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Lorigan v Infinity Automotive Limited [2021] NZEmpC 32 (19 March 2021)

Last Updated: 26 March 2021

IN THE EMPLOYMENT COURT OF NEW ZEALAND AUCKLAND

I TE KŌTI TAKE MAHI O AOTEAROA TĀMAKI MAKĀURAU

[\[2021\] NZEmpC 32](#) EMPC 377/2015 EMPC 277/2016 EMPC 215/2017

EMPC 297/2017

IN THE MATTER OF	challenges to determinations of the Employment Relations Authority
AND IN THE MATTER OF	proceedings removed from the Employment Relations Authority
AND IN THE MATTER OF	an application for sanctions, stay of proceedings, and costs
BETWEEN	PETER D'ARCY LORIGAN Plaintiff
AND	INFINITY AUTOMOTIVE LIMITED Defendant

Hearing: On the papers

Appearances: P Lorigan in person
R Towner, counsel for Infinity Automotive
Ltd

Judgment: 19 March 2021

INTERLOCUTORY JUDGMENT (NO 9) OF JUDGE B A CORKILL

(Application for sanctions, stay of proceedings and costs)

Introduction

[1] Infinity Automotive Ltd (Infinity) seeks a sanction against Mr Peter Lorigan based on his failure to pay costs orders in EMPC 377/2015 and EMPC 277/2016. Previously, a sanction by way of stay of these proceedings was made. The sanction which is now sought is that both these proceedings be struck out.

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[2] Second, Infinity seeks costs orders for steps taken in connection with the challenges.

[3] Third, Infinity seeks an order of stay of Mr Lorigan's unjustified dismissal claim, removed to the Court by the Employment Relations Authority (the Authority): EMPC 215/2017. Infinity says the proceeding should be stayed until all outstanding costs in connection with the earlier challenges are paid. Infinity accepts that its own proceeding against Mr Lorigan, EMPC 297/2017, should be stayed at the same time.

[4] I deal with each application.

Application for further sanctions

[5] In my judgment of 5 September 2019, I ordered:1

- a. A sanctions order under [s 140\(6\)](#) of the [Employment Relations Act 2000](#) (the Act), by which Mr Lorigan's proceedings, EMPC 377/2015 and EMPC 277/2016, were stayed until he paid \$14,495 to Infinity.2 This order was made because Mr Lorigan failed to comply with an earlier compliance order requiring payment of that sum which had been issued on 12 November 2018.3
- b. A compliance order under [s 139\(2\)](#) of the Act, by which Mr Lorigan was to comply by 18 September 2019 with the Court's judgment of 12 November 2018, that the sum of \$500 costs be paid by him to Infinity.4
- c. A costs order under cl 19 of sch 3 of the Act to the effect Mr Lorigan was to pay \$500 costs to Infinity in respect of the 5 September 2019 judgment.5

1 *Lorigan v Infinity Automotive Ltd (No 7)* [\[2019\] NZEmpC 118](#) (first sanctions judgment).

2 At [47(a)].

3 *Infinity Automotive Ltd v Lorigan* [\[2018\] NZEmpC 133](#).

4 *Lorigan v Infinity Automotive Ltd*, above n 1, at [47(b)].

5 *Lorigan v Infinity Automotive Ltd*, above n 1, at [47(c)].

[6] Mr Lorigan applied to the Court of Appeal for leave to appeal the making of these orders, but that application was declined on 31 July 2020.6

[7] The background to these orders is relevant to the present application. Mr Lorigan had been requested on several occasions to pay the sums referred to at para [5](a) and (b). It was plain from correspondence he had no intention of doing so. Rather, he raised matters that were irrelevant from a legal perspective. He had made various assertions of criminal conduct. Having regard to the information he presented,

I said these could be properly described as "scurrilous and unjustified".7

[8] Mr Lorigan had been warned as to the consequences of not making the payments he had been directed to pay to Infinity, that is, that sanctions under s 140 of the Act, or otherwise under the [District Court Act 2016](#) or the [Insolvency Act 2006](#) would likely follow.

[9] He had been strongly urged to obtain legal advice; there was no evidence he had done so.

