

## RECORD OF OUTCOME

Outcome Type: Trial (finalising)  
Court of Origin: Supreme Court of South Australia  
Action Number: SCCIV-12-1580  
Between: Veny AMELIA, Plaintiff  
AND Kerrie Anne DALLAS, Defendant

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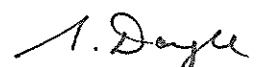
31.07.2017 Trial outcome - other

The Court noting the agreement between the parties attached to these orders and marked "A", the Court orders that:

1. The plaintiff, Veny Amelia, is the sole legal guardian of Keanu Adela Dallas and his property.
2. The open letter (being the document pleaded in paragraph 17 of the Fourth Statement of Claim filed 14 August 2015 (FDN 63)) ('the open letter') is void and of no effect.
3. Within 14 days, the defendant shall:
  - 3.1 deliver up to the plaintiff's solicitors any and all physical copies of the open letter in her possession (within the meaning of that term as defined in r 4 of the Supreme Court Civil Rules 2006);
  - 3.2 cause all electronic copies of the open letter in her possession to be deleted.
4. A permanent injunction is granted and the defendant is hereby restrained from relying upon the open letter in any way, including any proceedings.
5. All existing costs orders in the proceedings be set aside.
6. Each party bear their own costs of the proceedings.
7. Subject to paragraph 8 below, the proceedings otherwise be dismissed, on terms that this order shall prevent the plaintiff from bringing fresh proceedings or claiming the same relief in fresh proceedings.
8. Liberty to the plaintiff to apply to the Court for the Court's approval of the settlement between Keanu Adela Dallas and the defendant.

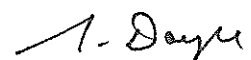
### "A": TERMS OF AGREEMENT BETWEEN THE PLAINTIFF AND THE DEFENDANT

1. Upon the Court making the Orders to which this agreement is attached, the plaintiff Veny Amelia releases the defendant from all claims, suits, demands or proceedings arising out of or in connection with:
  - 1.1 proceedings 566/Pdt.P/2012/PN.Dps in the Denpasar District Court of the Republic of Indonesia ('the Denpasar District Court proceedings'), or any application in the Denpasar District Court proceedings;
  - 1.2 the administration of the bank accounts referred to in and resulting from the Denpasar District Court proceedings;



- 1.3 the management, administration or distribution of the estate of the Deceased;
  - 1.4 the defendant's alleged involvement in the affairs of PT Cinta Dan Dusta; and
  - 1.5 all other allegations against the defendant in the current action.
2. Subject to paragraph 3 below, and in consideration of the defendant consenting to the Orders to which this agreement is attached, and her agreement as to the terms of the Agreement as between the plaintiff and defendant, the defendant and Keanue Adela Dallas mutually release each other from all claims, suites, demands or proceedings arising out of or in connection with:
  - 2.1 the Denpasar District Court proceedings, or any application in the Denpasar District Court proceedings;
  - 2.2 the administration of the bank accounts referred to in and resulting from the Denpasar District Court proceedings;
  - 2.3 the management, administration or distribution of the estate of the Deceased;
  - 2.4 the defendant's alleged involvement in the affairs of Pt Cinta Dan Dusta; and
  - 2.5 all other allegations against the defendant in the current action.
3. The release on behalf of Keanu Adela Dallas in paragraph 2 above, and the settlement of the proceedings on his behalf, shall be subject to the approval of the Supreme Court of South Australia pursuant to r 257 of the Supreme Court Civil Rules 2006.
4. The plaintiff shall do all things necessary to obtain the approval of the Supreme Court of South Australia for the settlement between Keanu Adela Dallas and the defendant, including but not limited to obtaining the opinion of independent counsel and making application to the Court for such approval, with the reasonable costs of the opinion of independent counsel to be paid by the defendant.
5. Within 14 days of the Court determining the plaintiff's application for approval of the settlement between Keanu Adela Dallas and the defendant, and irrespective of whether the Court, in fact, approves the settlement, the defendant shall transfer to an account in the name of Keanu Adela Dallas nominated by the plaintiff the funds held in the following accounts held with Bank Negara Indonesia:
  - 5.1 account number 0280634593 in the name of Kerrie Ann Dallas qq Keanu Adela Dallas, and
  - 5.2 account number 0282226447 in the name of Kerrie Ann Dallas qq Keanu Adela Dallas,after payment from those funds of all fees, taxes or charges arising in whatsoever way from the transfer of the funds to the nominated account and the closing of the two accounts wherein the funds are presently held.
6. Within 14 days of the Court determining the plaintiff's application for approval of the settlement between Keanu Adela Dallas and the defendant, and irrespective of whether the Court, in fact, approves the settlement, the defendant shall transfer for and on behalf of Keanu Adela Dallas to an account nominated by the plaintiff, Veny Amelia, the further sum of AUD\$100,000.
7. For the avoidance of doubt, the parties agree that paragraphs 1, 5 and 6 of this agreement are not conditional upon, or otherwise subject to, the Court's approval of the settlement on behalf of Keanu Adela Dallas.

For Plaintiff 1 : Mr G Finlayson



For Defendant 1 : Mr S Ower SC  
The Honourable Justice Doyle  
02.05.2017 10:00am - 4:30pm  
03.05.2017 10:02am - 4:35pm  
04.05.2017 10:06am - 4:35pm  
05.05.2017 10:01am - 4:29pm  
08.05.2017 10:05am - 10:39am  
09.05.2017 10:40am - 4:33pm  
10.05.2017 10:02am - 4:36pm  
11.05.2017 9:30am - 4:38pm  
12.05.2017 10:03am - 4:32pm  
31.07.2017 10:45am - 2:45pm

*A. Doyle*

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