

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 1/03/2021 4:30:57 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)  
File Number: NSD1220/2020  
File Title: AUSTRALIAN SECURITIES & INVESTMENTS COMMISSION v  
MELISSA LOUISE CADDICK & ANOR  
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF  
AUSTRALIA



*Sia Lagos*

Dated: 2/03/2021 1:56:12 PM AEDT

Registrar

### Important Information

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

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Form 59  
Rule 29.02(1)

### Affidavit

No. NSD 1220/2020

**Federal Court of Australia**  
**District Registry: NSW**  
**Division: Commercial and Corporations**

#### AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Plaintiff

#### MELISSA LOUISE CADDICK and MALIVER PTY LTD (ACN 164 334 918)

Defendants

Affidavit of: **Michael Kevin Hayter**  
Address: Level 40, ANZ Tower, 161 Castlereagh Street, Sydney NSW 2000  
Occupation: Solicitor  
Date: 1 March 2021

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{MKH/S2120843:1} BRUCE GLEESON & DANIEL SOIRE, Provisional Liquidators and Receivers to the Defendants  
 Filed on behalf of (name & role of party) \_\_\_\_\_  
 Prepared by (name of person/lawyer) Michael Kevin Hayter  
 Law firm (if applicable) Gillis Delaney Lawyers – Ref: 201237  
 Tel 02 9394 1133 Fax 02 9394 1100  
 Email mkh@qdlaw.com.au  
 Address for service Level 40, ANZ Tower, 161 Castlereagh Street, Sydney, NSW 2000  
 (include state and postcode) \_\_\_\_\_

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I, **Michael Kevin Hayter** of Level 40, ANZ Tower, 161 Castlereagh Street, Sydney NSW 2000, Solicitor, may oath and say:

1. I am a partner of Gillis Delaney Lawyers and have the conduct of acting on behalf of Mr Bruce Gleeson and Mr Daniel Soire (**the Receivers**):
  - a. In these proceedings;
  - b. Pursuant to their appointments as Provisional Liquidators in Maliver Pty Ltd in accordance with Orders made by this Honourable Court on 15<sup>th</sup> December 2020;
  - c. Pursuant to their appointments as Receivers to the property of Melissa Louise Caddick in accordance with Orders made by this Honourable Court on 15<sup>th</sup> December 2020 (**“the Receivership Administration”**).
2. I swear this affidavit in support of the application for remuneration of the Receivers.
3. I have carried out the majority of the work which is the subject of the claim for legal costs in this application. I was admitted as a solicitor in the Supreme Court of New South Wales on 20 December 1985. I have practiced principally in the areas of commercial litigation and insolvency since that time and acted in thousands of insolvency administrations such as liquidations, bankruptcies and receiverships. Approximately 20 years ago I was the first solicitor appointed to the Board of Directors of the Insolvency Practitioners of Australia (the predecessor of ARITA).
4. I confirm that since 15<sup>th</sup> December 2020 myself and my firm Gillis Delaney Lawyers have been engaged by the Receivers to act for them in giving them advice in relation to the two administrations being their appointment as Provisional Liquidators of Maliver Pty Ltd and their appointment as Receivers to the property of Melissa Louise Caddick (**“the Administrations”**). I have undertaken most of the legal work on behalf of Gillis Delaney. A copy of our costs agreement with the Receivers is annexed hereto and marked as **“MKH - 1”**.




5. I confirm that upon receiving instructions to act on behalf of Mr Gleeson and Mr Soire in respect of the Administrations I have opened three files being generically described as:
- a. Maliver Pty Ltd (Provisional Liquidators Appointed);
  - b. Melissa Louise Caddick (Receivers Appointed); and
  - c. Combined files of Maliver Pty Ltd (Provisional Liquidators Appointed) and Melissa Louise Caddick (Receivers Appointed).
6. Consequently to being instructed in the above matters I have recorded my time spent in acting on behalf of Mr Gleeson and Mr Soire in respect of the above matters by allocating my time to the best of my ability amongst the three files referred to above. In most instances the work carried out by myself and my firm involved providing advice and the investigation of factual matters dealing with both the Receivership and Provisional Liquidation administrations. For the purpose of the Receivers' application for remuneration, costs and expenses, I have apportioned the time spent on the combined file of Maliver Pty Ltd (Provisional Liquidators Appointed) and Melissa Louise Caddick (Receivers Appointed) equally as to 50% to the provisional liquidation and 50% to the receivership administration, which I believe is indicative of the appropriate proportion to be allocated to those administrations.
7. I note that Gillis Delaney's legal costs and disbursements inclusive of GST to date are calculated as follows:

<b>File</b>	<b>Exclusive of GST</b>
Receivership Administration	\$15,761.16
Provisional Liquidation total fees \$44,212.50 plus GST	\$22,106.25
Less 50% allocated to Provisional Liquidation file	
<b>Total</b>	<b>\$37,867.41</b>

8. I believe that the accounts which are annexed hereto and marked with the letter "MKH - 2" are accurate reflections of the time spent by myself and my firm in acting

in the Receivership Administration and have been charged in accordance with my firm's normal charge out rates. There has been no allowance made for the urgency in acting in certain parts of the Administrations or the fact that a substantial part of the work was carried out over the Christmas period. All charges made are charges made on a time unit costing basis in accordance with Gillis Delaney's normal charge out rates.

- 9. Annexed hereto and marked with the letter "MKH - 3" is a schedule that I prepared for the Receivers outlining some of the work on a more general basis carried out by myself and Gillis Delaney Lawyers on behalf of the Receivers in relation to the Receivership Administration.

Sworn by the deponent )  
 At Sydney )  
 In New South Wales )  
 on 1 March 2021 )  
 Before me: )


  
 \_\_\_\_\_  
 Signature of deponent

  
 \_\_\_\_\_  
 Signature of witness

And as a witness, I certify the following matters concerning the person who made this Affidavit (the "deponent"):

- 1. I saw the face of the deponent.
- 2. I have known the deponent for more than 12 months.

\_\_\_\_\_  
 Identification document relied on (may be original or certified copy)

  
 \_\_\_\_\_

No. NSD 1220 of 2020

Federal Court of Australia  
District Registry: New South Wales  
Division: Commercial and Corporations

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**

Plaintiff

**MELISSA LOUISE CADDICK and ANOR**

Defendants

This is the annexure marked "**MKH-1**" referred to in the affidavit of Michael Kevin Hayter sworn on 1 March 2021

Before me:



\_\_\_\_\_  
~~Solicitor/Justice of the Peace~~ Suzi Stojanovski



Level 40  
ANZ Tower  
161 Castlereagh Street  
SYDNEY NSW 2000  
AUSTRALIA  
DX 179 SYDNEY

Telephone: (02) 9394 1144  
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[www.gdlaw.com.au](http://www.gdlaw.com.au)

Our Ref: MKH/201237/201238/201239

21 December 2020

The Receiver of Melissa Caddick (Receivers Appointed)  
and  
The Provisional Liquidator of Maliver Pty Ltd  
(Provisional Liquidators Appointed)

c/- Jones Partners  
Level 13, 189 Kent Street  
SYDNEY NSW 2000

By Email: [bgleeson@jonespartners.net.au](mailto:bgleeson@jonespartners.net.au)  
[dsoire@jonespartners.net.au](mailto:dsoire@jonespartners.net.au)  
[mvu@jonespartners.net.au](mailto:mvu@jonespartners.net.au)

Dear Sirs

**RE: YOUR ENGAGEMENT OF THIS FIRM (the "New Matter")**  
**Melissa Caddick (Receivers Appointed) and Maliver Pty Ltd (Provisional Liquidators Appointed) ("the Company")**

Thank you for your instructions to act in the New Matter.

