circulation.

0F.2 Ariel, the investor who proved he did have significant money for the project besides an existing customer base, was blocked from appearing on claimed travel cost. The defendant's supporter of the articles was allowed to appear by video from what appeared to be her home.

0F.3 When first filed, significant aggravated damages were claimed because the article was deliberately false. The first he heard of the change was at trial: "aggravated not pleaded." Pulled aside. Assured no damages are pleaded. Walked straight back into court and stated aggravated damages are not pleaded, in complete violation of his request. That shows the lawyers were making it their application to help the defendant, not their own client. "Hindsight is 2020" — as if to say: we duped you because you trusted us, and you have only figured it out now.

0F.4 Counsel threatened he would be arrested for witness-tampering if he personally reached out to any of even his own family or witnesses. That isolated him. He could not safely call anyone. After lies on the stand by a defence witness he deeply requested counsel bring certain people and tender documents that easily debunked what had just been said — material to the conclusions, and that would have turned them back toward his assertions. They did not call them. That was not him. That was counsel. Counsel is now disbarred. The reason given was cost of a flight, yet the defendant's main witness appeared by video from home. He later found out the key witness had been beaten, head stove in, at a party.

0F.5 The finding makes light of the central and most damaging assertion: such criminality in the events that police should always be contacted. That is more likely anti-competitive toward an independent. It tries to make industrious and resourceful work look like a crime sheet.

Damaging because:

0F.A Used later to award zero damages even on the alternative path. [375]–[383]

0F.B "No witnesses / no aggravated claim" is then read as if he had no reputation and no sting, after counsel stripped both from the file.

False Gateway 0G *Capacity: (l) age-lie, (m) pervert-filming held conveyed; (r) voyeur NOT conveyed; Bulletin (c) sex against will NOT conveyed; alternative justification findings made anyway. [22]–[55]*

Deliberate false finding because:

0G.1 The pleaded imputations were not the article words. The damaging article lines still sat in the room and coloured the sting. AFFA — article/claim sheet.

0G.2 The worst labels — group sex, lure, serial conman, contact-police, later drink-spike — were the ones that did the most damage. Counsel had already pulled many of those imputations off the application to "soften" the media claims for court. The published words remained. The court then found some sexual heads "not conveyed," while leaving the same colour in the file.

0G.3 Age-lie and pervert-filming were held conveyed. Voyeur was held not conveyed. Bulletin sex-against-will was held not conveyed. Justification findings were then made "in the alternative" on heads she had just said were not carried. That is not capacity analysis. That is keeping the sting after dropping the label.

Damaging because:

0G.A Worst labels were let in through the article text; labels she said were not conveyed were still justified in the alternative.

0G.B The public still reads the full article. A finding that “voyeur / sex against will were not conveyed” does not take those lines out of the broadcast or off the page.

False Gateway 0H

After reserve, nine separate emails were sent to the court clerk directly by the plaintiff / reopen application; almost all further documents refused. [4(d)], [384] –[395]

Deliberate false finding because:

0H.1 On the day judgment was reserved, 20 March 2019, the plaintiff — not the media defendant — sent nine separate emails to the associate. Those emails were the reopen application. They enclosed the materials that proved defence witnesses were lying, and that his own counsel had either not brought to court after he sent them, or not tendered when instructed to.

0H.2 He was emailing from a hotel room. What went in those nine emails included hidden material he then had on hand. Much more that also debunked the defence witnesses was not in that room. It was later found sitting in plain view — material that had been kept out of the process even though it was available to counsel during the hearing.

0H.3 The media defendants consented to two documents. Almost all of the rest were refused. Refusal after reserve was then written as if he had had a full trial on those facts. He had not. Counsel had already blocked the boxes. The associate emails were the last door.

0H.4 Leave to reopen is not a courtesy. It is the correction of a trial in which the plaintiff’s own lawyers hid or declined to tender the paper that answered the live lies. Treating that refusal as “nothing further of weight” converts counsel’s default, and the hotel-room limit, into a finding against the client.

Damaging because:

0H.A “Cannot reopen” was treated as “therefore the record is complete.” The record was the smear plus the documents counsel left in the bag.

0H.B Every later reprint of the judgment as “substantially true” sits on a file that closed the gate on the paper that proved the defence witnesses false.

False Gateway 0I

Judge asserts irrational claim: event was fraud because he had a second venue so the date could still go ahead — Metricon as the pitch, Marriott as first-year / date-save for the branded event franchise.

As if to say: because he organised a backup so fans still got a night, plus monthly lead-ups to prove the concept, he had no intent to put on or play at any event he promoted at any time — even though he had already run paid events across the road before upgrading and continuing.

Deliberate false finding because:

0I.1 The published reasons at [101]–[108] do not find a crime in having a contingency. They find a scam because there was no Metricon contract yet, because he said he would obtain numbers and then book ([105]), and because Higgins said she was told she could start selling at once ([106]). Sell-then-book for a stadium pitch is ordinary promotion. It is not event fraud.

0I.2 Marriott was the first-year room: monthly proof-of-concept and the date-save if Metricon was not yet live. Metricon was the upgrade pitch once the team and ticket method were proved. Two holds for one branded night is how a franchise date is protected. It is not “intermingling fake events at real venues” ([107]).

0I.3 That method was the career advice of Michael Chugg Entertainment in 2012: start small, really small — the same path used around Rage Against the Machine and Shinedown. The court and the defendant then vilified that skill as proof of their theory after the fact. They had no event-crime. They had to say a working contingency was something else, to invent evidence that does not exist.

0I.4 He had already put on and played paid events across the road before the upgrade. Training Higgins and Sharp to present a function to Metricon after numbers existed ([106]) is make-good of a real night, not a phantom stadium.

0I.5 It was in fact outstandingly diligent of him as an event organiser to hold the second room. That is what a person does who wants the night to go ahead so he can play, prove the concept, then syndicate. Writing that diligence up as fraud reinforced a concerted effort to defeat his emergence as an artist.

Damaging because:

0I.A A date-save and a stadium pitch were sealed as the “modus operandi” brick. Every later listing at a real venue then reads as the next count.

0I.B Good promoter practice — start small, hold a backup, prove the monthlies — was converted into the contact-police story they needed and did not have.

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TOPICS 1–15 — FALSE FINDINGS USED TO ENTER JUDGMENT FOR DEFENDANT

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TOP 15 LOAD-BEARING FINDINGS OF “FACT”

Ashworth aka Otto v Nine Network Australia Pty Ltd & Ors [2019] NSWDC 188

Working extraction for submissions / affidavit mapping

METHOD

Each item is:

1. The finding the Court treated as true
2. The evidence the Court said it relied on
3. The evidence error type used to 'prove'
4. The missing/ hidden evidence that firmly flips it

Error types:

A = Oral lie treated as fact

B = Contrary / exculpatory evidence hidden, excluded, or not used

C = Plaintiff’s true account treated as false

Note: Many of the worst defamatory imputations — the ones that did the most damage — were removed from the application by corrupt counsel to “soften” the media claims for court. Those imputations are nonetheless attended to above, quoted exactly as published, and again with evidence that the claim was deliberately false, and known to be deliberately false at the time.

False Finding 1 *"Auchenflower was a fake concert / scam. No event 3 Feb 2015 or any Feb/Mar 2015 date. Bands in Town used to obtain money. $35 never refunded. Salvation Army donation made to falsely claim a refund." [78]–[86]*

Deliberate false finding because:

1.1 *On 2014-11 to 2014-12, apartment sessions were actually run. AFFA - 2014-11 EVID - 2014-11. Hundreds of live sessions already existed at the venue, including through Feb March 2015. That is not “no event.”*

1.2 *On 2015-01 to 2015-02, regular vocal-choir sessions ran Monday Brisbane and Tuesday Gold Coast. AFFA - 2015-01 EVID - 2015-01. Two-city weekly rehearsal then performance sessions are intent to rehearse then perform.*

1.3 On 2015-01, a training session was conducted at Auchenflower Hall with David in attendance and multiple attendees. AFFA - 2015-01 EVID - 2015-01. A room with attendees is not a phantom concert.

1.4 *On 2015-02, assistants took the event off the planned path and made the next date unsafe to attend. AFFA - 2015-02 EVID - 2015-02. A hijacked date is not proof the show was invented to steal $35.*

1.5 *On 2015-03, Patricia sabotaged the intended date and the finding puts that failure on plaintiff. AFFA - 2015-03 EVID - 2015-03. The person who broke the date is not the plaintiff.*

1.6 On 2015-02, Mel admitted the continuation ran as a car-parts seminar. AFFA - 2015-02 EVID - 2015-02 - facebook message. They kept a gathering and changed the wrapper. That is not him “never having an event.”

1.7 *On 2015-02 to 2015-03, a new venue was sought to continue the same concept. AFFA - 2015-02 EVID - 2015-02. Hunting the next room is make-good, not a scam exit.*

1.8 *In 2017, after Western joined the smear bandwagon, a 14-day rule was put up: supply a send-to location for the credit or the sum is donated in that name. AFFA - 2015-03 EVID - 2015-03. That is a completion rule, not a cover story.*

1.9 On 2015-03, Mr Western did not supply a usable and wilfully refused to supply any send-to location (even money order to c/o post office) and the $35 stayed in escrow, where it still sits. AFFA - 2015-03 EVID - 2015-03. Held pending an address is not “never refunded.”

1.1 *On 2015-03, donation to charity in that name was the fallback once the location was refused. AFFA - 2015-03 EVID - 2015-03. A named donation after a refused address is not fake-refund theatre.*

1.11 *On 2015, after a permanent ban, a refund was offered again and refused so the scam story could keep running. AFFA - 2015 EVID - 2015. Terms of refund were met. Refusal to receive is not non-payment.*

1.12 On 2019-05-27, 9 / A Current Affair published using photos of plaintiff concerts and footage they already had, while the gag order bound only the plaintiff. AFFA - 2019-05 EVID - 2019-05-27 - 9 ACA publication. Concert photos and held footage cannot sit next to “never intended to put on or play at anything he promotes.”

1.13 *On 2019-05-27, 9 / A Current Affair used footage of a 2018 USA performance while the defendant was still in court on the line that plaintiff has no intention to put on or play at anything he promotes, and that if anyone hears of plaintiff trying they should contact police. AFFA - 2018 EVID - 2019-05-27 - 9 ACA publication + 2018 USA performance footage. Publishing a real 2018 USA show contradicts their own “no events / no intent” win.*

1.14 *A photo of a live session inside the exact venue appears unwittingly in the broadcast itself. The photo was lifted from the plaintiff’s own website as “proof no events occur at Auchenflower.” It is a photo of him conducting a session at Auchenflower, with two admin assistants in the foreground.*

1.15 The Scout subpoena answer carried false assertions. Leases and keys to the venue had been supplied to the plaintiff on three separate occasions: initial provision; a key update in 2012 after the 2011 floods; and yet another in 2014 after a routine lock update on the building. That last key was used through the February events.

1.16 *While Nine desperately seeks the convenience of it being otherwise. Police being uninterested — no charge, and no attempt to prosecute the articles’ criminal assertions — completely collapses a defence of contextual truth. Police are a crime-only service. Nine constantly encourages the viewer to report the plaintiff to them. Police references were simply added around innocuous music-event activity as a tool to defame and foster distrust, to limit income.*

False evidence used to make the finding:

1.E1 Event schedule (Ex 3 Tab 14). AFFA - 2015 EVID - 2015 Ex 3 Tab 14. Misleading because: a schedule is an internal assertion of intended and past work, possibly not even an exhaustive list. It spanned decades of practice, study and live performing. Photos of actual rooms were dismissed. Turning up to court every sitting, on time, on your own dime, and playing gigs while in Sydney, is the opposite of the “fake promoter” behaviour that schedule was used to sell.

1.E2 *Bandsintown page (Ex 3 Tab 5). AFFA - 2015-02 EVID - 2015-02 Ex 3 Tab 5. Misleading because: in 2015 Bandsintown was a gig listing and RSVP board only, not a payment site. No ticket sales portal or payment location could have been given to them in 2015. A date on that page is simply an intended event, and could not be “money obtained through Bandsintown.” A listing is a plan to play.*

1.E3 *Scout subpoena answer: no documents for any event (Ex 3 Tabs 12–13). AFFA - 2004 EVID - 2015 Ex 3 Tabs 12–13. Misleading because: from 2004 Robert at Scout HQ gave a key and casual decorate-and-use of the hall for hundreds of days teaching and entertaining the community, shingle out. No formal booking file is not “no hall use.” Plaintiff testimony on that history was hidden from the court.*

1.E4 “Inconsistent explanations” to Western and in the box. AFFA - 2015-02 EVID - 2015-02. Misleading because: Western simply paid. Credit was held in good faith across the preceding weeks. Others then converted the date after intimidating David with dangerous driving and an express intent to take over the event concept and venue with different content after doing the math. The Gold Coast stream was sabotaged before the first April lead-up. Only after Western joined the bandwagon was he told the credit was void, he was permanently banned, and he had to name a refund address. That is sabotage plus a later story, not two honest versions of a scam.

1.E5 *Interrogatory that the $35 was donated, later shown to post-date that answer. AFFA - 2015 EVID - 2015. Misleading because: the donation followed the ban. Until the ban the credit was good. A later named donation is the fallback after a refused address, not proof there was never a show.*

1.E6 *Court treated non-refund as your pocketing of $35. AFFA - 2015-03 EVID - 2015-03. Misleading because: the $35 sat in a joint account with the proprietor who sabotaged the date. She was co-signatory. Release needed her. You still made a good-faith refund path from your own pocket while partnership funds stayed frozen. She was never pursued. The court used that freeze to write the fake “kept the $35” line and ignored thousands of small-ticket attendees on other dates.*

Damaging because:

1.A *This false finding is the first “scam” brick used to say “we proved it all.” AFFA - 2015 EVID - 2015*

1.B *One sabotaged $35 was used to erase thousands of people who paid small amounts and attended. The stack was rigged. AFFA - 2015 EVID - 2015*

1.C On 2019-05-27 they used 2018 USA performance footage to prove events exist, while still using “no intent to put on or play” in court to send the public to police, and the gag bound only plaintiff. AFFA - 2018 EVID - 2019-05-27 - 9 ACA publication + 2018 USA performance footage + gag on plaintiff only

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False Finding 2 *"Bandsintown listings at Platinum International, Mantra Mountain Creek and Marriott were fake events at real venues; this was the (criminal) modus operandi." [87]–[88]*

Deliberate false finding because:

2.1 On 2015, Bandsintown pages for Platinum International, Mantra Mountain Creek and Marriott listed a proposed venue and date only. AFFA - 2015 EVID - 2015 Ex 3 Tab 5. In 2015 Bandsintown was a gig listing and RSVP board, not a payment site. No ticket sales portal or payment location was given to Bandsintown. A listed date is an intended hold, not a completed ticketed concert and not “money obtained through Bandsintown.”

2.2 On 2015, the same method was used as for Main Beach: first gathering free, second paid if it went ahead. AFFA - 2015 EVID - 2015. A free-first / pay-second run is how a real date is tested. That is not a fake event parked on a real venue to steal ticket money.

2.3 On 2015, Marriott attendances were business meetings, not advertised as the concert itself. AFFA - 2015 EVID - 2015 T 1077. Higgins saying no music was played at those meetings only proves they were meetings. It does not prove the performer / songwriter advertised a phantom Marriott concert.

2.4 On 2015, the plaintiff’s schedule did not list those nights as performances. AFFA - 2015 EVID - 2015 Ex 3 Tab 14. A working schedule of confirmed play-nights will omit holds, enquiries and proposal pages. Silence on the schedule is not proof the listing was a scam.

2.5 Bandsintown in 2015 was a billboard only. It had no ability to sell tickets. Musicians use it. Venue changes and date adjustments are common in live events. On the balance, a man with 20 albums and hundreds of live appearances over decades is going to be planning on performing — including for the love of it. That is why Nine’s own broadcast still carries footage of him performing, and audio of his catchy music, kept in by deliberate editing. A listing that cannot take money is not a modus operandi for obtaining money.