[10] On the evidence before the Court, there was no reason to think Mr Lorigan could not pay the costs awarded. He had never said he could not do so; only that he would not do so.

[11] In the first sanctions judgment, I said that the costs order had been made as a result of Mr Lorigan bringing misconceived applications before the Court, and because he had failed to comply with directions of the Court. I noted that regrettably these themes were evident in other applications filed by Mr Lorigan, and indeed in the documents filed for the purposes of Infinity's application for sanctions.

[12] The result of Mr Lorigan's seriously flawed approach to this proceeding was, I said, to create unnecessary costs.

6 *Lorigan v Infinity Automotive Ltd* [\[2020\] NZCA 320](#).

7 *Lorigan v Infinity Automotive Ltd*, above n 1, at [33].

[13] I was satisfied that the interests of justice required the imposition of a sanction, which was an order staying the proceedings relating to Mr Lorigan's unjustified action grievance.

[14] I said this was the least restrictive sanction which could be applied.

[15] As noted, I also considered it appropriate to make a compliance order in respect of the costs order of \$500 made earlier on 12 November 2018; and a costs order of

\$500 in Infinity's favour with regard to the application for sanctions.

[16] In support of the application which Infinity now brings for a further sanction, a sworn affidavit was filed on 28 September 2020 by Mr Simon Moore, an employee of solicitors acting for Infinity. He annexed emails wherein multiple requests had been made on behalf of Infinity for payment of the outstanding costs orders. It is plain that these sums have not been paid.

[17] On 7 October 2020, Mr Lorigan filed three notices of opposition to the various orders sought by Infinity. He also filed submissions.

[18] The essence of his position is that the costs orders were obtained fraudulently, or in contravention of the [Protected Disclosures Act 2000](#), as well as the “Laws of Malaysia Act 711”.⁸

[19] In short, Mr Lorigan submitted that the Court should not dismiss his proceedings because there has been illegal conduct on the part of Infinity and its legal representatives.

Legal principles

[20] The application for sanctions is brought under s 140(6) of the Act which states:

8. This is a statute relating to whistleblowing in Malaysia; it has no application to whistleblowing in New Zealand.

140 Further provisions relating to compliance order by court

...

(6) Where any person fails to comply with a compliance order made under [section 139](#), or where the court, on an application under [section 138\(6\)](#), is satisfied that any person has failed to comply with a compliance order made under [section 137](#), the court may do 1 or more of the following things:

- (a) if the person in default is a plaintiff, order that the proceedings be stayed or dismissed as to the whole or any part of the relief claimed by the plaintiff in the proceedings;
- (b) if the person in default is a defendant, order that the defendant’s defence be struck out and that judgment be sealed accordingly;
- (c) order that the person in default be sentenced to imprisonment for a term not exceeding 3 months;
- (d) order that the person in default be fined a sum not exceeding

\$40,000:

- (e) order that the property of the person in default be sequestered.

[21] In the first sanctions judgment, I analysed this provision. I repeat the summary of principles I outlined on that occasion, because they are again relevant.⁹

[22] The Court’s jurisdiction to impose sanctions under s 140(6) was comprehensively reviewed by the Court of Appeal in *Peter Reynolds Mechanical Ltd v Denyer*.¹⁰ There the Court of Appeal considered previous cases involving fines; it also commented on the sanctions of imprisonment and sequestration.

[23] Then the Court stated:¹¹

... we see the primary purpose of s 140(6) as being to secure compliance. That is apparent from the wording of the section. Secondly, it must be intended to enable the Court to impose some form of sanction for non-compliance with the compliance order.

[24] Given those two purposes, the Court of Appeal went on to state that a range of factors would be relevant in a particular case where a fine was under consideration. These would include the nature of the default – deliberate or wilful – whether it is repeated, without excuse or explanation, and whether it is ongoing or otherwise. Any

⁹ *Lorigan v Infinity Automotive Ltd*, above n 1, at [25]–[27].

¹⁰ *Peter Reynolds Mechanical Ltd v Denyer (Labour Inspector)* [2016] NZCA 464, [2017] 2 NZLR 451, [2016] ERNZ 828.