Enclosed are:

1. *GD Master Retainer Terms*. This document sets out the terms and conditions which apply generally to our lawyer and client relationship with you. The *GD Master Retainer Terms* will apply to the New Matter and each future matter in which you (whether alone or jointly with any other person or company) instruct us to act. Reference in the *GD Master Retainer Terms* to "New Matter" includes reference to all future matters.
2. The *GD Retainer Schedule* for the New Matter. This schedule provides a brief description of the scope of work for the New Matter and our estimate of fees, charges and disbursements for that scope of work, and also sets out our hourly professional rates and details of other charges and disbursements. The *GD Retainer Schedule* is an estimate only and is neither a quotation, nor an invoice. A *GD Retainer Schedule* will be issued to you in respect of each future matter.

The *GD Master Retainer Terms* and *GD Retainer Schedule* must be read together.

Please confirm the terms of your engagement of this firm in respect of the New Matter upon the terms of the *GD Master Retainer Terms* and *GD Retainer Schedule* by signing the enclosed copy of the *GD Master Retainer Terms* and the *GD Retainer Schedule* (in respect of the New Matter) and returning those signed documents to us.



21 December 2020

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You have instructed us that you have obtained an indemnity in relation to expenses and remuneration of the Administration of the Company. We are prepared to perform the work on a deferred fee basis so that we render an invoice for our fees at a point in time when you will call upon the indemnity for payment of Administrator's expenses and remuneration. Our disbursements are payable at cost when we incur them and will invoice those from time to time.

Should you wish to make payment by electronic transfer our relevant account details are as follows:

1. Office Account (for payment of our Tax Invoices)

Account name: **Gillis Delaney Lawyers**  
Name of Bank: **ANZ, 388 George Street, Sydney**  
BSB No.: **012-006**  
A/c No.: **8375 83252**  
(If paying by cheque, please make cheques payable to "Gillis Delaney Lawyers")

2. Trust Account (for payments into our trust account on account of fees, charges and disbursements)

Account name: **Gillis Delaney Lawyers Trust Account**  
Name of Bank: **ANZ, 388 George Street, Sydney**  
BSB No.: **012-006**  
A/c No.: **8375 83244**  
(If paying by cheque, please make cheques payable to "Gillis Delaney Lawyers Trust Account")

Please direct any questions you may have to Michael Hayter, the partner responsible for the New Matter, and your relationship with the firm generally.

Yours faithfully  
**GILLIS DELANEY LAWYERS**



**Michael Hayter**  
Senior Partner  
Email: [mkh@gdlaw.com.au](mailto:mkh@gdlaw.com.au)  
Direct Line: +61 2 9394 1133



**GD MASTER RETAINER TERMS**

The following terms apply to each matter ("New Matter") in respect of which Gillis Delaney Lawyers ABN 98 691 183 536 ("GD") is engaged by The Receiver of Melissa Caddick (Receivers Appointed) and The Provisional Liquidator of Maliver Pty Ltd (Provisional Liquidators Appointed) (the "Client").

**1. GD Retainer Schedule**

- (1) A *GD Retainer Schedule* will be issued to the Client in respect of each New Matter as soon as possible, and where practicable, before the work is undertaken or costs are incurred. Each *GD Retainer Schedule* will set out an estimate of GD's fees, charges and disbursements and a brief description of the scope of work for the New Matter.
- (2) The *GD Retainer Schedule* will identify the partner who will supervise the New Matter. Where practicable GD will discuss any changes in the supervision of the New Matter prior to the change. In all cases GD will advise the Client promptly of any such change.
- (3) Estimates of fees, charges and disbursements are indicative only. Estimates will be revised when the scope of the work becomes apparent. Any estimate is subject to change, and is not a quotation or a fixed cost. The estimate is based on the facts and circumstances provided to GD by the Client which may not have been verified by GD. Where appropriate, estimates of fees, charges and disbursements may apply to work carried out during a particular period and new estimates may be issued for following periods.
- (4) Estimates of fees, charges and disbursements may be revised to account for changes in the scope of work or to account for unexpected developments affecting the conduct of a New Matter. Wherever practicable such revisions will be provided in advance of the extra work being carried out and will include enough information about the effect of the changes in our scope of work on the legal fees you will be required to pay to GD to allow you to make an informed decision about the future conduct of the matter.
- (5) The Client has the right to negotiate a costs agreement, to ask for an explanation of the GD Master Retainer Terms and Retainer Schedule and costs disclosure and to negotiate the billing method (ie: by reference to the timing or task and the right to an itemised bill after receiving a bill which isn't itemised). Generally we will provide an itemised bill as a matter of course. You may seek the assistance of the designated legal regulatory authority (the NSW Legal Services Commission) in the event of a dispute with us about costs. You may request a written progress report from GD about costs incurred and GD will not charge fees for giving such a report to you.
- (6) Our fees are calculated on the basis of hourly rates, which are set out in the GD Retainer Schedule, unless a different billing method is specified. In the absence of express provision, an estimate in a litigious New Matter does not include the cost of the recovery of any judgment or award or the cost of any appeal or rehearing.
- (7) In the absence of special arrangements set out in writing and signed by GD, GD fees, charges and disbursements in respect of each New Matter will be calculated at the rates set out in the *GD Retainer Schedule* applicable at the relevant time when work is carried out in a New Matter. If relevant work done takes less than an hour, an appropriate proportion of an hour will be charged.
- (8) Our time is charged in minimum units of 6 minutes or part thereof (eg. if a phone call takes 4 minutes, you will be charged 6 minutes).
- (9) The legal fees, charges and disbursements set out in the *GD Retainer Schedule* exceed any applicable Court scale for legal costs (in litigious matters).
- (10) In litigation, an order for legal fees, charges and disbursements against another party is unlikely to provide that the Client recovers from that party all of the legal fees, charges and disbursements charged by GD in a New

Matter. Where the New Matter is a litigious matter the *GD Retainer Schedule* sets out an estimate of the costs that may be recovered from the other party if the Client is successful in the litigation.

- (11) It is possible that the Court may make an order that the Client pay the other party's costs (if, for example, the Client loses the case or applications made during the conduct of a Court case). These costs are payable by the Client to the other party in addition to the costs payable to GD under this agreement. Where the New Matter is a litigious matter the *GD Retainer Schedule* sets out an estimate of the costs that may be payable to the other party if the Client is unsuccessful in the litigation. The ultimate costs payable will depend on the services provided to the other party. The costs payable may vary substantially to the estimate in the *GD Retainer Schedule* depending on the nature of the work performed for the other party and the conduct of the litigation.
- (12) Where the New Matter is a litigious matter GD will provide to the Client before settlement an estimate of the costs payable by the Client to GD and a reasonable estimate of the costs the Client would obtain from the other party if the settlement is favourable to the Client.
- (13) GD reserves the right to increase its professional fees, charges and disbursements for work carried out on a New Matter. Such reviews will take place on 31 January annually, and the new rates will become effective from 1 March after the review. GD will advise the Client in writing before any such increases come into effect.

