

**IN THE DISTRICT COURT
HELD AT AUCKLAND**

CIV-2017-004-2861

UNDER the Harssment Act 1997

BETWEEN JACQUIE TURNER

Applicant

AND KAZUFUMI IKEDA

Respondent

SECOND AFFIDAVIT OF KAZUFUMI IKEDA

March 2018

Next Event Date: TBA

Judicial Officer: TBA

**DOUG
COWAN**
Barristers & Solicitors

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SECOND AFFIDAVIT OF KAZUFUMI IKEDA

I, **Kazufumi Ikeda** of Auckland, businessman, swear-

1. I have previously provided an affidavit on 31 January 2018 for this matter. I have knowledge of the facts to which I depose save where context indicates otherwise.
2. I make this further affidavit to address some particulars in my previous affidavit.

Payments to Ms Turner's company

3. Approximately \$16,000 has been paid to Ms Turner's business Stone Warehouse Limited and to the Huntington & Turner Family Trust as Amsham Investment (**Amsham Investment**) in 2006. Another \$16,000 has also been paid towards Stone Warehouse Limited, Amsham Investment and Aruba Management Limited, the building manager's company between 2012 and 2016. Annexed and marked **A** is a copy of the company search for Stone Warehouse Limited, Aruba Management Limited and payments made to Stone Warehouse Limited.
4. I believe that there is a genuine conflict of interest with Ms Turner's business and the Body Corporate, given that Ms Turner owns a unit in the Body Corporate.
5. Resolution 15 of the August 2017 Annual General Meeting (**August 2017 AGM**) minutes record that:

The process by which a Committee member is reimbursed is that declaration of a conflict of interest is made at the commencement of committee meetings. If there is a payment to be made then a conflict of interest has to be advised and another member must sign off for approval.
6. Ms Turner did not explain anything to me at the AGM. The AGM minutes are incorrect in that Ms Turner denied the allegation.

Payments to Maynard Marks Limited

7. I have also noticed that there is a possible double payment of \$81,891 to Maynard Marks Limited (**Maynard Marks**), the consultant engineers who were responsible for the Body Corporate's remediation works.
8. I noted that the following payments were made on the following dates:
 - (a) \$45,000 for invoice 7533 on 25 October 2016; and
 - (b) \$36,891.86 for invoice 7533 on 31 October 2016.
9. However, I also note that \$81,891.86 was also paid on 28 November 2016 to Maynard Marks.
10. This concerned me as it is possible that the Body Corporate may have overpaid Invoice I007533.

Annexed and marked **B** is a copy of the payments made on 25 October 2016, 31 October 2016 and 28 November 2016 given to me by Body Corporate Administration Limited on 7 April 2017. Annexed and marked **C** is a copy of invoice I007533.

11. I have raised this issue to the Body Corporate administration team, which includes Ms Turner but they have not answered me.

Repayments to Grimshaw & Co.

12. Grimshaw & Co was the law firm that was involved in the litigation proceeding for the Body Corporate. Their retainer has seemed to cease after the litigation was resolved.
13. On 21 November 2016, there was a refund of unused legal fees of \$117,009.14.
14. There have also been funds from the settlement fund to reimburse Grimshaw & Co for part of the settlement call expenses of:
 - (a) \$96,669.16; and

107
150

(b) \$47,252.35.

Annexed and marked **D** is a copy of the Body Corporate's financial accounts showing payments made to Grimshaw & Co.

15. I have asked Ms Turner about this refund in the August 2017 AGM, as she is the Body Corporate Chairperson.

16. The August 2017 AGM minutes record that Mr Andrew Zhang explained the unused legal funds from Grimshaw & Co to me. This is incorrect. I did not get a one-on-one explanation from Mr Zhang.

Committee meetings issued

17. Despite being a member of the Body Corporate Committee from August 2015 to August 2017, I had not been invited to any Committee meetings. For example, there was a Body Corporate Committee meeting on 2 March 2017. I was not asked to be part of this meeting. Although I was not a plaintiff to the claim, I should have been part of it.

18. There were also two committee meeting minutes issued. I do not trust these minutes as I believe it was a deliberate decision to exclude me out of the building repair sub-committee.

Annexed and marked **E** is a copy of the two different minutes.

SWORN at Auckland)
this 1st day of March)
2018 before me:)


Kazufumi Ikeda


A Solicitor of the High Court of New Zealand/A Justice of the Peace

Jessica Marie Greenheld
Solicitor
Auckland

ICZ
JG