¹¹ At [75] (footnotes omitted).

steps taken to remedy the breach would be relevant, together with the party’s track record. Proportionality was another factor which would require some consideration of the sums outstanding. Finally, the respective circumstances of the employer and of the employee, including their financial circumstances, would be relevant.¹²

[25] In my view, these factors are also relevant where the sanction sought is to dismiss a proceeding.

[26] In his supporting submissions, Mr Towner, counsel for Infinity, said he had been unable to locate a judgment in which the Court has dismissed a proceeding under s 140(6)(a) of the Act. However, the Court had struck out a defence

following failures to comply with a compliance order in *Engelhard-Roos v Emergicare (Henderson) Ltd (No 1)*, a case which was decided under the [Employment Contracts Act 1991](#).¹³

[27] Mr Towner also noted that the Court had on numerous occasions exercised its power under cl 15 of sch 3 of the Act to dismiss proceedings that were frivolous or vexatious.¹⁴ He submitted that a repeated and deliberate refusal by a party to comply with orders of the Court, amounting to contemptuous behaviour at common law prior to the enactment of the [Contempt of Court Act 2019](#), was an even more compelling reason to dismiss a proceeding.

[28] Mr Towner said that the following factors in summary were relevant to Infinity's application to dismiss Mr Lorigan's two challenges:

- a. Mr Lorigan's default had been deliberate and wilful.
- b. The default had been repeated; Mr Lorigan had failed to pay two costs orders, failed to comply with a compliance order, and failed to pay costs ordered against him.

12 At [76].

13 *Engelhard-Roos v Emergicare (Henderson) Ltd (No 1)* [1991] NZEmpC 46; [1991] 3 ERNZ 47 at 49.

14 For example *Gapuzan v Pratt & Whitney Air New Zealand Services* [2014] NZEmpC 206; *Strawberry Tree Ltd v Tuckett* [2013] NZEmpC 146; and *Gerrard v Wildbore* [2013] NZEmpC 144.

- c. He had not provided any excuse or explanation for his non-compliance; no affidavit having been filed in opposition to the application. His notice of opposition did not provide any excuse or explanation, but instead continued an unfounded and scurrilous attack on the defendant, its managers and its lawyers.
- d. Mr Lorigan had not taken any steps to remedy his various breaches; in addition, there was a history in the proceeding of Mr Lorigan flagrantly disregarding the Court's orders and directions.
- e. Infinity was not seeking a punitive sanction against Mr Lorigan such as a fine or sequestration.
- f. Infinity, through its lawyer, had made courteous, reasonable and repeated requests of Mr Lorigan that he pay the outstanding costs.
- g. A reasonable inference from an email sent by Mr Lorigan in June 2019 was that he was in a financial position to pay any costs ordered for payment; he had never denied his ability to do so.

Discussion

[29] As noted, I am satisfied that Mr Lorigan has not complied with any of the costs orders which have been made against him.

[30] Notwithstanding the imposition of the first sanction, it continues to be the case that Mr Lorigan has made no effort to pay. He has been given every opportunity to comply with orders of the Court over an extended period of time, but he has made it clear he does not intend to do so.

[31] Rather, he has continued to advance serious allegations as to illegal conduct on the part of Infinity and its lawyers. I have reviewed these on numerous previous occasions; they are misconceived allegations, and, as I have said previously, scurrilous and unjustified.¹⁵

15 *Lorigan v Infinity Automotive Ltd*, above n 1, at [33].

[32] Although Mr Lorigan has provided a swathe of material which he says supports his allegations, they do not do so. I am satisfied that Mr Lorigan's concerns in this regard have been previously considered by the Court and are wrong.

[33] This is the second application for a sanction against Mr Lorigan for non-payment of costs orders, those orders having been made because of misconceived applications, including unsupported allegations of fraud.

[34] Infinity does not seek the most draconian orders that could have been sought under s 140(6), including sequestration or imprisonment.

[35] The Court must recognise that there are two parties to the proceedings which are before it, one of which has become significantly prejudiced by non-compliance with orders of the Court.