## 2. Out-of-pocket Expenses and Disbursements

- (1) In the absence of special arrangements set out in writing and signed by GD, GD out of pocket expenses, charges and disbursements in respect of each New Matter will be calculated as set out in the *GD Retainer Schedule* applicable at the relevant time when work is carried out. Other out-of-pocket expenses are reimbursable at cost without any administrative margin or overhead.
- (2) GD may, where practicable or considered necessary, engage external service providers required (for example, barristers, interstate agents, experts and witnesses) to assist with the conduct of each New Matter on behalf of the Client on terms that all accounts by the external service provider(s) must be rendered

direct to the Client. The Client must contract directly with external service providers, if so required by GD.

- (3) The Client must pay or reimburse GD:
- (a) all out-of-pocket expenses or disbursements incurred by GD with the prior approval of the Client;
  - (b) where withholding tax is withheld from any payment of a GD invoice, the amount necessary to adjust the total due in respect of the invoice such that the amount received by GD after deduction of any withholding tax is the amount equivalent to what GD would have received in the absence of any such withholding tax;
  - (c) other out-of-pocket expenses or disbursements incurred by GD where:
    - (i) the amount of the expense or disbursement was not significant having regard to the nature of the New Matter; or
    - (ii) it was not reasonably practicable to seek prior authority and it was necessary or desirable, in the reasonable opinion of GD, to incur the expense or disbursement for the proper conduct of the New Matter.
- (4) It may be necessary for GD to engage, on behalf of the Client, the services of another law practice to provide specialist advice or services, including advocacy services or to act as GD's agent. GD will consult the Client as to the terms of that law practice's engagement, but the Client must contract directly with law practice, if so required by GD and the Client must enter into a costs agreement directly with that law practice. The law practice engaged by GD will disclose costs in a similar manner to GD and those costs will be disclosed to the Client.

## 3. Retainers, Payments in Advance and on Account of Fees, Charges and Disbursements

- (1) The Client must pay the amount, if any, set out in the *GD Retainer Schedule* in respect of each New Matter as a retainer or payment on account for fees, charges and disbursements in respect of each New Matter. GD may at any time during the conduct of a New Matter require payment, or a further payment, of a retainer or payment on account for fees, charges and disbursements.

- (2) Any money paid by the Client on account of fees, charges or disbursements in respect of a New Matter may be retained by GD for the duration of the New Matter or, at the discretion GD, be applied in whole or in part, at any time and from time to time, in payment of any outstanding bill for costs, charges and disbursements in the New Matter or any other matter in which the client has engaged GD.
- (3) Where GD holds money in trust on account of fees, charges and disbursements the monies may be applied in whole or in part, in payment of any outstanding bill for costs, charges and disbursements in the New Matter or any other matter in which the Client has engaged GD where the Client has not objected to the bill within 7 days after being given the bill. If the Client objects to the bill within 7 days after being given the bill but has not applied for a review of the legal costs under the Legal Profession Uniform Law (NSW) (LPUL (NSW)) within 60 days after being given the bill GD may apply the trust moneys in payment of the bill.
- (4) Where GD holds or controls money on behalf of the Client in accordance with the *Legal Profession Uniform Law (NSW) LPUL (NSW)* and *Legal Profession Uniform General Rules* the Client is entitled to receive periodic statements of account. On completion of a New Matter, GD will supply a full account in accordance with the regulatory requirement in respect of each New Matter.
- (5) Any money held by GD in GD's trust account does not attract interest.

#### 4. GD Billing Procedures and Interest on Overdue Accounts

- (1) In the absence of special arrangements set out in writing and signed by GD, GD will normally render a bill for costs, charges and disbursements at monthly intervals for each New Matter and at the completion of each New Matter.
- (2) GD bills for costs, charges and disbursements must be paid within 7 days of invoice.
- (3) GD may apply any money held by GD on behalf of the Client on trust or otherwise in accordance with an authority or direction of the Client in payment of any outstanding bill for costs, charges and disbursements due by the Client to GD.
- (4) Interest must be paid by the Client, on any amount overdue for more than 30 days from

the date GD's invoice is given to the Client. Interest is payable as may be regulated from time to time under the Legal Profession Uniform Law Application No 17 of 2014 Act (NSW) (LPUL Application Act) and is payable at the rate fixed from time to time under Schedule 5 of the Uniform Civil Procedure Rules 2005. Interest will not be charged on disbursements and expenses that have not actually been paid by GD. However, third parties (eg. barristers) may charge GD interest on their unpaid fees and expenses which GD will on charge to the Client.

#### 5. GD Lien, Termination of Services and Other Rights

- (1) Whilst any amount of money remains unpaid by the Client to GD in relation to any New Matter or any payment on account of fees, charges or disbursements requested by GD is unpaid, GD may cease to act for the Client in relation to the New Matter and any or all other matters in respect of which GD has been engaged by the Client:
  - (a) upon the expiration of 14 days, or such other shorter period as may in all the circumstances be reasonable notice by GD to the Client;
  - (b) where the Client is party to any proceedings, in accordance with applicable court rules regulating the withdrawal of a solicitor from proceedings and;
  - (c) where the Client is standing trial for a criminal offence, in accordance with rule 5.2 of the Revised Professional Conduct and Practice Rules.
- (2) GD strongly believes that the proper discharge of legal work requires continuing mutual cooperation and confidence between GD and the Client. Accordingly:
  - (a) the Client may terminate the engagement of GD to provide the services of GD in relation to the New Matter and any or all other matters by notice in writing at any time to GD; and
  - (b) GD may elect to discontinue work and cease to act for the Client in relation to the New Matter and any or all other matters in respect of which GD has been engaged by the Client if:
    - (i) the Client fails to promptly provide GD with adequate instructions;