False evidence used to make the finding:

2.E1 Bandsintown pages for Platinum International, Mantra Mountain Creek and Marriott (Ex 3 Tab 5). AFFA - 2015 EVID - 2015 Ex 3 Tab 5. Misleading because: those pages were proposal / hold / intended-date listings at real venues. Mixing a real venue name with a planned date is how booking starts. It is not a modus operandi of fake concerts.

2.E2 Plaintiff’s event schedule omitting those nights as performances (Ex 3 Tab 14). AFFA - 2015 EVID - 2015 Ex 3 Tab 14. Misleading because: the court treated an incomplete internal list as the whole universe of work. Proposal nights and meetings do not belong on a performance schedule. Their absence is consistency, not guilt.

2.E3 Higgins: no music played at the Marriott meetings (T 1077). AFFA - 2015 EVID - 2015 T 1077. Misleading because: that answer is about meetings. The finding stretches it into “no concert was ever intended at a Marriott.” A meeting with no set is not a fake billed show. Further, meetings were meetings on a Tuesday, sample events including live performances were organized with the Marriott for after the 1st 4pm meeting of each month - music to commence from 5pm, with those monthlies culminating in the main event scheduled for Friday October 16th. The unique event branding used throughout weekly, monthly and annual events. It is designed as an event franchise with that branding and continues currently.

2.E4 Pattern inference from Auchenflower / Metricon. AFFA - 2015 EVID - 2015 [78]–[88]. Misleading because: Finding 2 is stacked on Finding 1. Auchenflower was not a phantom concert. A second “fake venue listing” brick cannot be built off a first brick that is already false.

Damaging because:

2.A Findings [87]–[88] were later used to manufacture “famous / notorious.” AFFA - 2015 EVID - 2015

2.B Proposal pages at real venues were relabelled as the performer / songwriter’s method of crime, then copied into the “we proved it all” stack. AFFA - 2015 EVID - 2015

False Finding 3 *"Metricon / Bikini Concert was a scam. No booking. Tickets/flyers printed to create a false stadium show. Higgins told she could sell immediately. Ad left up after Dan Smith texts." [89]–[101]*

Deliberate false finding because:

3.1 Proposal-first: demonstrate demand, then lock the venue. AFFA — T 230. EVID — T 230. That is how a stadium pitch is built. It is not a phantom show.

3.2 Higgins' own words were "option to sell," not a live mandate. AFFA — T 1077, T 1088. EVID — T 1077, T 1088. A directive to train only in week-one is not "start charging the public for a night that was invented to steal." - it is actually a clear directive not to sell, only train to show capability.

3.3 The ad remaining online is not a live scam. It showed a past date and no purchase link. He still intended to update it and move forward. He was fiercely distracted by the drama Patricia was creating. He wanted to reliven and continue the night — not bury what she had killed. AFFA — T 252–253. EVID — T 252–253; Ex 3 Tab 16; SMS pp 76–79.

3.4 Bikini Concert was a branding concept first: music plus a related fashion line. Same method David's friend and 2000 gold medal winner Natalie Cook coached him on — get the vision right for you and your people; she had the gold-medal cabinet before she won in 2000, then went out and created what she had already pictured. Tickets and flyers were the picture of the night, not proof there was no night.

3.5 It began by booking promo merch and training staff to make the pitch at a place the event could happen if more proof of concept was needed. Auchenflower access and the Music Lounge apartment were already a third and fourth room for the branded concept. Training materials Higgins later held on the first broadcast were week-one training only, with a view to go and pitch.

3.6 The second meeting secured Marriott as both the meeting / lead-up event and the main-event backup, through bar manager Alex Hamilton. Patricia then destroyed the whole thing with fake criminal claims over the next two weeks, reported it again on Facebook, then led it to ACA after he got back on his feet.

3.7 Three months later, in June, she attacked the next business too — even though a venue was being used and clients were on contract after the free-trial model (free guitar with free first class). That second business fed payments into the June Temple Island contract. She had been told she would be sued if she did not stop chasing his income to defame him and make false crime claims. Aspects she said were not there, and which she labelled a scam, were there. When they were there again she still called it a scam — live regular prepaid venue use and clients on contract included.

3.8 Even though she was proven wrong, she continued with the same rhetoric without dealing with that evidence. She was also served with a copy of the filing, and she was listed as a codefendant. She listed it online saying it was a fake court case, even though it had a filing number on it you could check and prove it was not. In the holes, people would ignore its existence after she was so adamant that real things did not exist — likely because she was assigned to erase them.

False evidence used to make the finding:

3.E1 Metricon subpoena / no contract (Ex 3 Tab 16). Misleading because a proposal pack before the lock is not a forged booking. Absence of a stadium contract on day one is the ordinary state of a pitch, not a completed fraud.

3.E2 SMS chain with Dan Smith (tender bundle pp 76–79). Misleading because those texts were a negotiation snag, not a final "caught lying" moment. Treating a venue query as a busted scam is the C pivot.

3.E3 Higgins T 1077 and T 1088. Misleading because “option to sell” was preferred over “proposal-first” (T 230) and converted into a live ticket mandate. That is the Court choosing the coached account.

3.E4 Ads still online at trial (T 252–253). Misleading because platform control, sabotage and inability to edit kept the page up. Leaving a listing live after a snag is not proof the night was invented to steal.

3.E5 Concession he had not spoken to Metricon before advertising (T 230). Misleading because that is the proposal-first method he actually described. The finding treats the concession as a confession. It was the method.

Damaging because:

3.A Higgins + Metricon is the seed of the ACA broadcast.

3.B “Option + no contract yet” was written as “scam.” Every later real-venue listing then rides that brick.

3.C The June Easy Guitar / Temple Island cash path was the next target of the same actor, after the branded night had already been broken.

False Finding 4 *"Temple / Girl City Island was a scam because there were no funds even for a $5,000 deposit; ads used other venues’ photos." [102]–[110]*

Deliberate false finding because:

4.1 There was a live contract. The June 2015 offer did not include a $5,000 lump deposit. It was $1,000 a week, accepted as instalments off the purchase. The vendor’s wife then idly added an invalid second deposit that was never offered and is not owed under Queensland law. Two instalments were paid — about two and a half weeks — until the vendor kept them and sabotaged the rest. AFFA June 2015. EVID June 2015 — vendor contract (live on signing, not only on a lump deposit).

4.2 Girl Club had been the band and street-team name since 2006. Jess, later a defence witness that “no events ever existed,” had herself attended eight Girl Club events in mid-2013 and had begun learning songs to play. She left when the fee-for-entry after free-trial model began, once interest was proved. She had made hundreds in income to bring others and brought no one. That is not a phantom resort invented in 2015.

4.3 On 7 July 2015 Jenna Hudson at the ambush first said there was no contract. The plaintiff offered to send a copy. The anchor refused even a generic email address to send it to, then switched the story to “deposit.” The ambush itself interrupted payments. The broadcast then nuked the whole concept — even though hundreds were pledging in, with cards, to stay there before they saw the material.

4.4 A paid ad campaign had already built a strong list: many paid and went; over 20 pledged card details for billing once the video promo was presented; hundreds more expressing enthusiasm. Staff hid that promo in reaction to Nine’s material. Low acquisition cost, high margin: visit or live at a private island. Ariel Kelly had pledged $150,000 from a house she was about to sell. She was sent the 24 July 2015 article after the 7 July ambush and was deterred.

4.5 The vendor derailed the promo-admin team who were there to sell it out, then swatted them off the island after the first paid weeks. Bill later swore he had not seen the articles, so he could not have been referring to them to startle staff during the 29 September entry. He had been told by email from the plaintiff on 4 September. He replied he had in fact seen them, but that it did not change the deal in his view. He then weaponised them, and lied under oath that he had never seen them. That 4 September email — his admission he had seen them — was one of the items in the nine plaintiff emails after reserve, and was disregarded.

4.6 Estate funds that would have completed the buy were diverted by the same family line that needed the “scam” caption. The vendor used the ACA hit to collapse a deal that was still recoverable, then keep the paid instalments. Ads using other venues’ photos are ordinary concept boards for a resort not yet built out. They are not proof there was no island and no contract.

False evidence used to make the finding:

4.E1 Private Islands Online enquiry claiming $2.2–3m (Ex 3 Tab 44). Misleading because an enquiry band is not the accepted June terms. The live deal was the $1,000-a-week instalment purchase, not a $5,000 lump the vendor later waved as a gotcha.

4.E2 “16 June 2015 agreement requiring $5,000.” Misleading because that figure was the invalid second deposit laid on top of the accepted weekly instalment, not what was offered and accepted.

4.E3 Collyer evidence that the contract was later treated as null. Misleading because the vendor treated it as null after using the article to scatter the list, kick the team, and keep the two paid weeks. Nullity after sabotage is not “never a contract.”

4.E4 Ads with photos of other venues. Misleading because concept imagery for an unfinished island build is not a luxury lie. The product was the island stay and the music week.

4.E5 Road trip ending with Thomson / Villanueva leaving with Collyer’s help. Misleading because departure after the article and the vendor’s derail is the scatter, not proof they were never there to sell it out.

4.E6 “No funds even for a deposit.” Misleading because two instalments were paid, Ariel’s $150,000 was pledged, cards were pledged, and estate money that would have completed was diverted. The empty-pocket finding is the product of the intercept, not the starting fact.

Damaging because:

4.A This is the inheritance / vendor-sabotage brick. It feeds Chandler and “notorious.”

4.B A live, part-paid island with a pledged angel and a card list was written as “no money, fake resort.” Every later land offer then reads as theatre.

4.C The 4 September Bill email — admission he had seen the articles — sat in the post-reserve bundle and was shut out. The oath that he had never seen them was left standing.

False Finding 5 *"Tangalooma / Chandler “job” was a con to obtain group sex. No receptionist job. $200 not a real trial fee. Kittie posing as staff was part of the con." [113], [329]–[355]*

Deliberate false finding because:

5.1 Contemporaneous ad, interview and trial-fee terms show a real work trial. AFFA — Ex 3 Tab 51. EVID — Ex 3 Tab 51. Shayla had known them for two years, chatted with Kittie on Facebook since 2013, taken multiple calls, and already done admin booking work from her own home with a script after a daytime meet at the Main Beach office. She was told others had dropped off because of fake claims and texted back: silly people — meeting at yours at 7? She wanted the trip.

5.2 The second aspect was a bonus for abstinence, not for sex. That is the exact opposite of the finding. She looked up the ad and pursued the abstinence piece of her own interest. On the way over she construed it as a relationship. That expansion was hers. He explained he was not really interested in dating her. Wanting to hang around longer is not a Crime Stoppers call. No drink-spike is mentioned. That invention arrives in 2017.

5.3 She asked what to tell her mother if she was away a lot from a home office. “Just say receptionist” was Kittie’s cover-story for the mother, not a listed resort job. Shayla was not cold-approached or offered in the usual gauge-interest way. He did not even think it was that kind of visit. She later said “island girlfriend (married to the island) looks cool.” She was later told by phone that the abstinence bonus was a remedy after staff had run off with the vendor the previous month, to try to stop a repeat on the October trip. That remedy would never have been sought but for Nine’ s attack on the previous support, which created the twilight-zone bonding and running-off with vendor Bill Collyer by Monique and Maha.

5.4 She later admitted to lying about him to make him sound bad. She then got specific and lied that there was a sudden offer of $400,000 for sex at 7pm. What actually happened at that hour is that she was sent the July 2015 article link, watched it, became weirded out by the fake contents, and left because of them. She later entered the room on her own at 3am to collect belongings, falsely claiming her mother had contracted cancer and the coast guard was picking her up. She only went to another room. In that other room the same night she admitted, sassily, via Facebook messages that she left because of the article she was sent. She then deleted that chat and swore the opposite.

5.5 She said there was only one offer, but she herself acknowledged two options: normally staff, and abstinence. Tangalooma’s email is disingenuous. Laying a false claim on a room you had to have prepaid in order to book it is their own policy. The rest of that email only parrots the article. It does not assert anything they observed separate from the article. Kittie being openly the partner in some channels and a coordinator in others is not “posing as staff as part of a con.”

5.6 Chandler’s media version grew after Higgins / ACA / the threat environment. AFFA — Ex 3 Tab 58. EVID — Ex 3 Tab 58. Other applicants and the renovation / promo-footage explanation for using Tangalooma sit with a real trial, not a ménage invented after the link landed.

False evidence used to make the finding:

5.E1 Chandler T 942–965. Misleading because the oath contradicts the deleted Facebook admissions that she left because of the article, and later includes the 7pm $400,000-for-sex line that was not the event at 7pm.

5.E2 $200 payment record (Ex 3 Tab 51). Misleading because a trial fee on a prepaid room, after home-office admin work already done, is a real work trial — not proof there was no job.

5.E3 “Commit to us for two years / $400,000 trust fund” (T 954). Misleading because that figure is walked onto a 7pm sex offer she invented after watching the article. The contemporaneous messages do not carry it.

5.E4 “Come and cuddle” (T 957). Misleading because colour from a social trip after two years of chat is not the criminal purpose. She expanded it toward dating; he declined.

5.E5 Tangalooma internal email “notorious con man” (Ex 3 Tab 58). Misleading because the email recycles the article. It is not independent observation. Their own prepaid-room policy is what made the booking possible.

5.E6 Pattern from Be Our Girlfriend / Band Girlfriend ads. Misleading because a long-running band/street-team name and a work trial are not a con template. Jess had already attended eight Girl Club events in 2013.

Damaging because:

5.A This finding carries the Bulletin, Courier Mail and Daily Mail.

5.B A bonus for abstinence, a mother’s cover-line, and a deleted “I left because of the article” chat were written as group-sex fraud. That is the engine reprint.

5.C Drink-spike never appears here. It is invented in 2017 and walked backwards onto this night.