[36] I am conscious, once again, that Mr Lorigan is representing himself. He has been advised on numerous occasions to obtain legal advice. There is no indication that he is not in a position to do so. Rather, the evidence I have considered previously is that he has fallen out with those who have attempted to advise him. However, even if he chooses to represent himself, he must comply with orders of the Court.

[37] I accept the submission that Mr Lorigan should not be allowed to continue to flagrantly disregard the Court's orders, and expose the other party, Infinity, to yet further costs.

[38] There is plainly jurisdiction to make the order sought; in my view, the present circumstances are sufficiently serious as to justify the striking out of Mr Lorigan's two challenges.

[39] For these reasons, I am satisfied that EMPC 377/2015 and 277/2016 should be dismissed. The making of this order does not relieve Mr Lorigan from his costs liabilities.

Application for costs

[40] Infinity seeks orders for costs in respect of the two challenges just struck out, both in the Authority and the Employment Court.

[41] I am unassisted by any of the materials Mr Lorigan has filed in opposition, or generally, since his core submission is that no orders should be made because of his perception that Infinity has acted illegally. He has presented no submissions as to the pros and cons of awarding costs as a consequence of his proceedings being dismissed.

[42] I deal first with the costs sought in relation to proceedings in the Authority.

[43] Infinity seeks costs in relation to each of three determinations.¹⁶ It is necessary to summarise these briefly.

[44] In a determination dated 13 November 2015, which was heard on the papers, the Authority dealt with three preliminary issues:¹⁷

- a. Was there an accord and satisfaction between Mr Lorigan and Infinity which precluded any further claim relating to his employment being advanced? This issue was resolved against Infinity.¹⁸
- b. Was a disadvantage grievance ever raised by Mr Lorigan? The Authority ruled that this grievance had not been raised in time; Mr Lorigan was not entitled to pursue the claim further.¹⁹
- c. Who was Mr Lorigan's employer? The Authority determined this issue against Mr Lorigan, concluding over his opposition that Infinity was the correct employer.²⁰

16. There were a total of five determinations, but the application made by Infinity is in respect of the three determinations only.

¹⁷ *Lorigan v Infinity Automotive Ltd* [2015] NZERA Auckland 357.

¹⁸ At [41].

¹⁹ At [52].

²⁰ At [82].

[45] Accordingly, Infinity succeeded on two of the three matters. Now it seeks 50 per cent of the costs awarded under the Authority's tariff at the time, which was

\$3,000 per hearing day. I agree costs should reflect the partial success achieved by Infinity. However, as the matter was resolved on the papers without the necessity for a hearing, I award \$750.

[46] In a determination dated 16 May 2016, which was determined on the papers, Mr Lorigan sought leave to remove the matter to the Employment Court, which Infinity opposed.²¹ This application was declined. Infinity seeks costs of \$3,000. As the matter was resolved on the papers without the necessity for a hearing, I award

\$1,500.

[47] In a determination dated 5 October 2016, the Authority declined Mr Lorigan's application under s 114 of the Act for leave to raise his disadvantage grievance out of time.²² This application proceeded to a hearing. Infinity succeeded and seeks \$3,000. Costs should also follow this event; I award Infinity \$3,000.

[48] The total sum to be paid by Mr Lorigan to Infinity in respect of the Authority's costs is accordingly \$5,250.

[49] I now turn to costs in the Court in respect of the two challenges which have been dismissed. The first challenge concerned the question of whether Mr Lorigan's disadvantage grievance had been raised within 90 days as required under s 114 of the Act. The second challenge was in the alternative: if a disadvantage grievance had not been raised within

the statutory timeframe should leave be granted to raise the grievance out of time?

[50] A schedule was prepared by Mr Towner based on the Court's Guideline Scale as to costs. Subsequently, he sought leave to amend it, as two steps had been included in error. Two other steps which should have been included were substituted, as items 34 and 35. As I am satisfied these steps were taken, I grant Infinity leave to advance

21 *Lorigan v Infinity Automotive Ltd* [2016] NZERA Auckland 145.

22 *Lorigan v Infinity Automotive Ltd* [2016] NZERA Auckland 340.

its claim on the basis of the amended schedule, a copy of which is attached to this judgment for ease of reference.