- (ii) in the reasonable opinion of GD, the relationship between the Client and GD has broken down;
  - (iii) GD is legally or otherwise obliged to discontinue work; or
  - (iv) you fail to accept an offer of settlement which GD thinks is reasonable;
- (d) GD determines that there are not reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that any claim or the defence of any claim (as appropriate) has reasonable prospects of success.
- (3) If GD elects to discontinue work pursuant to clause 5(2):
- (a) GD will give the Client reasonable notice of the intention of GD to terminate services, and of the grounds on which any such notice is based; and
  - (b) The Client must pay GD for all legal work done and disbursements incurred in accordance with the *GD Retainer Schedule*, down to and including the date of termination or cessation of work.
- (4) GD is entitled to retain possession of all papers and documents of the Client held by GD on any account from time to time, while there is money owing to GD for fees, charges or disbursements on any account, unless security adequate to GD is provided to GD.
- (5) On completion of any New Matter, GD may retain, but is not obliged to retain, any documents, papers, discs, data (in whatever form and however stored) and information held by GD on behalf of the Client in relation to the New Matter ("Client Records"). The Client authorises GD to destroy all or any of the Client Records, at any time after completion of the relevant New Matter. The New Matter will be complete on the date that GD gives a final invoice to the Client in the relevant New Matter. The Client acknowledges that the Client Records may not be held by GD for 6 years after the date that GD gives the final invoice to the Client in the relevant New Matter, because some or all of the Client Records may be destroyed by GD, at any time after completion of the relevant New Matter.
- (6) The Client is entitled to request at reasonable intervals written progress reports on the New Matter and GD charges will be calculated at the rates set out in the *GD Retainer Schedule*
- for this service. The Client is entitled to request a written report on the legal costs incurred since the last bill of costs was given to the Client and the report will be provided free of charge.
- 6. GST Gross Up**
- (1) In this clause:
- "GST" means the tax imposed or sought to be imposed by the GST Acts;
- "GST Acts" means A New Tax System (Goods & Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.
- (2) If GST is imposed on any supply made by GD pursuant to this agreement, and GD certifies that GD has not priced the supply to include GST on that supply, then the recipient of the supply (i.e. the Client) must pay to GD, in addition to any other consideration for that supply, an amount not greater than an amount equal to the GST payable by GD (as determined in good faith and not in contravention of the law, by GD), in connection with that supply.
- (3) For the avoidance of doubt, the Client acknowledges that the rates set out in the *GD Retainer Schedule* have not been priced by GD to include GST, except where the rate is expressly stated to be GST inclusive.
- 7. Avoiding Conflicts of Interest**
- (1) GD may act for other clients who or which may compete with or, more rarely, may even be involved in business with the Client. GD will continue to represent those clients or new clients in matters that are not substantially related to work that GD is engaged to perform for the Client. GD will not disclose or use any confidential information that the Client may disclose to GD in the course of the provision of legal services by GD to the Client, except where such disclosure is required in the course of GD acting for the Client.
- 8. Email Transmissions**
- (1) Email is not secure and may be read, copied or interfered with in transit or impaired. The Client authorises GD to send documents or advices by E-mail to the Client. The Client assumes the risks associated with e-mail transmission and release GD from any claim that the Client may have against GD arising out of transmission defects.

## 9. Privacy

- (1) GD and entities controlled by GD are subject to the National Privacy Principles in the *Privacy Act, 1988* (Cth). GD has a duty to maintain the confidentiality of the affairs, including personal information of the Client ("Confidential Information"). GD will maintain that duty of confidentiality except where disclosure of the Confidential Information of the Client is:
- with the consent of the Client ;
  - under compulsion of law; or
  - for the sole purpose of avoiding the probable commission or concealment of a felony.

GD may also be subject to an obligation not to disclose personal information about the Client, which GD holds, arising out of the fiduciary duty that GD owes to each respective client of GD, or pursuant to professional conduct rules which govern the legal profession and apply to GD.

- (2) The Client authorises GD to disclose Confidential Information about the Client where GD reasonably believes that disclosure is necessary for GD to perform the obligations of GD in respect of any New Matter, including without limitation, disclosure to barristers and experts engaged by GD on behalf of the Client, or both in any New Matter, or in accordance with any order, rule, practice or procedure of any court.

## 10. LPUL (NSW) and the LPUL Application Act

- (1) The provision of legal services without reasonable prospects of success is capable of being professional misconduct or unsatisfactory professional conduct. GD cannot file originating process or a defence on a claim for damages unless GD certifies that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the claim or the defence (as appropriate) has reasonable prospects of success. If it appears to a court in which proceedings are taken on a claim for damages that GD has provided legal services to a party without reasonable prospects of success, the court may of its own motion or on the application of any party to the proceedings make either or both of the following orders:
- an order directing GD to repay to the party to whom the services were provided the whole or any part of the

costs that the party has been ordered to pay to any other party,

- an order directing GD to indemnify any party other than the party to whom the services were provided against the whole or any part of the costs payable by the party indemnified.

GD is not entitled to demand, recover or accept from the Client any part of the amount for which GD is directed to indemnify a party pursuant to such an order.

- (2) The Client authorises GD, for the purpose of establishing that at the time legal services were provided there were provable facts that provided a basis for a reasonable belief that the claim or the defence on which they were provided had reasonable prospects of success, to produce information or a document to a Court despite any duty of confidentiality in respect of a communication between GD and the Client.

- (3) The LPUL (NSW) and the LPUL Application Act gives the Client the right to: seek the assistance of the NSW Legal Services Commission; apply to the Supreme Court to have a bill of costs assessed for its fairness and reasonableness by a Costs Assessor; or to have the dispute mediated; or a costs agreement set aside by the Costs Assessor on the basis that it is not fair, just or reasonable; Applications for assessment should be made before the expiry of 60 days after receipt of the bill of costs, or the request for payment of costs, or full payment is made to GD, whichever is the earliest.

## 11. Interpretation

- (1) The *GD Master Retainer Terms and GD Retainer Schedule* together comprise of a costs agreement for the purposes of the LPUL (NSW) and the LPUL Application Act. GD's tax invoices are bills of costs for the purposes of those Acts.
- (2) References in these *GD Master Retainer Terms* to each New Matter are references to each matter specified in a *GD Retainer Schedule*, or, to each matter in which the Client instructs GD to provide other legal services.
- (3) The law of NSW applies to legal costs regarding the New Matter. If the New Matter has a substantial connection with the law of another State or Territory the Client may wish to have the matter dealt with by the law of that State or Territory. In that event, GD will

disclose costs as they are applicable in the State or Territory. However, the Client may contract with GD that the costs assessment scheme in NSW is applicable in the event of a dispute arising as to costs.

## 12. Authority

- (1) The Client may seek independent legal advice before entering into this legal costs' agreement with GD. If the Client accepts this offer by GD to provide services the Client will be regarded as having entered into a costs agreement. This means that the Client will be bound by the terms and conditions set out in *The GD Master Retainer Terms*, and relevant *GD Retainer Schedule* for the matter.
- (2) The Client authorises and request GD to:
  - (a) receive all or any money which may become due to The Client; and
  - (b) pay from time to time any costs and disbursements due by the Client to GD from money held by GD on trust for the Client or otherwise held on behalf of or in accordance with directions or an authority of the Client, subject to the provisions of the LPUL (NSW) and Rules and Regulations made pursuant to that Act.

## 13. Retainer Joint and Several Liability

- (1) Where more than one party is defined as the Client in this GD Master Retainer Terms, all such parties shall be jointly and severally liable to carry out all the obligations of the Client as set out in this Agreement and particularly to pay the total of any outstanding amount owed to GD pursuant to the terms of this Agreement.