False Finding 6 *"Attempt to drug Chandler's drink. Kittie: "It's in her drink, she needs to drink it." Court finds drugs were had and used." [214(h)], [336], [339], [345]*

Deliberate false finding because:

6.1 Chandler did not give evidence that she saw a drug, named a drug, found a drug, or watched anyone put anything in the glass. The Judge signed off on carrying and using drugs by treating one heavily contested 'overheard' sentence as if it proved the whole crime despite a plethora of open dishonesty and an admission to deliberately lying about the behaviour of the plaintiff by the same witness. AFFA – T 958 / EVID – [214(h)], [336], [345]

6.2 The words "had drugs with them" and "in fact used them" are the Judge's words, not Chandler's. The Court supplied possession and use from a guess about an only 2 years later and fabricated 'overhear'. AFFA – / EVID – [339], [345]

6.3 The Judge dismisses the plaintiff's account that Chandler only distanced and started inventing after the 24 July 2015 article was sent to her at about 7pm that night and thereby dismisses out of hand that it had any effect. AFFA – 7pm send / EVID – send record; plaintiff's evidence

6.4 The same-night hotel email already references that A Current Affair "scam / notorious" frame and still records no drug, no spiked drink, and no balcony flight. AFFA – / EVID – Ex 3 Tab 58; [113]

6.5 After the "danger / conman / contact police" article material was already in play, and after her later claim that she had overheard a drink being spiked, same hotel staff still let her go back into the room on her own at 3am. A male staff member and a female staff member stood about 20 metres down the hall and watched. They did not escort her. They did not collect her belongings for her. Staff who believed a drugging and a flight for her life do not send the guest back in alone. Those two staff saw the re-entry. AFFA – 3am solo return / EVID – messages; room movement; staff presence in the hall

6.6 The hotel's own policies make the "couldn't pay" line impossible. A Tangalooma booking is either prepaid or a permitted pay-on-arrival type. There is no third category of "booked but unable to pay." He was on a permitted type and paid on its terms. Staff recoded a completed, policy-compliant payment as financial inability and sat that line next to "notorious con man." AFFA – booking type and payment / EVID – Tangalooma policy; booking record; receipt; Ex 3 Tab 58; [113]

6.7 She did not flee from a drugging. She sat stunned for about three hours, walked off, then came back into the room by herself at 3am saying her mother had cancer and the coast guard was picking her up. AFFA – 3am return / EVID – messages; room movement

6.8 The 24 July 2015 article was sent to her that night to create distance. Her later messages touring "it's a scam" copy the article's language, not a drug event. AFFA – time article sent / EVID – send record; later messages

6.9 The November 2015 newspaper article she sat for does not contain this allegation. If a drugging had occurred in that room, it would have been the lead fact in the piece she gave them. AFFA – / EVID – November 2015 article

6.1 No police report records this allegation. The Police Link and later "restraining order / back to A Current Affair" lines were used for weight, not because a substance was found. AFFA – / EVID – Police Link paper; Ex 3 Tab 58

6.11 The next night, from the same resort, she posted sunburn photos of herself topless with strawberry decals over her nipples and the caption "ouch." That is not the conduct of a woman who was drugged and fled for her life the night before. AFFA – / EVID – next-night post captures

6.12 The Facebook conversations that recorded what actually happened that night were deleted. Those threads recorded the long delay, the 3am return, the cancer / coast-guard exit, and the article-driven “scam” turn. AFFA – / EVID – remaining captures / metadata

6.13 Chandler also lied openly about the room itself, in a way always tilted at defaming him rather than describing what was there. She claimed there was only one bed. Footage of the room entry shows there were five beds, and hers was separated off. AFFA – one-bed claim / EVID – 2015-10-16 Tangalooma room-entry video

6.14 The hotel’s own staff treated the night as a guest going back for her things after being disturbed by a fake article, not as a crime scene. The Court later treated it as a completed drugging. Those two versions cannot both stand.

6.15 One-witness bathroom overhear only. No toxicology. No seized substance. No staff observation of drugging. AFFA – / EVID – T 958. Ward corroborates panic / “get me out,” not the contents of the glass. AFFA – / EVID – T 1007.

6.16 The drink-spike line was not in the 2015 piece she sat for. It was fabricated about two years later. Using a trial over one article to manufacture a new criminal claim — while needing to prove they were innocent of drafting fake copy about him — is malice and aggravation. It also explains Rollinson pulling aggravated damages, then lying about that pull.

False evidence used to make the finding:

6.E1 Chandler’s bathroom-overhear account (T 958). Misleading because she did not see, name, find, or watch anyone put a substance in the glass. One contested overhear, from a witness who admitted lying about him, is not possession and use.

6.E2 The Judge’s own words “had drugs with them” and “in fact used them” ([339], [345]). Misleading because those words are not Chandler’s and have no supporting evidence. No toxicology, no seized substance, no staff observation, no named drug. The Court supplied the crime from a 2017 fabrication walked backwards onto a 2015 night.

6.E3 Stepfather Ward’s later text/phone (T 1007). Misleading because Ward corroborates panic and “get me out,” not the contents of the glass.

6.E4 Flight from the room / staff log / Ex 3 Tab 58. Misleading because the same-night hotel email already carries the ACA “scam / notorious” frame and records no drug, no spike, and no balcony flight. Staff then watched her walk back in alone at 3am.

6.E5 Later home visit characterised as a cover-up lie. Misleading because the contemporaneous deleted threads and the 3am cancer / coast-guard exit already record article-driven distancing, not a cover-up of a completed drugging.

6.E6 “Couldn’t pay” sat next to “notorious con man.” Misleading because Tangalooma’s own policy required prepaid or permitted pay-on-arrival. He was on a permitted type and paid on its terms.

Damaging because:

6.A A post-article distancing story, backed by other room lies of the same kind, was signed off as a completed crime and then used to stain every other Chandler finding.

6.B This is the most extreme add-on. It turns a refused invitation and a 7pm article-send into a crime finding.

6.C A completed-drugging stamp then stains Chandler, Kittie, Tangalooma, and every later “contact police” reprint.

False Finding 7 *"House agreement was a coercion / cult-control device: set exit days, bag check, phone zone, $1,000 fines." [125], [214(j)], [321]–[322]*

Deliberate false finding because:

7.1 The rough-draft-only agreement was not supplied to anyone. It sat unseen in an office tray, seeking legal review, and was not supplied to anyone. It was not even the house protocol. It was private papers, not yet issued, because he wanted a lawyer's opinion on the best handling of media-caused drop-offs — and of the person leaving siding with the media — before offering a real timeline and proof of what they were being sent in secret to cause the exit, as had happened on multiple previous occasions. AFFA — Ex 3 Tab 68. EVID — Ex 3 Tab 68.

7.2 No one was ever supplied those raw unreviewed clauses at any time. They were prepared for legal review / restructure. The agreement itself was not ever used.

7.3 What actually happened: happy participant Kathleen, on the Wednesday morning after police pulled her aside to supply her with fake article links, began parroting the articles in contradiction to her real experience. She indicated she would be not just leaving but going across to competitors and taking proprietary marketing systems to supply to them.

7.4 To prevent that theft of IP, the draft for review had all other clauses struck with a pen line. The must-not-steal-systems clause was agreed and signed off — not to trap her, but to stop the defendant's material causing private IP to be given for free to a competitor in exchange for money or advantage. Regardless of this being explained, a copy of the whole unreviewed draft was used in court. The strike-outs, and the proper context of a sudden exit caused by the articles and an intended theft of systems to trade with the competitor over the road, were removed.

7.5 A fixed exit time was to examine the reason for exit on recording, because that was the moment most likely to produce the best evidence that the article was making them leave, not lived experience. People did leave. No fine was ever enforced.

7.6 The whole unreviewed draft was included as if it were the entire document being agreed to when it was not. It simply contained the clause to protect verbally threatened IP after the exit became imminent. Similar house rules exist in hostels and live-in venues. "11am exit + bag check" language was twisted from property-protection terms into "cult."

7.7 The agreement was drafted solely with the intent of gathering better evidence of how the process of being sent articles to cause the drop-off was being achieved. It did not exist before that criminal interference by the defendant. It was needed as a legal device that protected the enterprise, and as a way to convict that interference.

False evidence used to make the finding:

7.E1 Text of the agreement (Ex 3 Tab 68). Misleading because the court was given the raw unreviewed draft, not the struck-through working copy that was actually signed on the one IP clause. Treating the tray draft as the live contract is the C pivot.

7.E2 Witness B's account she did not feel free to leave. Misleading because the Wednesday turn came after police supplied her with fake article links. Parroting the article against her own week is not proof of false imprisonment. Plaintiff's counsel refused the instruction to ask her why, then, she stayed — when on two separate occasions another participant attended with a motor vehicle and left without her requesting a ride. She in fact mocked them for leaving because she was having such a great time, and she appears to be so in the photos of her having fun that were hidden from the court by the plaintiff's own counsel and by the judge herself.

7.E3 Comparison with Witness A's earlier "could not leave the house" narrative in ACA. Misleading because ACA had already written the cult caption. Recycling that caption onto an unsigned tray draft is not independent proof.

7.E4 $1,000 fines / bag check / phone zone as pleaded. Misleading because no fine was enforced, people did leave, and the only signed line was do-not-steal-the-systems after she said she was taking them to the competitor.

Damaging because:

7.A One IP-protection line after a threatened walk-across, were rewritten as a cult.

7.B That draft was unreviewed, unused, and not intended for use until a lawyer had seen it. It was not used across scores of entries. Only one clause was signed, on one person's exit, after she threatened theft. That tray paper then becomes the "trap young women" brick for every later Maryvale / live-in finding.

7.C Police handing her the article, then the court handing the tray draft in as the agreement, is the same method: put the smear in her hand, then call her reaction the house.

False Finding 8 *"Witness B: board game used to pressure sexual contact; she could not safely leave; later feared for her life." [122], [214(e)(f)(l)(m)]*

Deliberate false finding because:

8.1 Contemporaneous messages, movement and departure record. AFFA — T 1103–1118. EVID — T 1103–1118. She said she was moving in even though it was asserted only as a trial. She came down from her own cabin 20 metres away, showing she had arrived at the property prepared to interact.

8.2 At the end of the first day she appeared wearing only underwear, holding a one-litre bottle of vodka, announcing she wanted to celebrate. That was suggestive. She then sought out the hidden consent game and, seeing the interactions it offered, stated she wanted to play it. She remained intimate even just casually. It went away. It continued. It was no longer the game. She was just intimate and affectionate of her own free will.

8.3 Police then showed her fake articles. She parroted them, then left. It was a love list, not just contribution. After curiosity had already led to intimacy she was shown a dating-style offer and said if she had seen that first she would have gone for it.

8.4 Locks and décor were rural-property security and set dressing, not captivity proof. AFFA — T 1108. EVID — T 1108. She had her own cabin. Another participant attended with a motor vehicle and left without her requesting a ride — twice. She mocked them for leaving because she was having such a great time.

8.5 The account was reframed after media / legal / police contact. AFFA — T 1103–1118. Distress in the box was over lying about her experience, and likely worry that what had been done to Kittie in an article might happen to her if she did not help them. Courtroom distress is not proof of the underlying act.

False evidence used to make the finding:

8.E1 Witness B oral evidence (T 1103–1118, 1133–1134). Misleading because the week on the ground — own cabin, vodka celebration, she sought the game, she stayed when cars left — is the opposite of night-one pressure and no safe exit. The parrot after police handed her the articles is the turn.

8.E2 Board-game description. Misleading because she found it, asked to play it, and then the intimacy continued off the game of her own free will. A consent game she requested is not a pressure device.

8.E3 Locks on gate / cabin. Misleading because rural-property security plus a cabin 20 metres away from which she came and went is not captivity. A hole was cut into the door to allow easy release from inside. That was temporary, to stop wind damaging the door, and was soon replaced with a door-knob-style twist lock that unlocked internally — occupant personal security, controlled from inside. It always was. Good-faith process to prevent door damage was reframed as something sinister after the fact, and even more strangely mischaracterised and used to prove an article broadcast over 18 months earlier.

8.E4 Nude pictures on walls. Misleading because set dressing on a music / resort property, chosen by other girls like her — and she herself said she liked them — is not proof she could not leave. Further misleading because it was a dress-up game: a photo from a magazine was laminated, then various on-brand colour swim outfits were cut from coloured paper so you could change the outfit colour on the image, like a dress-doll fun game promoting the band look.

8.E5 Distress in the witness box. Misleading because distress at having to lie about a good week, and fear of becoming the next Kittie in a story, is not evidence she was trapped or that the game was used to force contact.

Damaging because:

8.A Courtroom distress was treated as proof of the underlying act.

8.B A woman who came down from her own cabin to celebrate, asked for the game, and mocked others for leaving was written as unable to leave — and, on the last morning only after being shown fake articles by a police officer, in fear for her life. That fear was then displaced onto him. Evidence of her enjoyment of him, and that the fear began only after the articles, was hidden from the court.

8.C That brick then carries every later “cult / no exit / group sex” reprint.

False Finding 9 *"Plaintiff lied about his age to commit criminal fraud. Told Witness A he was 28 or 29 when 34. Used old photos to look younger." [23]–[26], [271]–[279]*

Deliberate false finding because:

9.1 ACA’s script (“portrays himself as a 20 year old”) is not the box evidence (“28 or 29”). AFFA — T 894. EVID — T 894. Three different things were fused into one “lie”: a photo, an alleged spoken age, and an ACA line.

9.2 Grassroots marketing requires multiple profiles to overcome messaging limits. Exact-matching profiles get matched and deleted. Birthdates, ages and photos have to vary so promotional profiles survive on the platform — some 20, some 25, some 30. That is done to increase promotions. It is how the gigs, the classes and the nights get in front of more people. Calling the use of different birthdates to survive a platform — so that more promotions can run — “no intent to promote or put on or play” is a farce. It is proof of the opposite intent.

9.3 Old promo photos are musician branding, not an age representation. A surviving profile is industrious work to sell the next date. It does not warrant police contact. It does not prove event fraud.

9.4 Any message stating real age sits against one contested spoken figure. Platform-survival settings are not a representation to Witness A, and they are not a crime sheet.

9.5 The photos on the profile with birthdate 20 were taken that year, 2013: black hair, sunglasses, green writing, black shirt. They were not old photos kept to look younger. They were that year’s pictures on a platform-survival promo page.

False evidence used to make the finding:

9.E1 Witness A T 894. Misleading because her ACA line (20) and her box line (28 or 29) are not the same statement. Unchallenged in cross-examination is not the same as true.

9.E2 Old promotional photos. Misleading because the 2013 page pictures — black hair, sunglasses, green writing, black shirt — were taken that year. Catalogue stills from the year of the profile are not an age declaration, and they are not antique shots used to pass as 20.

9.E3 Witness B noticing a gap later from media articles. Misleading because a gap noticed after the articles is the articles doing the noticing.

Damaging because:

9.A Work done to keep promo pages alive — different birthdates so the platform does not kill the account — was written as a lie about age, then used as if it fed “no intent to put on or play.” That is the farce. Survival of the profile is intent to promote.

9.B That fused “lie” is then walked into contact-police, as if a birthdate field on a second page were the event-crime they never had.

False Finding 10 *"Plaintiff is a pervert who films young women in underwear." [27]–[29], [280]–[289]*

Deliberate false finding because:

10.1 Open staged performance / costume / content-creation, known to those present. AFFA — T 896–900. EVID — T 896–900; Ex 3 Tabs 29–30; Ex 4. He is a fashion and merch designer coupled with band performances: innovative shirts, hoodies, mugs, bags, swimwear, jewellery, CDs, tickets and more. Competitive. Innovative. Great prices.

10.2 Line removes key context. He is a professionally trained photographer with university level camera operator training, hundreds of shoots and folios. These women already had photo shoots on their social-media profiles, touting themselves as swim-brand ambassadors. He needed photos of his merch in his band style to promote the music, the merch and the on-stage product he pioneered.

10.3 Excluded rehearsal footage was threatened or locked offline. AFFA — rehearsal lockout. Age-of-attendee record actually in hand sits against an “unchallenged 16/17” line the court preferred. Open staged content is not secret sexual surveillance.

10.4 The characterisation is intentional. It is used to destroy business income and trust in his work and products, and to defeat his ability to add attractive associations to those products in the usual way seen throughout the world fashion marketplace.

False evidence used to make the finding:

10.E1 Witness A T 896–900. Misleading because lounge-room lingerie in a known Girl Club / merch shoot, with people who already billed themselves as swim ambassadors, is a session — not a pervert’s secret film.

10.E2 Girl Club website / YouTube (Ex 3 Tabs 29–30; Ex 4). Misleading because published performance and product content is the opposite of hidden surveillance. If the exculpatory rehearsal files were locked or threatened offline, that is a B error: the court saw the smear cut, not the session.

10.E3 Unchallenged evidence of 16/17-year-old attendees. Misleading until the age-of-attendee record actually in hand is read. “Unchallenged” after counsel isolation is not a finding of fact about who was in the frame.

10.E4 Maryvale wall photos per Witness B. Misleading because those walls were the dress-up / band-look game she said she liked, chosen by other girls like her — not a filming dossier.

Damaging because:

10.A Staged merch and performance content was converted into secret sexual surveillance.

10.B A photographer-musician shooting his own swim and stage line in the ordinary marketplace way was written as a pervert, so the products and the nights could not be sold.

10.C That brick then carries contact-police through every later Girl Club / Maryvale reprint.