[51] There are four categories in respect of which costs are sought. The first three are categories which are normally directed by the Court for payment where the party seeking costs has been declared the successful party, after a hearing. Costs may be awarded so as to follow the event.

[52] In my view, it is reasonable for costs to follow the event which has occurred, namely the dismissal of the challenges. Items such as preparing statements of defence in respect of the two challenges, preparing and participating in relevant directions conferences, attendances with regard to disclosure, inspection of documents and preparation for hearing, should properly be regarded as categories of costs for which there should be a contribution.

[53] That disposes of the first three categories. The final category relates to attendances in connection with the many interlocutory applications which have been dealt with.

[54] I have analysed all the claims. Most are claimable, but two are not. The position with regard to the two that are not, is as follows:

- a. Item 22: the interlocutory application to which this item relates succeeded; costs of \$500 have already been ordered. I disallow this claim.
- b. Item 39: the Court has no record of second counsel appearing on 27 October 2017. The claim is disallowed.

[55] Infinity's claim is based on a daily recovery rate of \$2,390 per day. This was the rate from 1 August 2019. The preceding daily recovery rate was \$2,230. This is the applicable figure for the items which have been allowed.

[56] Allowing for these adjustments, there is a total of 24.95 days, which at \$2,230 per day amounts to \$55,638.50.

[57] Mr Towner submitted that there are a number of considerations which would justify this sum being increased, under reg 68 of the [Employment Court Regulations 2000](#) (the Regulations). This regulation bestows a discretion on the Court to have regard to any conduct of the parties which tends to increase costs. In that regard, Mr Towner referred to factors such as: Mr Lorigan's repeated refusal to heed the Court's urging that he obtain legal advice; the inefficient manner in which he had handled his challenges in the Court; non-compliance with the Court directions; hundreds of emails and documents which Mr Lorigan sent to the Court Registry which had to be monitored by counsel. Mr Towner submits that these factors greatly increased the costs which Infinity had incurred and are as a direct result of Mr Lorigan's conduct. An uplift of 20 per cent was sought.

[58] There are two responses to this. First, it is well established that costs may not be used as a mechanism for punishing a party. Second, many, but not all, of Mr Lorigan's difficulties flow from the fact that he is unrepresented. Again, he cannot be penalised because he has made such an election. For these reasons, there will be no uplift.

[59] The result is that for costs in the Authority and in the Court, in respect of the proceedings which have been dismissed, Mr Lorigan is to pay Infinity \$60,888.50.

Application for stay

[60] The final application brought by Infinity relates to the removed proceeding concerning Mr Lorigan's dismissal grievance. The Authority made an order of removal because, by that stage, issues concerning the unjustified grievance had come before the Court in EMPC 377/2015 and EMPC 277/2016.²³

[61] EMPC 215/2017, the removed proceeding, has been stayed for a long period pending the disposition of the two challenges which have now been struck out. Also stayed is EMPC 297/2017, which is a claim brought by Infinity for damages against Mr Lorigan, because it was intended it would be heard at the same time as EMPC 215/2017.

23 *Lorigan v Infinity Automotive Ltd* [2017] NZERA Auckland 239.

[62] Mr Towner submits that the removed proceeding is related to the proceedings which have now been dismissed. He noted that initially all proceedings were part of the same matter in the Authority.

[63] He says it would be unjust to allow Mr Lorigan to proceed in the Court with one part of his claim, the removed proceeding concerning an alleged unjustified dismissal, when he has flagrantly disregarded various orders of the Court relating to the other part of his claim, the two challenges which concerned alleged unjustified action.

[64] Broadly, Mr Towner submits that the Court possesses the power to stay a proceeding in circumstances such as the present, either by recourse to the Court's equity and good conscience jurisdiction under s 189 of the Act, or under r 15.1 of the High Court Rules (HCR) via reg 6 of the Regulations.

[65] Mr Towner submits that not to grant a stay would likely cause prejudice to Infinity in that:

- a. It would have to defend the balance of Mr Lorigan's personal grievance claims without having been paid the costs he has been directed to pay;
- b. the likelihood is that, given Mr Lorigan's behaviour to date, he will not comply with any cost orders that may be made against him; and
- c. it is also likely that Mr Lorigan will use proceedings in relation to his unjustifiable dismissal personal grievance to continue his scurrilous and baseless attacks on the company.