**Signed & Accepted by The Receiver of Melissa Caddick (Receivers Appointed) And The Provisional Liquidator of Maliver Pty Ltd (Provisional Liquidators Appointed):**



**Dated:** 21/12/2020

**END MASTER RETAINER TERMS**

**GD RETAINER SCHEDULE**

[Signed original to be returned to Gillis Delaney Lawyers ("GD") and a copy to be kept by The Receiver of Melissa Caddick (Receivers Appointed) And The Provisional Liquidator of Maliver Pty Ltd (Provisional Liquidators Appointed)]

**1. PARTICULARS**

CLIENT:	The Receiver of Melissa Caddick (Receivers Appointed) And The Provisional Liquidator of Maliver Pty Ltd (Provisional Liquidators Appointed)	
NEW MATTER DESCRIPTION:	Melissa Caddick (Receivers Appointed) and Maliver Pty Ltd (Provisional Liquidators Appointed)	
GD NEW MATTER NUMBER:	201237 (Caddick & Maliver Pty Ltd), 201238 (Caddick), 201239 (Maliver Pty Ltd)	
SUPERVISING PARTNER:	Michael Hayter (Hourly Rate: \$550.00 plus GST)	
	Telephone:	9394 1131
ESTIMATED PROFESSIONAL FEES:		\$50,000.00
ADD GST OF 10% ON PROFESSIONAL FEES:		\$5,000.00
ESTIMATED CHARGES AND DISBURSEMENTS:		\$
ADD GST OF 10% ON CHARGES AND DISBURSEMENTS:		\$
TOTAL ESTIMATED FEES, CHARGES AND DISBURSEMENTS (GST INCLUSIVE):		\$
PAYMENT ON ACCOUNT OF FEES, CHARGES AND DISBURSEMENTS [TO BE PAID TO GD TRUST ACCOUNT]		\$
TOTAL ESTIMATED LEGAL COSTS INCLUDING GST	for the scope of work below	\$55,000.00

**2. SCOPE OF WORK IN RESPECT OF ESTIMATED FEES:**

Advising you in respect of the receivership of Melissa Louise Caddick and provisional liquidation of Maliver Pty Ltd including construing Orders, identifying offences, identifying assets to secure, identifying causes of action and assisting with the preparation of your report to the Court and appearing in Court.

### 3. GD'S PROFESSIONAL RATES, CHARGES AND DISBURSEMENTS

ITEM	PARTNER	SPECIAL COUNSEL	ASSOCIATE SOLICITOR	SOLICITOR	PARA/LEGAL
Hourly rate	\$550.00 (plus GST)	\$475.00 (plus GST)	\$550.00 (plus GST)	\$425.00 (plus GST)	\$150.00 (plus GST)
Minimum time charges: 6 minutes (based on the fee earners hourly rate)					

### 4. CHARGES, EXPENSES AND OTHER DISBURSEMENTS (all plus GST of 10% except for Court filing fees)

Facsimile Transmissions - Sending (per page)	0.50	\$
Photocopying (per page) (or at cost for external photocopying)	0.50	
Filing of documents	30.00	
Service of documents	25.00	(or fees paid to agents)
Urgent delivery (City)	30.00	(or fees paid to agents)
Delivery (City)	20.00	
Searches and enquiries of statutory bodies		(as per invoiced costs)
Statutory Filing Fees		as per Court Scale
Statutory Court Hearing Fees		as per Court Scale

### 5. ESTIMATED FEES RECOVERABLE FROM OTHER PARTY IF SUCCESSFUL

- (1) An order for legal fees, charges and disbursements against another party is unlikely to provide that the Client recover from that party all of the legal fees, charges and disbursements charged by GD in a New Matter.
- (2) As a guide we estimate that the costs payable by the other party to the Client if the Client is successful in the New Matter will be in the range of 70% to 85% of the fees and disbursements charged by GD to the Client.
- (3) The Civil Procedure Act 2005 provides a mechanism for a party in litigation to make an offer to compromise a claim. If the Client makes an offer of compromise which is not accepted and obtains a result in the litigation more favourable to the Client than the offer of compromise, the other party may be compelled to pay the Client's costs on an indemnity basis from the date of the offer of compromise. This can result in an obligation to pay 100% of the Client's costs from the date of the offer of compromise.



## 6. ESTIMATED FEES PAYABLE TO OTHER PARTY IF UNSUCCESSFUL

- (1) It is difficult to estimate the costs that may be payable to the other party if the Client is unsuccessful in the litigation as the costs payable will be determined by reference to the amount of work undertaken, the disbursements incurred and the charges of the solicitors that carried out the work for the other party.
- (2) GD estimates that the fees and disbursements of the other party in the New Matter would be similar to the fees and disbursements charged by GD to the Client in the New Matter.
- (3) As a guide we estimate that the costs payable by the Client to the other party in the New Matter if the Client is unsuccessful in the New Matter will be in the range of 70% to 85% of the costs of the other party.
- (4) The Civil Procedure Act 2005 provides a mechanism for a party in litigation to make an offer to compromise a claim. If a party makes an offer of compromise which is not accepted and then obtains a result in the litigation more favourable to the party than the offer of compromise, the other party may be compelled to pay costs on an indemnity basis from the date of the offer of compromise. This can result in an obligation to pay 100% of the other parties costs from the date of the offer of compromise.

## 7. TERMS:

- (1) This GD Retainer Schedule must be read in conjunction with the *GD Master Retainer Terms*. The Client agrees to pay the legal fees, costs and disbursements of GD in accordance with the terms of the *GD Master Retainer Terms*, and the *GD Retainer Schedule*.
- (2) Our estimate of fees is based upon your instructions to us and the scope of work set out above. If this estimate varies to any significant extent during the course of the New Matter, we will provide you with a revised estimate.
- (3) The Client authorises and request GD to:
  - (a) act as solicitor for the Client in this New Matter;
  - (b) receive all or any money which may become due to the Client; and
  - (c) pay from time to time any costs and disbursements due by the Client to GD from money held by GD on trust for the Client or otherwise held on behalf of or in accordance with directions or an authority of the Client, subject to the provisions of the Legal Profession Uniform Law (NSW) and Legal Profession Uniform Law Application Act 2014 and Rules and Regulations made pursuant to those Acts.

## 8. ACKNOWLEDGEMENT

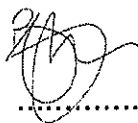
- (1) The Client acknowledges receipt of the *GD Master Retainer Terms and GD Retainer Schedule* each of which operate together to form our costs agreement with you.

**Date of Issue:**

**Review Date:**

The rates of fees, charges and disbursements above are subject to review on 1 July each year.

**Signed & Accepted by**  
**The Receiver of Melissa Caddick (Receivers Appointed) and**  
**The Provisional Liquidator of Maliver Pty Ltd (Provisional Liquidators Appointed):**



.....