False Finding 11 *"Plaintiff is a compulsive liar because of (i) $16,500 invoice to Nine put before the Federal Circuit Court and (ii) interrogatory that Western's $35 had already been donated." [123], [313]–[316]*

Deliberate false finding because:

11.1 The invoice was a genuine set-off for use of voice, image and performance. AFFA — T 806–807. EVID — T 806–807. The fee was provocative. It can stand. He understood from university Film and TV that Nine / ACA is not objective reporting. It is made-up humiliation to sell advertising — taken out of free speech and placed into commercial drama production, like Neighbours, where actors appearing must be paid. Because it is not real news reporting, and because it seeks and obtains a financial gain through overlay advertising, it is a commercial production, not news. The fee was therefore due.

11.2 It stood as one of many counter-claims that stood to defeat the bankruptcy threat Nine had engaged, through the executive producer, to stop the defamation process. It shows a willingness to fight back, stand his ground, and pull them to the law of their obligations — law he knew from Film and TV training, which he majored in at Griffith University, where he got his bachelor's. Probably a bad target for them, given that background and his private study of media and law.

11.3 Western was offered a refund. Even a post-office money-order address was invited. He refused to supply any payment address after he joined the lie convoy. He was banned, and the refund path was completed on the terms that had been put up. Donation timeline: intention recorded, payment completed later. AFFA — T 1339. EVID — T 1339. Counsel saying an interrogatory "was not true" at one date is not a compulsive-liar finding if the credit was still good until the ban and the named donation followed.

11.4 "Aspirational" website copy is not the same species as a sworn lie. AFFA — Gateway C. A proposal page and a set-off invoice are not one credit disease.

False evidence used to make the finding:

11.E1 Answers in the box (T 806–807). Misleading because explaining a talent/appearance set-off from Film and TV training is not inventing a false document. It is stating why a commercial production owes a fee.

11.E2 Counsel concession the interrogatory "was not true" (T 1339). Misleading because the donation / refund path ran: hold in good faith, demand an address, ban after he joined the convoy, then complete. A date-gap between intention and payment is not a master-key lie.

11.E3 Pattern of "aspirational" website copy treated as the same species of lie. Misleading because a Bandsintown hold and a Federal Circuit set-off are different instruments. Fusing them is the C pivot that then disbelieves him on every other topic.

Damaging because:

11.A This is the credit nuke. If this stands, every other topic is easier for them.

11.B A lawful counter-claim against a bankruptcy threat, and a $35 refund path after a refused address, were written as the proof he lies about everything — including the events they had to invent police for.

False Finding 12 *"Plaintiff is famous / notorious for sleazy scams and shonky businesses." [216]–[238]*

Deliberate false finding because:

12.1 He was not famous in that way at any time. The “fame” is the smear network itself — Higgins / StarNow / ACA / vendors. AFFA — T 1081–1085. EVID — T 1081–1085; Ex 3 Tab 14B. The broadcast tries to be the proof of the false claim by broadcasting that he is famous for it. It asserts he already was. That was not the case at all.

12.2 He was only very well loved for his music and upbeat teaching style, seen on television as a cool ARIA-nominated performer, and by thousands more through his own grassroots promotions. That is it. He is really, really good at music tuition, composition and graphic art. That is what he was only known for.

12.3 The Tangalooma “notorious con man” line is ACA-derived, then used to prove ACA. AFFA — Ex 3 Tab 58. EVID — Ex 3 Tab 58. Later “similar stories” were generated by the publications. AFFA — T 968–969. EVID — T 968–969. The broadcast tries to make him known as something different using litigation self-fulfilling-prophecy techniques — even if only an illusion in the viewer’s mind.

False evidence used to make the finding:

12.E1 Higgins T 1081–1085. Misleading because her posts are the seed, not independent reputation. A person who writes “contact police” cannot then be called as the public who already knew.

12.E2 StarNow takedown. Misleading because a takedown after the smear is the smear landing, not pre-existing fame for scams.

12.E3 Tangalooma email Ex 3 Tab 58. Misleading because “notorious con man” is the article’s caption recycled by the hotel. Using that email to prove ACA is circular.

12.E4 Royal Exchange / Oztix emails. Misleading because venue fright after the pack is republication, not a prior reputation.

12.E5 Chandler T 968–969. Misleading because girls messaging Chandler after the publications are the publications working. They are not a survey of who he already was.

12.E6 Stocker v Stocker “internet fame” reasoning. Misleading because internet traces of Higgins / ACA / vendors are the defendants’ own network, not organic fame for sleazy scams. Hidden exculpatory profiles and restored social-media access go directly here.

Damaging because:

12.A Circular reasoning: the smear is used as proof the smear was already true.

12.B A tuition / composition / graphic-art reputation was overwritten by a broadcast that named the overwrite as if it had already happened.

12.C Every later AML, visa, land and police file then quotes “notorious” as if it were history instead of the product.

False Finding 13 *"Maryvale / Secret Love was a fake luxury resort. Tin shed vs pools/cabins/tropical ads. $200 training fees part of the same scam." [116]–[122]*

Deliberate false finding because:

13.1 This site was not formed at the time the articles ran. Ads were concept / future-build / mood-board for a planned venue. AFFA — Ex 3 Tab 66. EVID — Ex 3 Tab 66. Unfinished-build marketing is how a resort is sold before the last pool is in. It is not a completed fraud.

13.2 Actual facilities then on site sit in the photos. AFFA — Ex 3 Tab 74. EVID — Ex 3 Tab 74. Locks were ordinary rural security, not captivity hardware. A camp shower and a shed on a start-up block do not cancel cabins, work already done, or a five-person team plan.

13.3 The $200 training fees were the same free-trial-then-paid method already used when a venue and clients were live. Calling that “the same scam pattern after you had already been exposed” assumes the exposure was true. It was the smear arriving early, then the court being used to test the next caption.

13.4 The finding reads more as a press room for the next article — and it was. Disingenuous use of the court’s time: not attending to the past false claims, but using the court to test what they could get away with on new ones. That is severe malice. It shows aggravated damages were warranted.

13.5 The finding refuses to address the catastrophic effect of the defendant’s torture, harassment and incitement of imminent harm: loss of opportunity, loss of clients, and then the title to the property itself taken over by them. He had building and enlistment progress on site. Police harassment and constant document-prep to combat the fake articles were excruciating, time- and resource-consuming. That labour would have gone into development if he had not been distracted by them — so they could report on it not being complete. Drawn-up plans were disregarded. Predatory bankruptcy was then used to block the loan approval to complete to Class 1a. Later they took the property completely, even though he was solvent. The trustee fitted fake creditors up to the sale value.

False evidence used to make the finding:

13.E1 Ads Ex 3 Tab 66. Misleading because a mood-board for a planned venue is not a representation that the last tropical pool is already poured. Concept boards are ordinary in resort and festival work.

13.E2 Photos Ex 3 Tab 74 / “exist in parallel universes.” Misleading because build-in-progress and the ad vision are supposed to sit together. Treating the gap as a lie is the C pivot.

13.E3 Three young women answered; one left immediately. Misleading because an early walk-away after the pack is already in circulation is the smear landing, not proof the block was a phantom resort.

Damaging because:

13.A Unfinished-build marketing was treated as a completed fraud.

13.B A site that did not even exist when the first articles ran was written into the judgment as if it proved those articles, and as copy for the next ones.

13.C Using the trial as a test kitchen for new captions is the aggravated head counsel pulled off the file.

False Finding 14 *"Plaintiff preys on young models just starting out." [239]–[250]*

Deliberate false finding because:

14.1 StarNow was used as ordinary promo-casting, not a model-agency pretence. AFFA — Ex 7. EVID — Ex 7. He partners with people as they are: punctual, and who physically suit the fashion designs that are widely understood to attract the most attention. That is brought onto the music. It is the most common practice in entertainment, especially music and fashion. It is all about the music.

14.2 Girls bring attention. They are mixed with fashion and music. People fall in love with the whole show. Nine hates that he has figured that out. Introducing the word “girl” is what every fashion retailer does when placing product on attractive people to showcase it. Nine themselves do it.

14.3 Higgins was 29. “Just starting out” does not fit the lead witness. AFFA — Higgins age. Seeking promo girls for a themed show is not “preying.” AFFA — T 177–178, 231, 318. EVID — T 177–178, 231, 318.

False evidence used to make the finding:

14.E1 StarNow materials Ex 7. Misleading because a standard promo-casting channel for merch and a themed night is not a pretend agency. StarNow's generic safety warning was treated as proof of an offence already committed.

14.E2 Higgins meeting another \~20-year-old applicant. Misleading because one other applicant does not convert a 29-year-old lead witness into a hunt for girls "just starting out."

14.E3 Admissions he was looking for young girls (T 177–178, 231, 318). Misleading because looking for the look that sells a swim and stage line is fashion casting. "Prey" is a loaded jump from that.

14.E4 StarNow takedown after Higgins' complaint. Misleading because the complainant was the seed of the smear. A takedown after her complaint is her landing, not a finding that the casting was a crime.

Damaging because:

14.A StarNow's generic safety warning was treated as proof of an offence already committed.

14.B Ordinary music-and-fashion casting — punctual people who suit the designs — was written as preying, so the show that mixes girls, merch and music could not be sold.

14.C Nine runs the same attractive-body-on-product method in its own advertising, then calls his version of it a police matter.

False Finding 15 *"Plaintiff promotes and sells tickets to events that do not exist." [259]–[271]*

As if to say: he does not intend to ever put on or play at anything he promotes.

Deliberate false finding because:

15.1 The court itself always admitted he does put on and play at. Separate each listing: pre-sale, date error, venue cancellation, concept package. AFFA — listings file. If even one real intended event is proved, the blanket finding "events that don't even exist" overreaches.

15.2 Paid Music Lounge guests already received the show they paid for. AFFA Nov 2014. EVID — guest photos. That night alone kills "never intends to put on or play."

15.3 RE Hotel / Oztix is a venue-authority fight, not proof no event was intended. AFFA — Ex 3 Tab 23. EVID — Ex 3 Tab 23. A listing the public might be misled by if left up after a venue snag (T 286) is a take-down problem, not a fraud template.

15.4 Two weeks after judgment, the same media used 2018 USA performance footage in the May 2019 broadcast — while they had argued the opposite during the trial. They always knew he was a real performer. Later 2019 publications then interfered with performances in bad faith with more fake claims not yet sued over — being harassed with the same claims already debunked above.

False evidence used to make the finding:

15.E1 Western ticket. Misleading because one sabotaged $35 on a hijacked date is not "tickets to events that do not exist." Finding 1 already answers it.

15.E2 Higgins ticket pack / Metricon. Misleading because a proposal pack before the lock is pre-sale to test demand, not a phantom stadium. Finding 3 already answers it.

15.E3 Monthly Girl Club city list with no real shows in most cities. Misleading because a franchise calendar of holds and packages is not a claim that every city had already played. Concept dates are how a network is sold.

15.E4 Oztix / ALH emails calling it a fake event. Misleading because those emails are the venue reacting to the smear, or to a listing-authority fight. They are not a finding that he never intended to play.

15.E5 Concession the public would be misled if they saw RE Hotel still listed (T 286). Misleading because agreeing a stale listing should come down is honesty, not a confession that no night was intended.

Damaging because:

15.A Cancelled, pending and concept events were bundled into one fraud.

15.B "Does not exist" was used as "never intends to put on or play," after the court and then the May 2019 tape had both already shown him putting on and playing.

15.C The same brick is then walked into every later land, visa and police file as if the diary were empty.

Note: This report only attends to the softened versions of articles plaintiff's corrupted counsel dishonestly created for court. The actual lines and phrases — especially the constant referral that everything he does is criminal fraud, always report to police, contact-alarm language — are much worse. Those published words are attended to above and below in the timeline, where the exact phrases are itemised and treated with their relevant counter-evidence.

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OPPOSITE CONCLUSION WAS CORRECT

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HOW THESE 15 FALSE FINDINGS WERE CONVERTED INTO JUDGMENT

Nine / ACA: findings 1–4, 7–15 carried every remaining imputation after (r) voyeur was held not conveyed even though used.

Bulletin / Courier / Daily Mail: findings 5–6 plus 12 carried the Chandler imputations.

Contextual truth: plaintiff confirmed an entirely separate to the business and common personal-ad only profile on a completely different .com domain; the Court then used that concession as a wrecking ball.

The corrupted credit sequence was:

Court documents (finding 11) → "compulsive liar" → discount his oral evidence everywhere → prefer Higgins / Chandler / Witness A / Witness B → treat website aspiration as fraud → enter judgment for defendants.

Interim events:

DATE	FACT
2019-05-16	The Court decided the case on a stripped file. Restoring the hidden record under affidavit and the same material produces the opposite result: justification fails, judgment unsafe,
2019-05-16	Finding for the defendant: said true in its entirety even though every assertion fails testing.
2019-05	Appeal filed.

2019-05 Told by Rollinson to focus on matters in Queensland — set up as a distraction.

Gag order left on

David files pro se in NSW court to lift gag order as Rollinson refuses to.

2019-05 Supreme Court credit-card fraud used to put the appeal out of time.

Other false cases, later discontinued, used to chase him out of the country.

Fake Article 5: 19 May 2019 Sydney Morning Herald (smh.com.au)

Article 5/Claim 1: *"'Creepy' aspiring rock star loses defamation case over group sex claims" / """claims he is "creepy" and a "con-man" who tried to encourage young women to engage in group sex"""*

False because

1.1 This is not an independent court report. SMH and Nine sit in the same controlled masthead. Nine is the defendant. SMH publishes Nine's win as news.

1.2 The "win" is claimed over severely infected proceedings, tainted with criminal threats against the plaintiff bringing any witness. His key witness was bashed after being submitted to the lawyers, then immediately covered by the same journalist who later chased him around the world with more fake stories. That is not a clean finding that he is creepy or a con-man.

1.3 Group-sex framing is the highest-damage overlay. Monique was not propositioned by the buyer. Side-access without the work element developed with the seller. India' s later LA assault and groping lines were invented, omitted from her own police-report box, denied in writing by Alina, and treated as nothing by same-night LAPD.

Damaging and caused loss because

1.A The headline is the nationwide licence line: creepy con-man, group sex, case lost.

1.B Every later AML, visa, land, and venue desk still runs that headline.

Article 5/Claim 2: *"the media outlets had successfully defended their reports on the basis the allegations were substantially true, including that Mr Ashworth was deluded" and "famous for his sleazy scams"""*

False because

2.1 The judgment is now debunked. Severe judicial misconduct discarded critical evidence of the plaintiff's extensive achievements and dismissed six days of internally consistent testimony from him as lies, because that evidence was inconvenient to entering judgment for the defendant.

2.2 Had the case not been rigged and criminally interfered with at every point, the defendant would have been due to pay millions in aggravated damages. The plaintiff's lawyers were then disbarred and sentenced. The defendant's lawyer, Sandy Dawson, died of brain cancer soon after, at 50. The public "substantially true" line is that twisted product.

2.3 Nine later treats his events as real enough to ambush in Los Angeles and call "old tricks in the US." A truth defence built on "the events do not exist / living-room only" cannot stand next to the same masthead's own later footage of him putting events on and playing them, including in the United States after local dates were destroyed by the fake media.

Damaging and caused loss because

2.A "Substantially true" launders every reprint that follows.

2.B It is an open boast of a judgment that should not have been entered on the central imputation sued over.

Article 5/Claim 3: *"what was really on offer was a polyamorous sexual experience" / """they were met with [physical or legal] threats which caused two of them to fear for their lives and one to be assaulted""" / """overheard a conversation she believed suggested her drink had been spiked"""*

False because

3.1 The drink-spike line was not in Shayla's 14 November 2015 article and was not given to police. It was invented in 2017 in the Amelia-profile chat to prop up the empty "lucky to get away" smear. This SMH page reprints that late invention as a court fact.

3.2 Promising work is not a polyamorous trap when the product is the work. Temple Island was an accepted purchase with two paid instalments. EVID June 2015 — vendor contract. Monique was on commissioned promo work and delivered home after the review.

3.3 Bring back the adultery evidence the court buried and the moral costume on this page collapses. The sexual-favour overlay is the cover, not the purchase record and not the work record.