[66] As before, Mr Lorigan has filed no submissions in relation to this particular aspect of Infinity's application beyond the one already referred to, which is that Infinity and associated persons are acting illegally. I have already rejected this proposition.

[67] It is well established that the Court has the jurisdiction to stay a proceeding – as indeed it has on several occasions with regard to Mr Lorigan's challenges. In doing

so, the Court acts under s 189 of the Act, as a matter of equity and good conscience. The Court is ultimately guided by the interests of justice. The section allows the Court to act flexibly.

[68] What Infinity is seeking at this stage is a stay of the removed proceeding for a finite period, so as to give Mr Lorigan a yet further opportunity to comply with the Court's orders. Mr Towner submits that if Mr Lorigan does not make the payment, the company envisages it would then apply for the removed proceeding to be dismissed pursuant to HCR 15.1.

[69] The nature of the order sought has some synergy with the making of an unless order; the Court has already made such an order earlier in this proceeding.²⁴

[70] I accept the submissions made for Infinity as to the potential prejudice it would suffer if the removed proceeding were to continue.

[71] The order sought by Infinity is, again, the least restrictive order that might be made. An order striking out the removed proceeding is not requested, at this stage.

[72] Once again, Mr Lorigan has the ability to address the issue which has arisen. If he pays the outstanding sums within the period I am about to identify, he will be able to proceed with his unjustified dismissal grievance. If he does not, he will likely face an application to dismiss that claim as well.

[73] Infinity accepts that its own claim against Mr Lorigan should in these circumstances also be stayed; I agree.

[74] I consider the appropriate order is to stay EMPC 215/2017 for a period of three months, following which the position will be reviewed by the Court to ascertain whether the outstanding costs orders have been paid. EMPC 297/2017 is also stayed for the same period.

24. *Lorigan v Infinity Automotive Ltd (No 5)* [2018] NZEmpC 143; leave to appeal was declined by the Court of Appeal in *Infinity Automotive Ltd v Lorigan* [2019] NZCA 161, [2019] ERNZ 132.

[75] Infinity seeks costs in respect of the application for removal. I agree that these should follow the event, and that the amount sought is reasonable. I order Mr Lorigan to pay Infinity the sum of \$500 in respect of the costs for the present applications.

Conclusion

[76] With regard to Infinity's application for a further sanction, proceedings EMPC 377/2015 and 277/2016 are dismissed with immediate effect. Mr Lorigan's liability for the costs made in those proceedings, however, continues.

[77] With regard to Infinity's applications for costs in connection with the dismissed challenges, Mr Lorigan is to pay Infinity the sum of \$60,888.50 made up of:

- i. \$5,250 in respect of costs in the Authority; and
- ii. \$55,638.50 in respect of costs in the Employment Court.

[78] EMPC 215/2017 is stayed until 21 June 2021 so as to provide Mr Lorigan the opportunity to pay the sums referred to at paras [5] and [77] of this judgment, and the sum of \$500 in respect of the application for stay; the total sum which is now payable is \$76,883.50.

[79] EMPC 297/2017 is also stayed until 21 June 2021.

[80] The Registrar is to schedule a telephone directions conference for a date that is shortly before the expiry of the stay orders, when the circumstances will be reviewed.