**Dated:** 21/12/2020

Federal Court of Australia  
District Registry: New South Wales  
Division: Commercial and Corporations

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**

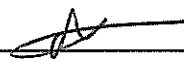
Plaintiff

**MELISSA LOUISE CADDICK and ANOR**

Defendants

This is the annexure marked "**MKH-2**" referred to in the affidavit of Michael Kevin Hayter sworn on 1 March 2021

Before me:

  
\_\_\_\_\_  
Solicitor/~~Justice of the Peace~~ - Suzi Stojanovski



25 February 2021

Mr Bruce Gleeson  
Jones Partners  
Level 13, 189 Kent Street  
SYDNEY NSW 2000

Level 40  
ANZ Tower  
161 Castlereagh Street  
SYDNEY NSW 2000  
AUSTRALIA  
DX 179 SYDNEY

Invoice No: 45518  
Matter No: 201238

Telephone: (02) 9394 1144  
Facsimile: (02) 9394 1100  
www.gdlaw.com.au

**TAX INVOICE**  
98 691 183 536

Re: **Melissa Caddick (Receivers Appointed)**

PROFESSIONAL FEES:	AMOUNT	GST	GROSS AMT
To our professional fees herein (as per attached Schedule)	\$15465.00	\$1546.50	<u>\$17011.50</u>

DISBURSEMENTS:	AMOUNT	GST	GROSS AMT
Lodgment Caveat ARDD758478 SIN#1616013 18/12/20	\$14.60	\$1.46	\$16.06
Caveat Lodgment ARDD759203 SIN#1619949 21/12/20	\$14.60	\$1.46	\$16.06
Caveat Lodgment ARDD758580 SIN#1616013 18/12/20	\$129.18	\$12.92	\$142.10
Caveat Lodgment ARDD759202 SIN#1619949 21/12/20	\$129.18	\$12.92	\$142.10
NSW Gvrnmt tariff ARDD758580 SIN#1616013 18/12/20	\$4.30	\$0.00	\$4.30
NSW Gvrnmnt tariff ARDD759202 SIN#1619949 21/12/20	\$4.30	\$0.00	\$4.30

**TOTAL INVOICE** \$17336.42

*Tax Invoice includes total GST of \$1575.26*

With Compliments  
Gillis Delaney Lawyers

**\*\* TERMS STRICTLY 30 DAYS NETT \*\***



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Liability Limited by a scheme  
approved under Professional  
Standards Legislation

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## SCHEDULE FOR TAX INVOICE NO. 45518

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
18/12/2020	SRS	Draft review and engross Caveat, review searches and orders (x2)	10	42.50	425.00	42.50	467.50
18/12/2020	MKH	Telephone call Richard Bartalesi, review Orders, arrange caveats, review property searches and transfers, letter to parents' lawyer	14	55.00	770.00	77.00	847.00
22/12/2020	MKH	Letter Richard Bartalesi, review parents claims and documents, x2 telephone Bartalesi, letter Bartalesi	11	55.00	605.00	60.50	665.50
22/12/2020	MKH	Telephone call Bruce Gleeson, review letter Hogan Lovells and reply	4	55.00	220.00	22.00	242.00
23/12/2020	SRS	Review letter from other side regarding resulting Trust, documents and assess claims	20	42.50	850.00	85.00	935.00
23/12/2020	SRS	Review Caveat registration notice	1	42.50	42.50	4.25	46.75
23/12/2020	SRS	Review and collate documents, orders and Affidavit	22	42.50	935.00	93.50	1028.50
23/12/2020	SRS	Attendance to enquiries regarding search of Colorado property, telephone and email	8	42.50	340.00	34.00	374.00
23/12/2020	SRS	Review Affidavits	9	42.50	382.50	38.25	420.75
23/12/2020	MKH	Email (various) re access	3	55.00	165.00	16.50	181.50
24/12/2020	SRS	Attendance to search agent details in USA, various emails and correspondence regarding searches of property in USA	4	42.50	170.00	17.00	187.00
24/12/2020	MKH	Email (various) re vehicles and undertakings, settle numerous letters	4	55.00	220.00	22.00	242.00
07/01/2021	MKH	Letter to Bartalesi and letter to Hogan Lovells	5	55.00	275.00	27.50	302.50
09/01/2021	MKH	Review x2 emails from Daniel Soire re property transactions	3	55.00	165.00	16.50	181.50
11/01/2021	SRS	Attendance to review emails from USA agent, review OTE report, Deed and email agent regarding search results and further details required	18	42.50	765.00	76.50	841.50
11/01/2021	SRS	Review emails	3	42.50	127.50	12.75	140.25
12/01/2021	SRS	Review reports and emails to and from US Agent, email you results	11	42.50	467.50	46.75	514.25
12/01/2021	SRS	Review emails and application for documents	7	42.50	297.50	29.75	327.25

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## SCHEDULE FOR TAX INVOICE NO. 45518

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
12/01/2021	MKH	non-party access to Affidavit					
12/01/2021	MKH	Attendance at Bartalesi office at Double Bay to inspect and copy extracts from conveyancing files, in excess of 1 hour	10	55.00	550.00	55.00	605.00
12/01/2021	MKH	Dictating file note	2	55.00	110.00	11.00	121.00
13/01/2021	MKH	Review Will and overseas property searches, review trust document	6	55.00	330.00	33.00	363.00
20/01/2021	RXH	Draft Caveats x2 and lodge for registration	12	25.00	300.00	30.00	330.00
20/01/2021	SRS	Attendance to review Affidavits, searches, regarding Aspen Property	9	42.50	382.50	38.25	420.75
20/01/2021	SRS	Peruse emails regarding trust ownership	2	42.50	85.00	8.50	93.50
25/01/2021	SRS	Review search results and correspondence regarding trust investigations	6	42.50	255.00	25.50	280.50
25/01/2021	SRS	Peruse emails from USA agent	2	42.50	85.00	8.50	93.50
27/01/2021	SRS	Drafting and engrossing memo regarding Bankruptcy provisions and beneficiary entitlements under Will in circumstances of 'missing persons', review articles and legislative provisions	30	42.50	1275.00	127.50	1402.50
27/01/2021	MKH	Review valuation issues re properties	2	55.00	110.00	11.00	121.00
28/01/2021	SRS	Attendance to review, engross and amend memo	2	42.50	85.00	8.50	93.50
03/02/2021	MKH	Review hundreds of pages of property transactions	11	55.00	605.00	60.50	665.50
09/02/2021	MKH	Review letters from lawyers re Edgecliff issues and reply	4	55.00	220.00	22.00	242.00
11/02/2021	MKH	Email Daniel (x2)	2	55.00	110.00	11.00	121.00
11/02/2021	MKH	Review emails (x2) counsel including a detailed advice	4	55.00	220.00	22.00	242.00
11/02/2021	MKH	Review letters from ASIC and Hogan Lovells, send letter to Associate	2	55.00	110.00	11.00	121.00
11/02/2021	MKH	Email you re Grimley investment statement, review 2 letters from Hogan Lovells	2	55.00	110.00	11.00	121.00
11/02/2021	MKH	Review ASIC v Marco for inclusion in report, in excess 1 hour	10	55.00	550.00	55.00	605.00
11/02/2021	MKH	Telephone call Martin	1	55.00	55.00	5.50	60.50

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## SCHEDULE FOR TAX INVOICE NO. 45518