Damaging and caused loss because

3.A This is the nuclear block: group sex, death-fear, assault, spiked drink — printed as judgment.

3.B It is what later ICE, platforms, and sponsors still treat as a finished crime sheet.

Article 5/Claim 4: *"negotiated in 2015 to buy Temple Island … when he could not even afford the modest" $5000 deposit""" / """Girl City Island""" / """Bikini Concert … was also a scam"""*

False because

4.1 The accepted deal had no $5,000 lump. The deposit offered, labelled, and accepted was $1,000 a week off the purchase total. Two instalments were paid. The vendor kept both. EVID June 2015 — vendor contract.

4.2 A Queensland sale binds on the terms offered and accepted. A second deposit written in after acceptance is not owed. "Couldn't afford $5,000" is the invented second deposit plus the wrong figure, here reprinted as a judicial fact.

4.3 The bikini-concert and island work were the business Nine later filmed him doing. Calling them a scam on 19 May 2019, then hunting the same work in America as if it existed, is the living-room contradiction in SMH prose.

Damaging and caused loss because

4.A "Couldn't even pay the deposit" is the phrase lenders, PEXA desks, and agents still quote.

4.B It hides that the money was paid and taken.

Article 5/Claim 5: *ACA spokesperson: """When these young women came to A Current Affair looking for help, we knew this was an important story – to expose David Otto""" / SMH publishing Nine's win as if it were a stranger's verdict*

False because

5.1 Nine is the defendant. SMH is not a stranger masthead. Publishing Nine's own statement under an SMH byline is the controlled group talking to itself as if it were the public record.

5.2 The same journalist chain that covered the bashing of the key witness then chased him around the world for more fake stories. Family coordination of the smear — run to bury exposure of the inheritance theft — sits under that “help / expose / bravery” language.

5.3 Help-requests later at CBP were the fear of what these articles and that network were causing in Australia. Nine then sold the ICE-contract hold as “behind bars.”

Damaging and caused loss because

5.A The independent-looking SMH wrapper is what banks and ministers still treat as confirmation.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Fake Article 6: 27 May 2019 9Now – A Current Affair

Article 6/Claim 1: *"Wannabe rock star exposed"*

False because

1.1 The title sells an uncovering of a fake musician. Music work, merch, paid performances, and the BandModelClasses build are the actual business. “Wannabe / exposed” dumps a real operation into a crime package.

1.2 This 9Now page is the written door for the 27–29 May 2019 hunt also posted as #7, #8 and #10. It is Nine staging a judgment-win sequel, not a finding that he was never a musician.

Damaging and caused loss because

1.A “Exposed” tells every later reader the music brand is a front.

1.B That is the line that kills ads, venues, class sign-ups, and crew.

Article 6/Claim 2: *"David Otto thought he had the perfect scam, promising fame and fake resort jobs to attract young girls"*

False because

2.1 Promising work is not a lure when the product is the work. Temple Island was an accepted purchase: $1,000-a-week instalment deposit labelled and accepted, two instalments paid, contract live on signing. EVID June 2015 — vendor contract.

2.2 Monique was on commissioned promo work, delivered home after review, and not propositioned by the buyer. Side-access without the work element developed with the seller. Bill sent her the 2015 article through her referee and cut the buyer/payer out.

Damaging and caused loss because

2.A The two-sentence page freezes the whole build as a girl-trap.

2.B It is the smear version of the happiness engine.

Article 6/Claim 3: *"we have history with Otto, and when he tried to silence us and his victims, we fought to give them a voice"*

False because

3.1 “Tried to silence us” is Nine describing his defamation proceeding against Nine. Suing the publisher is not silencing victims. It is a plaintiff asking a court to test Nine’ s words.

3.2 The “voice” Nine then gave itself is the infected and debunked civil result, fraught with judicial misconduct, which converted false claims of impropriety into “fact” from a witness who had also admitted under oath to lying about the subject’s behaviour to make him look bad for an article.

3.3 The “history” Nine claims is only a history of hunting him with fake claims. It is not an adversarial investigation made in good faith. An ordinary reader or viewer would assume a legitimate running inquiry into a man the masthead had independently found out. The reality is a powerful corporation pursuing and attacking the livelihood of a citizen on behalf of the family who stole from him and coordinated the smear to cover that theft.

Damaging and caused loss because

3.A Ordinary readers hear: he tried to gag girls; brave TV saved them.

3.B That frame is the licence later used to hunt him in LA and at CBP.

Article 6/Claim 4: *The embedded May 2019 package: living-room-only concerts as the truth-defence fact / events he promotes do not exist*

False because

4.1 Nine’s truth defence required the central fact that the events he promotes do not exist and that he never puts them on or plays them. Nine then kept using video it already had of him putting events on and playing them — including travel to the United States to do the work after fake media had destroyed the local opportunities.

4.2 #11–#13 treat LA paid performances, merch modelling, and standing on stage with a guitar as real enough to ambush. Guitar Merchant and the Rainbow Room booking invited by Nick Fuoco are events. Nine cannot boast a living-room-only truth finding and then hunt him across a stage he is standing on.

4.3 Bragging the truth win while the same masthead’s later footage shows the events existing is an open statement that judgment should not have been entered for them on the central imputation sued over. It raises the question that the court was led to a false conclusion on that fact.

Damaging and caused loss because

4.A The living-room line is the legal costume for “nothing he promotes is real.”

4.B Once Nine’s own later coverage treats the events as real, the costume is a published confession that the truth defence was used on a false central fact.

Article 6/Claim 5: *"fake resort jobs" / phony island colour in the embedded package*

False because

5.1 Two instalments were paid. The vendor kept both. Shayla’s drink-spike line in the same package was not in her 2015 article or her police account. It was invented in 2017 in the Amelia chat to prop up “lucky to get away.”

5.2 Alina was paid in good faith and stayed truthful. India used the articles to kick them onto the street the night before the Wednesday Guitar Merchant stage date. Nine cannot deny the events for judgment and then sabotage the events for television.

Damaging and caused loss because

5.A This page freezes the brand as a lure while Nine’s later pages need the gigs to be real enough to film.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Fake Article 7: 27 May 2019 9News (National)

Article 7/Claim 1: "Wannabe rock star's latest sleazy scam exposed" / """A creepy wannabe rock star who lures young girls to phony resort jobs has been exposed for his latest sleazy scam""" / """perverted conman"""

False because

1.1 This page is Nine's news write-up of its own May 2019 package. "Exposed / wannabe / perverted conman" is the masthead marketing the defective civil result it obtained, not a new finding.

1.2 Music work, merch, classes, and live promo are the actual business. Promising work is not a lure when the product is the work. Temple Island was an accepted purchase with two paid instalments. EVID June 2015 — vendor contract.

Damaging and caused loss because

1.A The national 9News frame tells every reader the music-and-resort build is a sex-crime front.

1.B That frame is what later AML, visa, land, and venue desks still run.

Article 7/Claim 2: "Monique was just 19 years old when she went along on a road trip to what David Otto claims was his own island in the Whitsundays"

False because

2.1 Monique was on commissioned promo work. After the work review she was delivered home. She was not propositioned by the buyer. Side-access without the work element developed with the seller. Bill sent her the 2015 article through her referee, derailed the work, and in court admitted they should trust each other, cutting the buyer/payer out. For four days she ignored the commissioned work.

2.2 The island was a live purchase, not a pretend island. Two instalments were paid. The vendor kept both and used the article to intercept customers. EVID June 2015 — vendor contract.

Damaging and caused loss because

2.A "Claims was his own island" reprints the phony-resort lie onto a paid, accepted deal.

2.B It hides vendor-side sabotage after taking the money.

Article 7/Claim 3: "He gave a lot of evidence that he'd given a number of concerts but Her Honour found a lot of those concerts were really him playing in his own living room"

False because

3.1 That is the central fact Nine needed for the truth defence: the events he promotes do not exist; he never puts them on; he never plays them. Nine then kept using, after judgment, video they already had of him putting events on and playing them — including travel to the United States to do the work after fake media had destroyed the local opportunities.

3.2 The later packages are the admission. #11–#13 treat LA paid performances, merch modelling, and standing on stage with a guitar as real enough to ambush at the airport and call "old tricks in the US." Guitar Merchant, the Monday dress rehearsal, the Wednesday stage date, and the Rainbow Room booking invited by Nick Fuoco are events. Nine cannot boast a living-room-only truth finding and, in the next breath, hunt him across a stage he is actually standing on.

3.3 Bragging the truth win in public while the same masthead's own later footage shows the events existing is severely concerning. It is an open statement that judgment should not have been entered for them on the central imputation sued over. It raises the question that the court was led to a false conclusion on that fact.

Damaging and caused loss because

3.A The living-room line is the legal costume for “nothing he promotes is real.”

3.B Once Nine’s own later coverage treats the events as real, the costume is a published confession that the truth defence was used on a false central fact.

Article 7/Claim 4: "the trial ultimately exposing more of his sleazy scams" / """Nine Network had proven the things it said about Otto were true"""

False because

4.1 The trial product is the infected and debunked civil result, fraught with judicial misconduct, which converted false claims of impropriety into “fact” from a witness who had also admitted under oath to lying about the subject’s behaviour to make him look bad for an article. That defective product of a case Nine defended is here sold as proven truth.

4.2 Shayla’s drink-spike line — used to colour the same package — was not in her 2015 article or her police account. It was invented in 2017 in the Amelia chat to prop up “lucky to get away.” India’s later LA assault and stolen-phone claims were omitted from her own report box, denied in writing by Alina, makeup-confirmed, and treated as nothing by same-night LAPD. Those are the “scams” this page says the trial exposed.

Damaging and caused loss because

4.A “Proven true” launders every later reprint, including the ICE-hold voiceover and the 2022 trophy-home sequel.

4.B It is the licence line. After it, scrutiny is treated as relitigation of a finished truth.

Article 7/Claim 5: "luring girls to perform at what he called a 'bikini concert' on the Gold Coast" / still advertising young women to work at the resort

False because

5.1 A bikini concert and resort-staff work are the product. After local dates were destroyed by the fake media, the same work was taken to the United States and then treated by Nine as proof of a continuing con — which is only possible if the events exist.

5.2 Alina was paid in good faith, helped with transport, and stayed truthful. India used the articles to kick them onto the street the night before the Wednesday Guitar Merchant stage date. Nine cannot deny the events for judgment and then sabotage the events for television.

Damaging and caused loss because

5.A This page freezes the brand as a lure while Nine’s later pages need the gigs to be real enough to film.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Fake Article 8: 27 May 2019 Facebook – A Current Affair page

Article 8/Claim 1: *"David Otto thought he had the perfect scam, promising fame and fake resort jobs to attract young girls"*

False because

1.1 This Facebook caption is Nine’s own sell-line for the 27–29 May 2019 package. Music work, merch, classes, and live promo are the actual business. Promising work is not a lure when the product is the work.

1.2 Temple Island was an accepted purchase: $1,000-a-week instalment deposit labelled and accepted, two instalments paid, contract live on signing. EVID June 2015 — vendor contract. It was not a fake-resort prop.

1.3 #8 is the 27 May 2019 Facebook push of the same package as #10. Caption is unique. Video is the same fact-free hunt.

Damaging and caused loss because

1.A The caption tells every Facebook scroller the whole music-and-resort build is a trap.

1.B That is the smear version of the happiness engine, posted onto a page built to travel.

Article 8/Claim 2: *"we have history with Otto, and when he tried to silence us and his victims, we fought to give them a voice"*

False because

2.1 “Tried to silence us” is Nine describing his defamation proceeding against Nine. Suing the publisher of the 2015 package is not silencing victims. It is a plaintiff asking a court to test Nine’s words.

2.2 The “voice” Nine then gave itself is the infected and debunked civil result, fraught with judicial misconduct, which converted false claims of impropriety into “fact” from a witness who had also admitted under oath to lying about the subject’s behaviour to make him look bad for an article. That defective product of a case Nine defended is here sold as victim-rescue.

Damaging and caused loss because

2.A Ordinary readers hear: he tried to gag girls; brave TV saved them. They do not hear: Nine won a defective case and is now marketing the win.

2.B That frame is what later packages use as a licence to hunt him in LA and at CBP.

Article 8/Claim 3: *"I heard them say it's in her drink you just need to make her drink it" / """scams have taken a sinister turn"""*

False because

3.1 The drink-spike line was not given to police and was not in Shayla’s 14 November 2015 “Indecent Proposal” article. That first article was kept out of view so a viewer would not ask why a spike claim was missing in 2015. The 2015 line was only that she was “lucky to get away” — a smear with no specified act.

3.2 The spike allegation was invented in 2017 in the Amelia-profile chat, after Shayla sent the 2015 feature to David’s list and was asked why exactly she was “lucky to get away.” She became defensive and invented the spike to justify the empty line. This video then puts that late invention on air as an overheard “I heard them say.”

Damaging and caused loss because

3.A Drink-spiking is the nuclear overlay. It converts a booking into a poisoning brief.

3.B Nine kept the 2015 article out of sight so this late invention would look like the original story.

Article 8/Claim 4: *"trying to lure young women to his phony resorts" / """he told Monique it was his Island but in truth he couldn't pay for it"""*

False because

4.1 Two instalments were paid. The vendor kept both. “Couldn’t pay / phony resort” hides paid money and an accepted contract. EVID June 2015 — vendor contract.

4.2 Monique was on commissioned promo work, delivered home after the review, and not propositioned by the buyer. Side-access without the work element developed with the seller. Bill sent her the 2015 article through her referee, derailed the work, and in court admitted they should trust each other, cutting the buyer/payer out. For four days she ignored the commissioned work. The video casts the rip-off vendor as the man who “helped her escape.”

Damaging and caused loss because

4.A “Phony island / couldn’t pay” is the phrase later lenders, PEXA desks, and agents still quote.

4.B It hides that the money was paid and taken.

Article 8/Claim 5: *"this was to be a promotional video to attract more young women but there was one creepy catch" / """one-bedroom room with a double bed"""*

False because

5.1 A promotional video and a trial run at show-and-merch work are the business. “Creepy catch” turns a cramped booking into a sex-crime premise. Shayla’s specified acts were added later, including the 2017 spike invention, then walked into this 2019 Facebook package and into the defective judgment.

5.2 Shayla was still circulating the 2015 lie-feature to every girl and client on the list. That is ongoing smear-distribution, not a fresh contemporaneous complaint neutrally reported on 27 May 2019.

Damaging and caused loss because

5.A “Creepy catch / one bed” is the sexual-favour overlay later used so every girls + music + resort offer reads as a trap.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Fake Article 9: 27 May 2019 Facebook – A Current Affair page

Article 9/Claim 1: Spiteful 27 May 2019 Facebook reupload of the 24 July 2015 tape they were sued over, posted after they had just taken a rigged judgment on that tape, while the plaintiff was under a gag

False because

1.1 #9 is not a new investigation. It is the sued 2015 broadcast put back up after Nine had obtained the defective costs order. “History with Otto” on this date means: we kept the seed live and the plaintiff cannot answer.

1.2 An ordinary 2019 viewer assumes a running inquiry with new facts. The reality is republication of the pleading document itself, mid-gag, by the defendant who had just won on it.

Damaging and caused loss because

1.A Republication restarts the harm in the public mind and in the algorithm while he is silenced.

1.B That is how a 2015 ambush is still doing 2022 eviction, AML, visa, and watch-house damage.

Article 9/Claim 2: Same masthead, same window: a new 2019 broadcast using pre-trial footage of him actually putting on and playing events — the events the 2015 tape, and the judgment, said did not exist

False because

2.1 The unique fact available only at the moment of #9 is Nine's own later package: footage from before the case, of him putting events on and playing them, including work taken to the United States after this 2015 tape had destroyed the local dates.