B A Corkill Judge

Judgment signed at 9.30 am on 19 March 2021

Schedule 1

Number	Items	Days Band B
Commencement		
1.	Item 2: Defence to challenge (Empc 377/2015)	1.5
2.	Item 2: Defence to challenge (Empc 277/2016)	1.5
Case management		
3.	Item 11: Preparation for first directions conference (held 11 February 2016)	0.4
4.	Item 12: Filing memorandum for directions conference (held 21 February 2018)	0.4
5.	Item 12: Filing memorandum for subsequent directions conference (held 16 April 2018)	0.4
6.	Item 13: Appearance at first directions conference (11 February 2016)	0.2
7.	Item 13: Appearance at subsequent directions conference (31 March 2017)	0.2
8.	Item 13: Appearance at subsequent conference (held 21 February 2018)	0.2
9.	Item 13: Appearance at subsequent directions conference (held 16 April 2018)	0.2
Disclosure, inspection and interrogatories		
10.	Item 22: Notice requiring disclosure (13 September 2017)	0.8
11.	Item 22: Further notice requiring plaintiff to give further disclosure (23 February 2018)	0.8
12.	Item 24: Notice of objection to disclosure (29 September 2017)	0.2
13.	Item 24: Notice of objection to further disclosure (no2) (26 March 2018)	0.2
14.	Item 24: Notice of objection to further disclosure (no3) (4 April 2018)	0.2
15.	Item 24: Notice of objection to further disclosure (no4) (5 April 2018)	0.2
16.	Item 25: Notice of challenge to objection to disclosure (29	0.2

	September 2017)	
17.	Item 25: Notice of challenge to objection to disclosure (23 February 2018)	0.2
18.	Item 27: Inspection of documents	1
Interlocutory application		
19.	Item 28: Filing interlocutory application (plaintiff file and service a more explicit statement of claim and strikeout of certain paragraph in statement of claim) dated 2018 February 16	0.6
20.	Item 28: Filing interlocutory application (filing second notice requiring plaintiff to give further particulars of statement of claim) dated 24 March 2017	0.6
21.	Item 28: Filing interlocutory application (stay of proceedings) dated 4 December 2018	0.6
22.	Item 28: Filing interlocutory application (revoking previous stay, enforcing compliance order, seeking further compliance orders) dated 8 July 2019	0.6
23.	Item 28: File interlocutory application (dismissing challenges and staying other proceedings) dated 7 October 2020	0.6
24.	Item 29: Filing opposition to interlocutory application (to consider PG out of time) dated 24 October 2017	0.6
25.	Item 29: Filing opposition to interlocutory application (for special leave to present evidence) dated 28 November 2018	0.6
26.	Item 29: Filing opposition to interlocutory application (stay, suspension or adjournment of proceedings in relation to compliance order) dated 28 November 2018	0.6
27.	Item 29: Filing opposition to interlocutory application (object to named witnesses and their evidence) dated 28 November 2018	0.6
28.	Item 30: Preparation of written submissions (to be determined on the papers May 2017)	1
29.	Item 30: Preparation of written submissions (hearing date 27 October 2017)	1
30.	Item 30: Preparation of written submissions (hearing date 14 April 2018)	1
31.	Item 30: Preparation of written submissions (for hearing on the papers (Interlocutory no 5))	1
32.	Item 30: Preparation of written submissions (for hearing 5 December 2018 by telephone)	1
33.	Item 30: Preparation of written submission (to be determined on the papers regarding October 2020 application)	1
34.	Item 30: Preparation of written submissions (application for compliance order, to be determined on the papers)	1
35.	Item 31: Preparation of bundle for hearing (hearing date 3 September 2018)	0.6
36.	Item 32: Appearance at hearing of defended application for sole or principal representative (hearing date 27 October 2017)	0.5
37.	Item 32: Appearance at hearing of defended application for sole or principal representative	0.5

	(hearing date 14 April 2018)	
38.	Item 32: Appearance at hearing of defended application for sole or principal representative (hearing by phone 5 December 2018)	1
39.	Item 33: Second and subsequent representative if allowed by Court (hearing date 27 October 2017)	0.25
40.	Item 33: Second and subsequent representative if allowed by Court (hearing date 14 April 2018)	0.25
41.	Item 33: Second and subsequent representative if allowed by Court (hearing date 5 December 2018 by telephone)	0.5
42.	Item 34: Obtaining judgment without appearance (Judgement dated 6 December 2017)	0.3
43.	Item 34: Obtaining judgment without appearance (Interlocutory judgment no 5 – 3 December 2018)	0.3
44.	Item 35: Certificate of judgment (13 Sept 2018)	0.2
45.	Item 35: Certificate of judgment (2 July 2019)	0.2
46.	Total: 25.8 days at \$2,390 = \$61,662	