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
12/02/2021	MKH	Email you (x3)	2	55.00	110.00	11.00	121.00
12/02/2021	MKH	Telephone call Daniel	1	55.00	55.00	5.50	60.50
12/02/2021	MKH	Review and settle Receiver report with changes (9am to 12.30am), four separate advices re issues	35	55.00	1925.00	192.50	2117.50
12/02/2021	MKH	Telephone call Bruce	2	55.00	110.00	11.00	121.00
12/02/2021	MKH	Further review receiver report	2	55.00	110.00	11.00	121.00
15/02/2021	MKH	Review valuation	1	55.00	55.00	5.50	60.50
15/02/2021	MKH	Letter William James after review of letter received and email you	3	55.00	165.00	16.50	181.50
22/02/2021	MKH	Review Christian Dior issue and correspondence, advice to you	3	55.00	165.00	16.50	181.50
<b>Total Fees</b>					\$15465.00	\$1546.50	<u>\$17011.50</u>

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**REMITTANCE ADVICE**

Please return this slip with your payment to:

Gillis Delaney Lawyers  
Level 40, 161 Castlereagh Street  
Sydney, NSW 2000  
DX 179 Sydney  
Tel: 02 9394 1144 Fax: 02 9394 1100

<b>Date:</b>	25/02/2021	<b>Client Name:</b>	Mr Bruce Gleeson Jones Partners
<b>Matter No:</b>	201238	<b>Invoice No:</b>	45518
<b>Balance:</b>	\$17336.42	<b>Total Remitted:</b>	\$ _____

**PLEASE TICK YOUR PAYMENT OPTION:**

- Cheque enclosed
- Direct Deposit (Please quote reference "201238")  
Account Name: Gillis Delaney Lawyers Office Account  
BSB: 012-006  
Account No: 8375 83252

WOULD YOU KINDLY DETACH THIS SLIP AND RETURN IT WITH YOUR REMITTANCE



**Your rights in relation to legal costs.**

The following avenues are available to you if you are not happy with this bill:

1. The file in this matter may be destroyed 7 years from the date of our final account unless you write to us requesting a longer retention period.
2. If our costs are unpaid 30 days after giving you this bill, we may charge interest at the rate of 2 percentage points above the RBA Cash Rate Target as at the date of this bill.
3. The partner who signed this bill, and any covering letter with the bill is the nominated principal responsible for this bill.
4. If you first instructed us in the matter the subject of this bill on or after 1 July 2015, the avenues open to you in the event of a dispute in relation to our legal costs are as follows:
  - a) First, discuss your concern with the nominated principal responsible for this bill.
  - b) If you are not a commercial or government client as defined under the Legal Profession Uniform Law (NSW), you may apply for a costs assessment. An application for costs assessment should be made within 12 months after you receive this bill. In some circumstances you may be granted an extension of time to apply for costs assessment.
  - c) If the total bill for legal costs in respect of the matter the subject of the dispute is less than \$100,000 (indexed), or the total bill for legal costs in respect of the matter is \$100,000 or more (indexed) but the amount in dispute is less than \$10,000 (indexed), you may make a complaint to the NSW Legal Services Commissioner (LSC) in relation to the costs dispute. The complaint should be made within 60 days of the date that the legal costs in dispute become payable, or if you requested an itemised bill following the initial provision of a lump sum bill, within 30 days after the itemised bill was provided. In some circumstances you may be granted an extension of time for making a complaint in relation to a costs dispute. If the LSC is unable to deal with the dispute, it will inform you of your right to apply for a costs assessment or to apply for the costs dispute to be determined.
  - d) You may make a complaint to the LSC in relation to a disciplinary matter. The complaint should be made within 3 years from the time that the conduct complained of occurred.



25 February 2021

Mr Bruce Gleeson  
 Jones Partners  
 Level 13, 189 Kent Street  
 SYDNEY NSW 2000

Level 40  
 ANZ Tower  
 161 Castlereagh Street  
 SYDNEY NSW 2000  
 AUSTRALIA  
 DX 179 SYDNEY

Invoice No: 45519  
 Matter No: 201237

Telephone: (02) 9394 1144  
 Facsimile: (02) 9394 1100  
 www.gdlaw.com.au

**TAX INVOICE**  
 98 691 183 536

Re: **Melissa Caddick (Receivers Appointed) & Maliver Pty Ltd (Liquidators Appointed)**

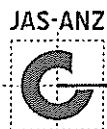
PROFESSIONAL FEES:	AMOUNT	GST	GROSS AMT
To our professional fees herein (as per attached Schedule)	\$44212.50	\$4421.25	\$48633.75
<b>50% apportionment to the Receivership Administration for work carried out on the Receivership Administration and Provisional Liquidation jointly</b>			\$24316.87
<b>TOTAL INVOICE</b>			<b>\$24316.87</b>

*Tax Invoice includes total GST of \$2210.62*

With Compliments  
 Gillis Delaney Lawyers

A handwritten signature in black ink, appearing to be 'N'.

**\*\* TERMS STRICTLY 30 DAYS NETT \*\***



(MK/LIS/121404-1)



Liability Limited by a scheme approved under Professional Standards Legislation

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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
16/12/2020	MKH	Review Orders and background, 4 emails to you, advice to you, review previous Orders	12	55.00	660.00	66.00	726.00
16/12/2020	MKH	Telephone call you	5	55.00	275.00	27.50	302.50
16/12/2020	MKH	Draft letters re Orders and press release	5	55.00	275.00	27.50	302.50
17/12/2020	MKH	Review further Orders and correspondence	3	55.00	165.00	16.50	181.50
17/12/2020	MKH	Preparation of costs agreement and advice	3	55.00	165.00	16.50	181.50
17/12/2020	MKH	Telephone call Martin Vu re letters	1	55.00	55.00	5.50	60.50
17/12/2020	MKH	Telephone call Bruce Gleeson	2	55.00	110.00	11.00	121.00
17/12/2020	MKH	Telephone call Martin Vu	1	55.00	55.00	5.50	60.50
18/12/2020	MKH	Telephone call x4 to you, discuss strategy, advice re Orders, consider payment obligations, review bill of costs and payment issues, settle letters to ASIC and Hogan Lovells	12	55.00	660.00	66.00	726.00
21/12/2020	MKH	Compiling letters and Orders, telephone you re accountant	6	55.00	330.00	33.00	363.00
21/12/2020	MKH	Review in detail Hogan Lovells' account and check Orders, prepare advice and letter to Hogan Lovells	10	55.00	550.00	55.00	605.00
21/12/2020	MKH	Telephone call x2 Scott Harris, telephone Daniel Soire, letter to ASIC	6	55.00	330.00	33.00	363.00
21/12/2020	MKH	Reply letter to ASIC, review Hogan Lovells' letter, attend conference at your office	20	55.00	1100.00	110.00	1210.00
22/12/2020	MKH	Letter to William James	1	55.00	55.00	5.50	60.50
22/12/2020	MKH	Telephone call you, review email	2	55.00	110.00	11.00	121.00
22/12/2020	MKH	Telephone call Martin Vu	1	55.00	55.00	5.50	60.50
22/12/2020	MKH	Letter William James	1	55.00	55.00	5.50	60.50
23/12/2020	MKH	Email x3 re payments	2	55.00	110.00	11.00	121.00
23/12/2020	MKH	Email to counsel	2	55.00	110.00	11.00	121.00
23/12/2020	MKH	Settle various letters, letter to Bartalesi	5	55.00	275.00	27.50	302.50
24/12/2020	MKH	Email x4	3	55.00	165.00	16.50	181.50
29/12/2020	MKH	Review in detail all ASIC affidavits, in excess of 3 hours	30	55.00	1650.00	165.00	1815.00
30/12/2020	MKH	Email x2	2	55.00	110.00	11.00	121.00
07/01/2021	MKH	Review Daniel email re property transactions	5	55.00	275.00	27.50	302.50
07/01/2021	MKH	Telephone call Daniel re properties and issues re access, cars, creditors etc	7	55.00	385.00	38.50	423.50