2.2 They won on the imputation that he does not intend to put on or play at anything he promotes. They then aired the contrary footage and sat it next to this reupload of the tape they were sued over. That pairing is not a slip. It is an open admission that the court was led to a false conclusion on the central fact, and that the file was tampered with to get that conclusion.

Damaging and caused loss because

2.A The living-room / "doesn't exist" costume cannot survive Nine's own pre-trial event footage.

2.B Leaving both live is a published confession that the truth defence was used on a false central imputation.

Article 9/Claim 3: The 2019 reupload still carries no drink-spike and no particularised 2015 act — and is parked beside later packages that need those acts to have been there all along

False because

3.1 If the spike and the "lucky to get away" particulars had been 2015 facts they would be on this reupload of the 2015 tape. They are not. They remain 2017 inventions.

3.2 Parking #9 next to the May 2019 spike packages is the sleight: same man, same "history," so the new act must have been original. The reupload is the bridge that launders 2017 into 2015.

Damaging and caused loss because

3.A The gap on #9 is evidence. Leaving #9 up next to #8/#10 hides the gap.

3.B Takedown of the spike rows without this reupload leaves the seed that made the spike believable.

Article 9/Claim 4: Reupload as swatting-refresh: same "contact police / notorious con-man / prey" imputations, now stamped with a judgment Nine had just taken

False because

4.1 The 2019 caption-environment treats the gagged plaintiff as already found. The viewer is told the hunt was righteous. The judgment used as that stamp is the infected result: discarded achievement evidence, six days of consistent testimony dismissed as lies, witness-bashing, criminal interference, plaintiff's lawyers later disbarred and sentenced.

4.2 A corporation that has just taken that stamp, then reuploads the sued tape while the plaintiff cannot speak, is not giving victims a voice. It is enforcing the smear the family started on 24 July 2015, 38 minutes after the inheritance fraud.

Damaging and caused loss because

4.A The judgment-stamp turns every later officer, landlord, and platform into an enforcer of Patricia's first post.

4.B That is the path to the four officers, the 7 April 2022 watch-house, the refused footage, Kittie's institutionalisation, and the 18A extinguishment of three separate leases.

Article 9/Claim 5: Criminal tampering admitted in public by the pairing itself

False because

5.1 You cannot honestly hold both: (a) a 2015 tape and a 2019 judgment that his events do not exist and he never intends to play them; and (b) a 2019 broadcast using pre-case footage of those events, uploaded in the same window as the reupload of (a). Holding both is the admission.

5.2 Doing it while he is gagged is the concealment. The only audience allowed to speak on the Facebook reupload is the one posting “Needs to be shot.”

Damaging and caused loss because

5.A The pairing is not commentary. It is the defendant publishing that the central fact of its own case was false, and leaving the false tape up anyway.

5.B The republication was reckless as to falsity and as to the harm, loss, and damage it would cause — and by 2019 Nine already knew the harm path: investor collapse, death threats, eviction, and a comment field calling for him to be shot.

Fake Article 10: 29 May 2019 YouTube – A Current Affair

Article 10/Claim 1: *"Sleazy conman exposed" / """David Otto thought he had the perfect scam, promising fame and fake resort jobs to attract young girls""" / """he's a creep a conman a pervert and a sleazy scammer"""*

False because

1.1 This video is Nine reprinting its own Australian package after the defamation case Nine defended. “Exposed” is the masthead describing its own win, not a new finding.

1.2 Music work, merch, classes, and live promo are the actual business. Promising work is not a lure when the product is the work. Temple Island was an accepted purchase, not a fake-resort prop. EVID June 2015 — vendor contract.

1.3 The case this voiceover treats as authority was an infected and debunked civil result, fraught with judicial misconduct, which converted false claims of impropriety into “fact” from a witness who had also admitted under oath to lying about the subject’s behaviour to make him look bad for an article.

Damaging and caused loss because

1.A Ordinary readers hear a court-certified predator. They do not hear Nine recycling a defective judgment it obtained.

1.B That label is the AML / visa / land kill-switch later packages still run.

Article 10/Claim 2: *"now David Otto's scams have taken a sinister turn" / """I heard them say it's in her drink you just need to make her drink it"""*

False because

2.1 The drink-spike line is not a first-account quote given to police or published in Shayla’s 14 November 2015 “Indecent Proposal” article. That first article was wilfully kept out of view so a viewer would not ask why a spike claim was missing in 2015. The 2015 line was only that she was “lucky to get away” — a smear with no specified act, so the viewer invents the reason and she takes no legal responsibility for it.

2.2 The spike allegation was invented in 2017, two years later. Shayla was still circulating her proud 2015 feature to every girl and client on David’s list. She did not realise one listing was a promotional profile of a girl David had dated, who had given him the login. Shayla’s opening message was alarm-mongering “stay safe” language. It did not mention drink-spiking. David, on that profile as Amelia, answered and began asking what she meant. The story started to fall apart. Asked why exactly she was “lucky to get away,” she became defensive at being questioned, perhaps for the first time, and then invented the drink-spike allegation in that chat to double-down and justify the empty “lucky to get away” line.

2.3 This video then puts that 2017 invention on air as an overheard “um” assertion — “I heard them say” — and calls it a sinister turn. It is not a contemporaneous complaint. It is a late cover-story for a 2015 smear that had no act attached.

Damaging and caused loss because

2.A Drink-spiking is the nuclear overlay. It converts a music-and-resort booking into a poisoning brief.

2.B Nine kept the 2015 article out of sight so this late invention would look like the original story.

Article 10/Claim 3: *"trying to lure young women to his phony resorts" / """there is no resort""" / """he told Monique it was his Island but in truth he couldn't pay for it"""*

False because

3.1 June 2015 was a live purchase offer: $1,000 a week off the purchase total, labelled and accepted as the instalment deposit. Two instalments were paid. The contract was live on signing, not only on a lump $5,000. EVID June 2015 — vendor contract. “Couldn’t pay / no resort / phony” is the 2022 and 2015 money-lie in 2019 clothes.

3.2 Monique was on commissioned promo work. After the work review she was delivered home. He then travelled back separately for a social engagement with people not on the island project. She was not propositioned by the buyer. A side-access arrangement without the work element developed between Monique and the seller. Bill sent her the fake 2015 article through her referee, derailed the commissioned work, and in court admitted they should trust each other, cutting the buyer/payer out of the loop. For four days she ignored the work she was commissioned to do.

3.3 “Luckily the island’s real owner Bill was there to help her escape” is the vendor who kept the paid instalments, soured his own staff, cut a two-week grant to three nights, and used the article to intercept customers. The video casts the rip-off vendor as the rescuer.

Damaging and caused loss because

3.A “Phony island / couldn’t pay” is the phrase later lenders, PEXA desks, and agents still quote.

3.B It hides that the money was paid and taken, and that Bill was on the vendor side of the sabotage.

Article 10/Claim 4: *"Monique would later tell a court about Kitty Lee's violent threats" / """I will kill you I will chop your heads off""" / """Monique was terrified stuck on an island and fearing for her life"""*

False because

4.1 Those lines are published as court-certified island terror. They sit inside the same infected judgment Nine is using as a fact-bank. They do not displace the work record: commissioned promo, delivered home after review, seller-side side-access, Bill’s article to her referee, four days of ignored work.

4.2 The vendor created the sour on-island situation, threatened the buyers, and put them off so the buyer could not stay and recover the damage, because the on-island vendor did not want to sell. Casting Monique’s fear as buyer-side predation hides vendor-side ejection after taking money.

Damaging and caused loss because

4.A Death-threat colour on an island trip is what later housing, visas, and platforms run as a violence sheet.

4.B It is the cut that stops the island / girlfriend / band compound existing as a clean business.

Article 10/Claim 5: *"this was to be a promotional video to attract more young women but there was one creepy catch" / """we were meant to be in separate rooms when we got there it was a one-bedroom room with a double bed"""*

False because

5.1 A promotional video and a trial run at show-and-merch work are the business. “Creepy catch” is voiceover that turns a room mix-up or a cramped booking into a sex-crime premise. Shayla’s 2015 published line was only “lucky to get away,” with no specified act. The specified acts were added later, including the 2017 spike invention in the Amelia chat, then walked into this 2019 video and into the defective judgment.

5.2 Shayla was still, years after 2015, sending that first lie-feature to every girl and client on the list. That is circulation of the smear, not a contemporaneous resort-job complaint being neutrally reported in May 2019.

Damaging and caused loss because

5.A “Creepy catch / one bed” is the sexual-favour overlay later used so every girls + music + resort offer reads as a trap.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Interim events:

DATE	FACT
2019-06	David begins training various in LA via Zoom to teach songs to play during August performance.
2019-08-06	David and Kittie arrive in LA and letform rehearsal gig.
2019-08-07	Kittie is genuinely worried: fake case and fake articles in Australia causing danger.
2019-08-07	Alina suggests asylum.
2019-08-07	India takes a different tack: "I'm going to ruin your life, Kittie. I'm going to do to you in America what they did to you in Australia." Then proceeds to the front desk and the LA complaint.

Fake Article 11: 28 Aug 2019 9News (National)

Article 11/Claim 1: *"LA actress left black-eyed after 'assault' by sleazy Aussie conman's girlfriend" / """A serial conman and predator, described by an Australian defamation judge as a "danger" to young women, has been caught up in a Los Angeles police investigation"""*

False because

1.1 The headline and lead walk Nine’s own Australian label, and the judgment in the case Nine itself defended, into Los Angeles as if they were a US finding. “Caught up in a police investigation” is not a conviction. The page itself later says a police report confirms the incident is only under investigation. That matter later proved a hoax instigated by India to obtain fame and money through false victimhood.

1.2 This is the same 28 August 2019 hunt as #12 and #13. Alexis Daish is on the chain. The page is Nine enforcing its Australian win with a second-country ambush, not a US court declaring him a serial conman and predator.

1.3 LAPD spoke to the subjects that same night, found no validity in India’s claims, did not arrest them, and did not even considerably question them. The patrol appeared more concerned with whether David and Kittie were all right after what was an ambush: India used the media material to have them kicked onto the street in another country, the night before a show they had been training for for months.

1.4 The claim that India and another girl were assaulted is debunked. After India invented the story in early August she went online and stated that she and another girl had been assaulted. That other girl was Alina — in the USA after asylum granted from Russia, and then playing in the band for the LA shows. Asked by text whether she was assaulted, Alina asserted in writing that she was not. EVID 2018-08-09 — Alina message.

1.5 A makeup artist confirmed the “black eye” was makeup. From June through August India had shown enthusiasm for the work. She had not, and would not have, reacted like Monique and Shayla unless that night was run through the same false-article script.

Damaging and caused loss because

1.A Ordinary readers hear: already judged a predator, now in a US police matter for a black-eye assault. They do not hear: same-night LAPD finding no validity, a co-performer denying assault in writing, and makeup confirmed as makeup.

1.B That fused meaning is what later ICE, AML, and land desks still treat as a US crime sheet.

1.C The Wednesday tour performance at Guitar Merchant was sabotaged by India contactingall the band jembers already trained to play and discouraged them all from playing usimg dake criminal claims and 9' fake reporting as backup. What existed to film was only the Monday dress rehearsal on the small club floor, not the staged Wednesday event they had trained months for, perfirming on a stage with high quality sound system and cameras to film a 6 song live epic in Hollywood. India had the others’ numbers and used them to contact the group and sabotage that Wednesday from going ahead.

1.D Alina was still paid in good faith, helped with transport, and stayed truthful. The package buries the working band member who denied the assault in writing and keeps the hoax complainant.

1.E A New York birthday-party booking invited by Nick Fuoco, who ran Monday nights at the Rainbow Room, was lost because of the scandal India and Nine then ran. They defamed that historic music site as only a “dingy bar” so the put-down of the venue would defeat the career opportunities of their target.

Article 11/Claim 2: *"Otto's history in Australia involves a web of lies luring young female victims to fake jobs at island resorts and non-existent bikini concerts"*

False because

2.1 Temple Island was an accepted purchase: $1,000-a-week instalment deposit labelled and accepted, two instalments paid, contract live on signing. EVID June 2015 — vendor contract. That is a land deal, not a fake island-job lure.

2.2 Music-industry work, classes, merch, and live promo are the actual business. Promising work is not a lure when the product is the work. “Non-existent bikini concerts” is Nine’s Australian package reprinted as history so the LA bookings read as the next fake job.

Damaging and caused loss because

2.A This paragraph is the bridge that makes every later girls + music + resort offer look like the same web of lies.

2.B It is the smear version of the happiness engine, used here to preload the US story.

Article 11/Claim 3: *"In the US, Otto and Kittie Lee approached young women, asking them if they'd be interested in paid performances" / """she was hired to model their bikini merchandise and 'stand onstage, holding a guitar, kind of playing""" / """she only received a $13 'deposit' of the $100 per show she'd been promised"""*

False because

3.1 Bethany's own words on this page are a hire to model merch and stand on stage with a guitar. That is paid show-and-merch work, not a secret non-work trap. India was put up in band accommodation for that same work. She skipped a photoshoot to use that room as a base while she auditioned for a separate job as the voice of a seal in a government TV commercial.

3.2 Monday the 6th was arrive, say hello, venue, dress rehearsal on a small club floor at audience level — not the Wednesday stage gig they had trained months for. David then bought pizza and drinks for everyone. Tuesday was wake, band photos at the Hollywood sign with David, Kittie and Alina; India joined later; Alina drove the group to Taco Bell; dinner was friendly, funny, laughing; two days together. That is a working band trip, not a lure.

3.3 A pay dispute over $13 against $100 a show, if it occurred as written, is a booking quarrel. This page publishes it under "serial conman / predator / stardom" so a short-pay argument is sold as the US crime.

Damaging and caused loss because

3.A The work words are on the page. The headline refuses to let them stay work words.

3.B Later readers, venues, and platforms only keep the con frame.

Article 11/Claim 4: *"Not only did they rob me and assault me" / """He gave me a really inappropriate feel-up""" / """extraordinarily handsy, gropey, he tried to put his hand in my leggings""" / """She hit me with her fist and open hands … started beating me with my shoe""" / """black eyes"""*

False because

4.1 The touching, groping, feel-up, hand-in-leggings, shoe-beating and robbery lines are invented. None of that happened. There was no interaction of that sort.

4.2 India claimed on television that her phone was stolen. The police report she filed has no mention of that item in the box designed for exactly that purpose. She was willing to invent a stolen phone for the article, and not willing to record it where the phone actually was when she made the claim — on her person. Shortly after the false claim went online the subject was called and answered. She still ran the stolen-phone story in the article and omitted it from the police report.

4.3 After the Taco Bell dinner and hotel drinks, India went off with backpackers, rejoined, and four of them played foosball, table tennis and beer pong downstairs. Kittie shared fears of the fake articles and false cases in Australia. Alina — herself granted asylum from communist Russia — suggested political asylum. India got wind of that and saw money and fame in it. After she left she was hooked to meet the next day. She sat and watched the articles, then cornered Kittie in the room and said she was going to ruin her life; she was going to do to Kittie in America what they had done in Australia. Kittie asked her not to. India then kicked Kittie, went to the front desk, started the fake complaint, got them kicked out, and went on television with the fake assault story. That story is debunked by Alina's written denial and by India's own omission from the police report. EVID 2018-08-09 — Alina message.

4.4 He was not behind bars in this article for an event-crime. The later ICE-contract hold was a fear-hold about what Nine's articles and network were causing in Australia, not a sentence for this LA write-up.

Damaging and caused loss because

4.A This is the nuclear overlay: robbery, sexual assault, beating, black eyes.

4.B It is the cut later used so a help-request at CBP reads as if America already had him for beating a model. The fear Kittie named that night — fake articles and false cases in Australia — is the same fear Nine then sold as a US crime sheet.

Article 11/Claim 5: *"not merely scams, but attempts to obtain sexual favours from impressionable young women in circumstances where, if they were reluctant, he would become angry and threatening, as would Ms Lee"*

False because

5.1 Nine reprints its own unsafe defamation judgment as a fact-bank for a new US story. An infected and debunked civil result, fraught with judicial misconduct, converted false claims of impropriety into “fact” from a witness who had already admitted under oath to lying about the subject’s behaviour to make him look bad for an article. That defective product of a case Nine was defendant to is then used as disingenuous proof of additional fabricated sexual-favour stories in Los Angeles.

5.2 Monique was not propositioned by the buyer. A side-access arrangement without the work element developed with the seller. That sexual fact was displaced onto the buyer and is now walked, via this judgment quote, into a Hollywood assault package that India built after watching those same articles.

Damaging and caused loss because

5.A This quote is the licence line. After it, every later girl + music contact is treated as the next sexual-favour attempt.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Fake Article 12: 28 Aug 2019 9Now – A Current Affair

Article 12/Claim 1: "Wannabe rock star exposed"

False because

1.1 The title sells an uncovering of a fake musician. Music work, merch, paid performances, and the BandModelClasses build are the actual business. “Wannabe / exposed” is a put-down used to dump a real music operation into a crime package.

1.2 This 9Now page is the written door for the same 28 August 2019 Hollywood hunt later uploaded as #13. It is Nine staging a sequel, not a US finding that he was never a musician.

Damaging and caused loss because

1.A “Exposed” tells every later reader the music brand is a front.

1.B That is the line that kills ads, venues, class sign-ups, and crew.

Article 12/Claim 2: "dramatic development in our long-running investigation into conman David Otto and his girlfriend, Kittie Lee"

False because

2.1 “Conman” on this page is Nine’s own recycled label from the Australian packages Nine itself defended. It is not a US conviction stated on this page.

2.2 “Long-running investigation” is the masthead describing its own hunt. Alexis Daish is on this chain: the August 2019 ambush, then the later witness-bashing story in Australia, then the detention story. This page is a chapter of that hunt, not a neutral development.

Damaging and caused loss because

2.A It trains the reader to treat every later contact as the next episode of a con series.

2.B That series-voice is what later AML desks and border files still run.

Article 12/Claim 3: "The D-grade musicians have now taken their scamming ways to Hollywood"

False because

3.1 “D-grade” is abuse, not evidence. “Scamming ways” is the Australian package walked into Los Angeles as if the city itself had found a scam.

3.2 Work offered on the US side was paid performances and bikini-merchandise modelling. Bethany’s own words in the sister package are that she was hired to model merch and stand on stage with a guitar. Taking music-and-merch work to LA is not proof of exported scams.

Damaging and caused loss because

3.A Ordinary readers hear: failed fake musicians, now running the same con in America.

3.B That meaning is later used so an airport departure, and then an ICE-contract hold, read as the payoff of “scamming ways.”

Article 12/Claim 4: "they've been accused of luring young models with the promise of fame"

False because

4.1 The product offered was paid show work and merch modelling, not a fame-trap with no work attached. Promising work is not a lure when the product is the work.

4.2 This page states an accusation as the story. It does not state a US conviction. The page uses “accused” in the blurb and then sells it under “exposed” and “scamming ways,” so the accusation is published as the finding.

Damaging and caused loss because

4.A This is the line that converts girls + music + resort work into a sex-and-fame trap.

4.B It is the smear version of the happiness engine.

Article 12/Claim 5: "while their intentions are far more sinister"

False because

5.1 “Intentions far more sinister” is voiceover. No fact on this page proves a hidden US crime-intent. It tells the reader to treat music-and-merch bookings as a cover for something worse.

5.2 The later ICE-contract hold was a fear-hold about what Nine’s articles and network were causing in Australia, not a sentence for this “sinister” line. He was not behind bars on this page for an event-crime.

Damaging and caused loss because

5.A This is the nuclear overlay on a two-sentence page: whatever you just read, it was worse than work.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Fake Article 13: 3 Sep 2019 YouTube – A Current Affair

Article 13/Claim 1: "Aussie scammer up to old tricks in the US" / """A serial conman and predator, described by an Australian defamation judge as a danger to young women"""

False because

1.1 The title sells a US crime sequel. The “serial conman / predator / danger” wording is Nine recycling its own Australian package and the judgment in the case Nine itself defended, then walking that label into Los Angeles as if it were a US finding.

1.2 Alexis Daish is on this hunt. The same reporter later covers the bashing of David's requested 2019-trial witness after that witness was submitted to the lawyers as a key witness, and later stands on the US detention story. This video is the middle link in that chain, not a neutral report of old tricks.

Damaging and caused loss because

1.A "Up to old tricks in the US" makes every later American contact look like a continuing offence.

1.B That is the line later packages use to treat an ICE-contract hold as the payoff of a crime sheet.

Article 13/Claim 2: "luring young models with the promise of Fame while their intentions are far more sinister"

False because

2.1 The work on camera is paid performances and bikini-merchandise modelling. Bethany's own words in the package are that she was hired to model merch and stand on stage with a guitar. Promising paid show work is not a lure when the product offered is the work.

2.2 "Intentions far more sinister" is voiceover. It converts a music-and-merch booking into a sex-crime premise without a US conviction in this video.

Damaging and caused loss because

2.A This is the line that kills later ads, venues, class sign-ups, crew, and any girls + music + resort brand.

2.B It is the smear version of the happiness engine.

Article 13/Claim 3: "as they prepare to flee from their latest scam in Tinseltown"

False because

3.1 What the pictures show is Nine ambushing them curbside at Los Angeles Airport. Leaving after an ambush is not proof they were fleeing a scam.

3.2 The "latest scam" is asserted by the same masthead that staged the intercept. The circular move is: ambush, call the departure a flee, then publish the flee as proof of the scam.

Damaging and caused loss because

3.A Ordinary readers hear guilty flight. They do not hear a television crew blocking an airport kerb.

3.B "Flee" is what later officers and platforms treat as consciousness of guilt.

Article 13/Claim 4: "lying predator and a danger to young women" / """they're violent and deranged""" / """they are disgusting criminals""" / """Kitty Lee helped lure American women before allegedly robbing and beating one of the models"""

False because

4.1 Those are presenter lines, not a US verdict. The package puts a shoe, black eyes, and a stolen phone on air at an airport kerb. In the same package David's answer on the phone is that it was returned once police became involved.

4.2 Publishing "violent / deranged / criminals" as narration turns an untried hostel dispute into a crime sheet that this video then carries back to Australia and, two months later, into the detention story.

4.3 He was not behind bars in this package for an event-crime. The later ICE-contract hold was a fear-hold about what Nine's articles and network were causing in Australia, not a sentence for this LA voiceover.

Damaging and caused loss because

4.A This is the nuclear overlay: violence, robbery, derangement, criminals.

4.B It is the cut later used so a help-request at CBP reads as if America already had him for beating a model.

Article 13/Claim 5: "you lost the defamation case so are you now trying your tricks here in the US"

False because

5.1 Losing a defamation case against Nine does not prove a new US offence. Nine uses its own judgment as a licence to hunt him in another country and to treat music work there as “the same tricks.”

5.2 The judgment is then read onto an airport kerb as if the Australian civil result were a US criminal brief. That is the masthead enforcing its own win with a second-country ambush.

Damaging and caused loss because

5.A It tells every later reader the US trip is the next count on Nine’s sheet.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause — including the later travel ban and every refusal to deal that still quotes this hunt.

Interim events:

DATE	FACT
2019-09	Booked more US shows and organised trip for October–November.
2019-10-22	David and Kittie travel to the United States, booked for a red carpet appearance in LA, invited by one of the band girls for a movie she had recently starred in.
2019-10-23	US government protection application after the plaintiff's lawyer helped Nine rig the Sydney court, and the same lawyer was then tampering with a fake crime case seeking life imprisonment.
2019-11	Nine then attends the protection hearing (but is then kicked out by the Judge), then attacks him in a public broadcast for seeking protection from them.

Fake Article 14: 20 Nov 2019 9Now – A Current Affair

Article 14/Claim 1: *"Sleazy serial Aussie conman detained in bizarre bid for US asylum" / """a sleazy conman with a long history of scamming vulnerable women in his native Australia has now been detained in the US"""*

False because

1.1 He was not detained for an event-crime in the United States. He was put into an ICE-contract hold after an asylum request at the inspection point. Kittie asserted the request first. CBP asked if David felt the same. He agreed. CBP stated they had to detain, because if they sent them back and something happened it would be CBP’s fault.

1.2 The “long history / serial conman” label is the same masthead product used to underpin the fake articles, then walked into the border file. The danger he was asking the United States for help against was a false Australian case seeking life imprisonment, being tampered with by Michael Rollinson — the same lawyer who helped the media defendant rig the defamation case, now disbarred.

1.3 They filled asylum paperwork on the Australian side, were stopped at inspection, and went into the proceedings willingly. He felt safer in that process than subjected to Nine's danger-creations in Australia.

Damaging and caused loss because

1.A The headline makes a protection hold read as the arrest of a serial conman.

1.B That cut is what later AML desks, land agents, and the 10-year travel ban still run on.

Article 14/Claim 2: *"Otto has been an inmate in the Yuba Country Jail in California since October 23" / """appeared at an immigration court in San Francisco via video link from jail, wearing a yellow prison suit"""*

False because

2.1 Yuba County was a county facility contracted as an ICE holding centre. It was not a simple jail sentence for a US offence as the page frames "inmate / from jail."

2.2 There was no event-crime. He was held about two months, October to 6 January 2020, because CBP had taken the asylum answer and could not return him if harm followed. Immigration heard the case. The government attorney used fake Article 4, which contained fake claims. The only reasons given for not granting were pending charges, stupefaction and like process points.

2.3 After he was sent back on 6 January 2020 the false Australian case was discontinued in March 2021. The complainant admitted to lying about the whole thing during pre-trial examination in October 2020. The travel record is still ruined by a 10-year ban.

Damaging and caused loss because

2.A "Inmate / jail / yellow prison suit" is costume language for an ICE contract hold.

2.B Nine reframes as arrested and jailed for an event-crime when the hold existed because of what Nine had already been doing in Australia.

Article 14/Claim 3: *"immigration authorities sent Kittie Lee straight back to Australia before detaining Otto"*

False because

3.1 That is a lie. She did not go straight back. She stayed for two weeks.

3.2 They were then separated: Kittie to a proper detention facility in Bakersfield; David to Yuba County, the ICE-contract holding centre. The page collapses that fortnight and that split into "she was sent straight home, he was jailed."

3.3 Kittie became agitated at customs because they were scared for safety back in Australia. Her asylum request came first. Erasing her two weeks erases that she opened the help-request.

Damaging and caused loss because

3.A "Straight back" makes the hold look like a solo male custody event.

3.B It is a clean-up line so the joint help-request disappears and only the "conman detained" headline remains.

Article 14/Claim 4: *"immigration authorities grew concerned after they questioned him and his girlfriend on their arrival" / """quite concerned about his plans and his financial situation""" / """hoping to perform more bikini shows in LA and Arizona"""*

False because

4.1 The page flips a help-request into customs suspicion about money and “plans.” The inspection-point sequence was: asylum paperwork on the Australian side; stop at inspection; into customs; Kittie agitated and scared for safety back in Australia; Kittie asked first; CBP asked David; he agreed; CBP detained so a return-and-harm event would not fall on them.

4.2 “Concerned about his financial situation” is Nine reading a ledger Nine itself stripped. The Southport studio ambush of 7 July 2015 was designed to, and did, kill contracted customer payments that were to pay the island. The 24 July 2015 article then deterred angel investor Ariel Kelly from a $150,000 pledge. Reporting the bare ledger as CBP insight is spite.

4.3 The more likely flag at CBP is the same operator-set that false-flagged the events used to underpin the fake articles, now walked into the border so chaos would exist to report. It was not a bikini-show tour that caused the hold.

Damaging and caused loss because

4.A “Plans and financial situation” trains every later reader to treat poverty Nine created as proof of a con at the border.

4.B It hides that CBP said the hold was because a fear-of-return answer had been given.

Article 14/Claim 5: *"claiming he had received death threats" / """effectively claiming asylum""" / """whether US authorities buy into the sleazy conman's supposed fears about returning home"""*

False because

5.1 The credible fears were of a false case seeking life-imprisonment in Australia, interfered with by Rollinson, then amplified by the same masthead now calling those fears “supposed.” Nine told him he had to quote the defamation case, which did not describe the danger.

5.2 Asking if journalists were in the room and invoking a closed hearing is not proof the fears were fake. It is a man in an ICE hold asking not to have the same masthead stage the hearing after that masthead had already followed him from Australia to America.

5.3 Nine mischaracterises a request for help from the US government as a bizarre bid / a con / an event-crime. That was never what he was held for. After return, the complainant admitted the false case was a lie. Nine still sold the detention as the punchline.

implies frabricatuon yet 9s material incites violemce Violent intent comments next to 9s uploads containing phrases like He Should be shot appears.

Damaging and caused loss because

5.A “Supposed fears / bizarre bid” is damage-control: create the danger, then mock the man for asking the United States for help.

5.B That sneer is what kept the 10-year ban and every later refusal to deal looking justified.

5.C The publication was reckless as to falsity and as to the harm, loss, and damage it would cause.

Fake Article 15: 21 Nov 2019 YouTube – A Current Affair

Article 15/Claim 1: *"behind bars"*

False because

1.1 “Behind bars” conveys the false imputation that he was imprisoned for an event-crime. He was not. He was in contracted immigration detention after an asylum request.

1.2 Yuba County was a county facility used under contract as an ICE holding centre. There was no US event-crime, no sentence, and no jail term. Kittie asserted the fear first. CBP asked if David felt the same. He agreed. CBP stated they had to detain, because if they sent them back and something happened it would be CBP’s fault.

1.3 The credible fear was of what Nine’s articles and criminal network were causing in Australia — a false case that threatened to take all liberties for life — not a crime he had committed in the United States.

Damaging and caused loss because

1.A Ordinary readers hear “jailed for what he did.” They do not hear “ICE-contract hold after a help-request.”

1.B That false crime-sheet meaning is what the 10-year ban, AML desks, and later refusals to deal still run on.

1.C If a later officer, lender, platform, vendor or visa desk takes “behind bars” at face value, they treat him as a man who already served time for an event-crime. That one phrase turns an ICE-contract hold into a criminal record in the reader’s head, when none such circumstance ever existed.

In broader context of previous publications still live:

1.D The articles published to this point were left standing. That remaining stack led to a false eviction and engineered homelessness in 2022.

1.E They led to police false arrest and sexual assault of Kittie, done to avenge and punish a crime detailed in the news article that never happened. The article is written so as to assure the viewer to engage police.

1.F This attack then led to her institutionalisation and total mental breakdown after the article influenced four police officers to rape her. They then put her in the street at 2am in only prison garb, clothes in hand, to further degrade her state of mind by risking a secondary false arrest for being mistaken as an escapee. Footage of 7 April 2022 was requested in court but declined. That refusal supports an adverse inference that what was alleged on 7 April 2022 did actually happen, as police did not want to provide the watch-house footage of what happened to her that night.

1.G After a previous and fraudulent application by David’s brother and wife to reduce David falsely to a mere tenant and evict him from his inherited home, in the February 2022 erroneous eviction proceeding the same adjudicator, Bill Lomas, ignored exculpatory evidence and video evidence of the agent assaulting the subject. Lomas then ordered all three leases extinguished on invalid bases, even though each was a separate document. That 18A extinguishment of all three leases brought rapid homelessness. The family fraud and publications had clearly affected the courts and proper access to justice in any courtroom.

Article 15/Claim 2: *"now he's claiming he's the victim" / """Aussie conman's bizarre bid for U.S. asylum"""*

False because

2.1 Asylum paperwork was filled on the Australian side. They were stopped at the inspection point and put into customs. They went into the proceedings willingly. He felt safer in that process than subjected to Nine’s danger-creations in Australia.

2.2 A help-request is not a bid and not a con. CBP detained because a fear-of-return answer had been given, and because sending them back after that answer would have put the harm on CBP. That was never an event-crime in the United States.

2.3 Calling him “the victim” as a punchline is Nine reporting the consequence of its own intercepts as a character defect. The fears were of the false life-imprisonment case, not a costume.

Damaging and caused loss because

2.A It trains every later reader, bank, and border officer to treat a help-request as a stunt.

2.B It is damage-control: create the danger, then mock the man for asking the United States for help.

Article 15/Claim 3: *"we've been investigating the Predator's latest movements" / """this document confirms auto has been an inmate at the Yuba County Jail""" / """degrade musician"""*

False because

3.1 There was no event-crime and no predator file. Yuba County was a county facility contracted as an ICE holding centre, not a simple jail sentence for a US offence.

3.2 He was held about two months, October to 6 January 2020, on the CBP asylum protocol. Immigration heard the case. The government attorney used fake Article 4, which contained fake claims. The only reasons given for not granting were pending charges, stupefaction and like process points.

3.3 After he was sent back on 6 January 2020 the false Australian case was discontinued in March 2021. The complainant admitted to lying about the whole thing during pre-trial examination in October 2020. The travel record is still ruined by a 10-year ban.

Damaging and caused loss because

3.A "Predator / inmate / document confirms" is a crime-sheet voiceover over an ICE contract hold.

3.B Nine reframes as arrested and jailed for an event-crime when the hold existed because of what they were already doing.

Article 15/Claim 4: *"she had hit me with her fists and open hands the first few times and started beating me with it my shield"*

False because

4.1 The grab is cut in to imply he is being held in America for that event. He was not. The hold was the CBP asylum protocol after Kittie asked first and he agreed.

4.2 The same package still says Kittie was sent straight back. That is a lie. She stayed two weeks, then went to a detention facility in Bakersfield. David went to Yuba. The fists grab plus "straight back" collapses a joint help-request into a solo male crime sheet.

Damaging and caused loss because

4.A The first-person assault grab is the nuclear overlay that makes a protection hold look like a violent US charge.

4.B It is what platforms, sponsors, visas, and later land agents still run.

Article 15/Claim 5: *Alexis Daish on the US track after the August 2019 ambush / """from Brisbane to Hollywood to Detention Center"""*

False because

5.1 Alexis Daish also did the August 2019 ambush out of the prior LA package. The same reporter had covered, in Australia, the bashing of David's requested 2019-trial witness after that witness was submitted to the lawyers as a key witness. Daish then happens to be on the ground in America while he is there. That is more than coincidence.

5.2 The same network that false-flagged the events used to underpin the fake articles is the more likely source of the CBP flag that created the chaos at the inspection point. The voiceover flips that onto "we've been investigating the Predator's latest movements."

5.3 Following him from Brisbane to Hollywood to the ICE centre, then selling the help-request as the payoff of that hunt, is the masthead staging the consequence of its own pursuit.

Damaging and caused loss because

5.A Putting Daish on both the Australian witness-bashing story and the US detention story welds the packages together so the help-request never gets read as a help-request.

5.B The publication was reckless as to falsity and as to the harm, loss, and damage it would cause. The 10-year ban and every later refusal to deal still run on this cut.

Interim events:

DATE	FACT
2022	Sandy Dawson, Nine barrister for the Sydney 2019 hearing, died of brain cancer at only 50.
2022-02	Judicial misconduct on band living/work space. David displaced again by the articles. Lomas 18A extinguishment of three separate leases. Engineered homelessness. Rapid eviction.
2022-04-07	Landlord/agent Linortner outside property after Kittie erroneously charged while returning to retrieve belongings stored with neighbour. Linortner repeating article rhetoric, inciting local officer.
2022-04-07	QPS incident. Police rape of the second subject. Watch-house. 2am street in prison garb. Footage requested in court and declined.
later 2022	Plaintiff's lawyer who tampered and threatened to force a false outcome — Michael Rollinson — disbarred, charged with criminal contempt of court, sentenced to 9 months.

Fake Article 16: 2 Oct 2022 Sydney Morning Herald

Article 16/Claim 1: *"serial conman and wanna-be rock star David Ashworth, known as David Otto"*

False because

1.1 *No prosecuted fraud, con, or theft from the Temple Island negotiation or the music work. The article states the label. It does not prove a serial-fraud conviction.*

1.2 *“Wanna-be rock star” is a put-down used to dump a real music-business build into the same bin as convicted trophy-home fraudsters in the piece.*

1.3 *The 2015–2025 pattern is vendor-side sabotage of an accepted purchase, not a buyer-side con. From 2015 the Jaha Sinner profile ran hundreds of island-customer intercepts by sending the July 2015 article to stop the takeover. As late as 2025 the same actor, posting as Yata Mataa, age 80+, being Barbara Collyer — wife of and co-vendor of the 2015 island — messaged friend lists on active promo profiles to sabotage later business that might avenge that rip-off. EVID 2025-06 — FB DM screenshot from that profile, two-message admission: “Uh oh” / “You know”.*

Damaging and caused loss because

1.A *“Serial conman” is an AML/KYC kill-switch. Banks, brokers, land platforms, and visa files treat it as a hard stop.*

1.B *It poisons every clean corporate, trading, and resort-network move needed to fund the island / hotel / concert-tour engine he is building.*

1.C *Article 16 reprints the same kill-label in 2022 so the 2015 unjust enrichment stays buried.*

Article 16/Claim 2: *"fake buyers, of which his most memorable was … David Ashworth … who was in negotiations to buy Temple Island"*

False because

2.1 *June 2015 was a live purchase offer: $1,000 a week, to come off the purchase total. The agent labelled that weekly sum the deposit-on-instalments. The acceptance email accepted that structure.*

2.2 *A signed, accepted, part-paid island contract is not a fake-buyer stunt. Two weekly instalments were paid after acceptance. That is performance, not theatre.*

2.3 *A two-week stay and counting was therefore owed after those payments. The vendor then cut it to three nights, threatened the buyers, soured buyer's staff, interfered with island stay booking work being done and used swatting threats put the buyers off the island so the buyer could not stay and recover the damage. The on-island vendor did not want the sale to go through, it was only the rest of the syndicate, who paid the bills and never went there, who did.*

2.4 *Grouping the subject with jailed conmen and Melissa Caddick-style deposit traps is false association, not evidence he was a fake buyer.*

2.5 The original live allegation at the ambush, spoken by Jenna Cubbine Hudson, was that there was no contract. The subject offered to send a copy of the contract as proof it existed. The anchor, seeing its validity, refused to supply even a generic email address to send it to. EVID June 2015 — vendor contract.

2.6 The narrative was then disingenuously switched from “no written contract” to the deposit. That switch after the contract was produced shows intent to maintain a false account whatever the proof, and refusal to be steered by evidence that made the first allegation a lie.

2.7 The contract terms stated the contract was live on signing, not only on payment of the deposit. EVID June 2015 — vendor contract.

2.8 *Negotiation happened. A live commercial talk is not a fake-buyer stunt.*

Damaging and caused loss because

2.A *“Fake buyer” brands every later land offer as theatre, so agents and vendors walk.*

2.B *That freeze blocks the property stack that underwrites his rehearsal campus / touring-depot business plan.*

2.C *It is the cover that let the vendor keep the island on the market and keep the money that was paid.*

Article 16/Claim 3: *"Despite never paying the $5000 deposit on his purchase" / caption: """negotiated to buy Queensland’s Temple Island despite not having the $5000 deposit"""*

False because

3.1 *The accepted deal had no $5,000 lump deposit in the offer. The deposit that was offered, labelled, and accepted was $1,000 a week off the purchase total. Two instalments were paid. The vendor kept both.*

3.2 *The vendor’s wife then idly dropped a second, not-offered deposit on top of the accepted weekly instalment deposit and treated that extra sum as owed. “Never paid / did not have $5,000” is that invented second deposit plus the wrong figure.*

3.3 *A Queensland sale binds on the terms that were offered and accepted. A second deposit written in after acceptance, that was never in the buyer’s offer, is not a term of the bargain and is not owed. Queensland contracts routinely allow a deposit by instalments where that is the agreed structure. The agent cannot invent a new essential money term after the acceptance email.*

3.4 *Once Barbara and others used the July 2015 article to intercept interested customers and collapse the takeover, keeping those two paid instalments was unjust enrichment made possible by unconscionable conduct. A constructive trust formed at that moment over the money the vendor still held. The vendor kept the island up for sale after contract signed and after the first two deposit instalments were paid.*

3.5 *The principal to pay the island was being earned at the Gold Coast Southport studio. On 7 July 2015 a coordinated Nine ambush of that studio was designed to, and did, kill contracted customer payments.*

3.6 *A 20-person promotional team was present at the studio on the date of the ambush. At three bookings a week the pipeline was 20 × 3 × $599 a week in revenue intended for the island purchase.*

3.7 *The article tactically omits that the buyer also had an angel investor, Ariel Kelly, pledged $150,000 from a house she was about to sell. She was later deterred from acting after being sent the 24 July 2015 article.*

3.8 *That 24 July 2015 article was built after the 7 July 2015 Southport studio ambush. The publisher sabotaged the ventures that would have paid the island, then reported the collapsed payments as if the buyer had never had the money.*

3.9 *Deposit was paid at $2,500 and taken by the vendor. The article's "never paid / did not have $5000" line is the wrong figure and the wrong ending.*

3.10 *A disputed, vendor-held deposit represents unjust enrichment in the vendor-sabotaged settlement process, not proof the buyer never funded or never intended to complete.*

Damaging and caused loss because

3.A *"Couldn't even pay the deposit" is factually false given the terms offered, tortious circumstances then created wilfully by media and vendors themselves in bad faith and constitutes the exact phrase lenders, PEXA/AML desks, and agents quote when they stall a file.*

3.B *It was used to sabotage income and payments around the same deal window and still follows every later land move.*

3.C *It hides that the money was paid and taken.*

Article 16/Claim 4: *"Ashworth used the island to lure young women on the promise of work in the music industry"*

False because

4.1 *Temple Island in June 2015 was an accepted purchase with paid instalments and a granted stay. That is a land deal, not a lure ad.*

4.2 *Monique was on commissioned promo work. After the work review she was delivered home. He then travelled back separately for a social engagement with other people who were not on the island project.*

4.3 *Bill sent her the fake 2015 article through her referee and derailed the commissioned work. In court Bill admitted they should trust each other, cutting the buyer/payer out of the loop. For four days she ignored the work she was commissioned to attend and do. The island job failed because the work was dropped after the article hit, not because the buyer used the job as bait.*

4.4 *Music-industry work, classes, merch, and live promo are the actual business. Promising work is not a lure when the product is the work. No prosecution for luring.*

4.5 *No prosecution for luring. The article treats a music-hire pitch as a trap without showing a charge, finding, or any crime.*

Damaging and caused loss because

4.A *This line kills ads, venues, class sign-ups, crew, and live-in practice — the whole BandModelClasses funnel.*

4.B *It converts a legitimate happiness engine into the smear version so the family-started industrial false-media cover can keep running.*

4.C *Same smear still follows every later promo profile Barbara's accounts can reach.*

Article 16/Claim 5: *"only to try and engage them in group sex"*

False because

5.1 *Monique was not propositioned by the buyer at any time. There was no buyer-side group-sex intent. Article 16 publishes that line as fact in a 2022 property colour piece with no charge, no conviction, and no exhibit in this article.*

5.2 *A side-access arrangement without the work element developed between Monique and the seller. That is the sexual fact. After the promo-work review she was driven home. Separate social travel after that was with people not involved in the island project.*

5.3 *Bill's article-to-referee cut the buyer/payer out. Monique and the seller then interacted sexually. That conduct was later published as if it had been the buyer's only intent, where there was none.*

5.4 *Sexual-misconduct framing is the highest-damage overlay. It is not required to explain a collapsed island purchase and is not the purchase record or the work record.*

5.5 *Published as fact in a 2022 property colour piece with no charge, no conviction, and no exhibit in this article - likely references only deliberate false findings in rigged 2019 hearing.*

Damaging and caused loss because

5.A *This is the nuclear line for housing, tenancy, visas, platforms, sponsors, and any girls + music + resort brand.*

5.B *It is the deliberately false and damaging cut that keeps the island / girlfriend / band compound from being allowed to exist as a clean business.*

5.C *The publication was reckless as to falsity and reckless as to the harm, loss, and damage it would cause. It did cause direct refusal to deal. On the November 2025 Tully property, after accepted offer and with the deposit held in cash, the agents and seller admitted on the call that phrasing taken from this article was the reason for blocking the buyer. On the West Queensland property, after accepted offer two months earlier, both the $1,000 deposit and the $22,000 full purchase price remain available in cash; the seller still refuses to supply disclosure or contracts; the property stayed advertised for sale through that period and remains advertised after many follow-up requests.*

Family coordination of the smear — run to bury exposure of the inheritance theft — is the spine under every package from the 2015 island intercepts through the 2019 judgment reprint, the LA hunt, the ICE-hold voiceover, and the 2022 trophy-home sequel. Nine and its mirrors did not try a clean fact case. They used tainted process, empty first-lines later padded with inventions, and a defective civil result as if it were a criminal brief: no lump $5,000 on an accepted instalment contract that was paid and kept; “no contract” abandoned on camera then switched to the deposit; drink-spiking absent from police and from Shayla’s own 2015 article, then minted in 2017 to prop up “lucky to get away”; Monique’s commissioned work recast as a lure after Bill cut the payer out and the seller took the side-access; India’s black-eye, stolen-phone, and groping story omitted from her own report box, denied in writing by Alina, makeup-confirmed, and treated as nothing by same-night LAPD; “behind bars / inmate / Kittie sent straight back” sold over an ICE-contract hold after Kittie asked for help first. On scrutiny those catastrophic public claims — serial conman, predator, fake buyer, phony island, poisoner, robber, assailant, jailed fugitive — do not survive the documents, the texts, the omitted boxes, or the paid instalments. Bring back the adultery evidence the court buried and the judgment Nine reprints as a fact-bank loses the moral costume it used to convert a family-theft cover and a vendor rip-off into a nationwide girls-and-crime sheet. What remains is not a finding. It is a coordinated publication of externally engineered collapse, still doing AML, visa, land, and venue damage years after each plank failed.

Interim events:

DATE	FACT
2025-07-07	Displaced into homelessness after persistent harm (Sep '23 to Jul '25) capitulated to threats to life — by landlord allowing drug dealer in lower unit, citing articles, to commandeer entry to article subject's unit. Drug dealer engaged in vigilante, stalking and intimidation activity over a prolonged 2-year period: weapon staging, violent displays of aggression, planting injury traps, letterbox blocking, car space blocking with puncture traps, shouting verbal threats. Landlord refuses to move drug dealer even though exposed to legal risks.
2025-10-25	While displaced into hotels, prospective clients suddenly cite the Shayla / India articles after a happy meeting, excited about playing in the band, then sitting in the room on phones looking up fake material. The demeanour changed.
2025-10-25	Call backup to break and enter the subject's hotel room.
2025-10-25	Man punches the window to break into hotel room.
2025-10-25	Mackay hotel. Guests recognise David from the fake media and recite the false claims. They bring a violent offender on bail to the hotel and incite him to break and enter David's room. Video: chase, bash the door, punch the window.





2025-10-25 David and Kittie narrowly escape to another hotel, then travel to another city to begin preparing a ministerial intervention in the matter.

2026 Jamie posts old photos of just himself from albums he took from Shirley's house before David got there, including photos of just David and Shirley. He has never posted a single obituary or "miss you mum" on his profile, though he posts about his aunts and photos of them. David and Shirley is a relationship he does not want people asking questions about.

ACA material used to cover up the family fraud has caused threats to life, knife brandishing, rape of one of the subjects by four police, and a break-and-enter to kill attempt.