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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
07/01/2021	MKH	Telephone call Bruce Gleeson	3	55.00	165.00	16.50	181.50
07/01/2021	MKH	Review affidavits	8	55.00	440.00	44.00	484.00
07/01/2021	MKH	Preparation of observations to counsel, letters to Kolletti, William James and Hogan Lovells	18	55.00	990.00	99.00	1089.00
12/01/2021	MKH	Review various dictated letters and amend	3	55.00	165.00	16.50	181.50
12/01/2021	MKH	Email x4 to you	3	55.00	165.00	16.50	181.50
13/01/2021	SRS	Peruse letter and correspondence, Court file and review Affidavits filed	3	42.50	127.50	12.75	140.25
13/01/2021	MKH	Review insurance policies, telephone Bruce	4	55.00	220.00	22.00	242.00
13/01/2021	MKH	Telephone call Martin Vu re documents	1	55.00	55.00	5.50	60.50
13/01/2021	MKH	Review Amended Application, review communications and documents with Jennifer Williamson, telephone Williamson, research location of accountant Pearson, review Daniel email re Dover Heights and attachments, advice to Martin re documents sought and position of possible priority investors	18	55.00	990.00	99.00	1089.00
13/01/2021	MKH	Review bank statements	4	55.00	220.00	22.00	242.00
13/01/2021	MKH	Telephone call Bruce, settling letter and observations to counsel, consider issues relating to access to Court documents from other parties	15	55.00	825.00	82.50	907.50
13/01/2021	MKH	Telephone call (lengthy) with Bruce and Daniel	4	55.00	220.00	22.00	242.00
13/01/2021	MKH	Dictating letters William James, you, Hogan Lovells, Mr Kolletti	5	55.00	275.00	27.50	302.50
14/01/2021	MKH	Further letter Koletti, letter Williamson and others, review 530B Notices and 5 emails	9	55.00	495.00	49.50	544.50
15/01/2021	MKH	Review Pearson documents, telephone Bruce and Martin, advice to you, letters to other solicitors, review 5 emails, amend observations to counsel, settle letters	14	55.00	770.00	77.00	847.00
18/01/2021	MKH	Draft topics for interviews with husband and brother,	10	55.00	550.00	55.00	605.00

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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
		advice to you, in excess of 1 hour					
18/01/2021	MKH	Further drafting	3	55.00	165.00	16.50	181.50
18/01/2021	MKH	Review forged share statements	2	55.00	110.00	11.00	121.00
18/01/2021	MKH	Review 3 letters from other solicitors	2	55.00	110.00	11.00	121.00
18/01/2021	MKH	Telephone call Daniel Soire	3	55.00	165.00	16.50	181.50
18/01/2021	MKH	Review affidavits	9	55.00	495.00	49.50	544.50
18/01/2021	MKH	Review Trust Deed	2	55.00	110.00	11.00	121.00
19/01/2021	SRS	Attendance to prepare property ownership searches	3	42.50	127.50	12.75	140.25
19/01/2021	SRS	Peruse various emails regarding trust and assets	3	42.50	127.50	12.75	140.25
19/01/2021	MKH	Further advice re trust, consider Queensland property, finalise topics for tomorrow, search Aspen property, review counsel advice	9	55.00	495.00	49.50	544.50
20/01/2021	MKH	Review counsel's cost agreement	1	55.00	55.00	5.50	60.50
20/01/2021	MKH	Review 2 emails counsel and 3 emails you (Vanessa), review Aspen ownership documents in detail, prepare advice, review excessive fictitious interest payments and prepare advice, continue to collate documents and prepare for interview, in excess of 2 hours	20	55.00	1100.00	110.00	1210.00
20/01/2021	MKH	Consider Orders, advice to you re format of reports	2	55.00	110.00	11.00	121.00
20/01/2021	MKH	Attendance at interview with Adam Grimley	10	55.00	550.00	55.00	605.00
20/01/2021	MKH	Attendance at interview with Anthony Koletti	10	55.00	550.00	55.00	605.00
21/01/2021	SRS	Attendance to review Will, review search results and attending to further searches regarding trust and USA property ownership	14	42.50	595.00	59.50	654.50
21/01/2021	SRS	Attendance to review Bankruptcy provisions and rules pertaining to Power of Attorney	15	42.50	637.50	63.75	701.25
21/01/2021	MKH	Preparation for conference with counsel, attend conference with counsel	4	55.00	220.00	22.00	242.00

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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
22/01/2021	MKH	Email from you, letter to Scott Harris, review Pearson email	5	55.00	275.00	27.50	302.50
27/01/2021	SRS	Attendance to draft and engross memo regarding outcome of property search results in Aspen	10	42.50	425.00	42.50	467.50
27/01/2021	MKH	Review Williamson emails and reply	2	55.00	110.00	11.00	121.00
27/01/2021	MKH	Letter to you	1	55.00	55.00	5.50	60.50
27/01/2021	MKH	Reply advice to email re investors	2	55.00	110.00	11.00	121.00
28/01/2021	SRS	Letter to Hogan Lovells seeking urgent access to Affidavits	2	42.50	85.00	8.50	93.50
28/01/2021	MKH	Review Aspen property documents, search previous owners, 2 emails to you, settle agenda for ASIC meeting, review and advise re bank accounts, review 3 emails from you	13	55.00	715.00	71.50	786.50
28/01/2021	MKH	Telephone call you (x3) re conference	5	55.00	275.00	27.50	302.50
28/01/2021	MKH	Conference with ASIC	20	55.00	1100.00	110.00	1210.00
29/01/2021	MKH	Letter to ASIC and you, review letters investor creditors, review Hogan Lovells letter, letter to Hogan Lovells, review categories of documents, research ASIC relief	14	55.00	770.00	77.00	847.00
01/02/2021	MKH	Review 20 page letter and Position Paper from Bridges Lawyers, prepare draft reply	5	55.00	275.00	27.50	302.50
01/02/2021	MKH	Settle demands for books and records, telephone Martin Vu, second drafts of above	5	55.00	275.00	27.50	302.50
01/02/2021	MKH	Letter (x3) to Daniel	3	55.00	165.00	16.50	181.50
02/02/2021	MKH	Review emails, telephone Bruce	3	55.00	165.00	16.50	181.50
03/02/2021	MKH	Telephone call Bruce, settle letters re Aspen	3	55.00	165.00	16.50	181.50
03/02/2021	MKH	Telephone call Martin re report	1	55.00	55.00	5.50	60.50
03/02/2021	MKH	Letter to Williamson, Hogan Lovells, William James and Koletti, two drafts	14	55.00	770.00	77.00	847.00
03/02/2021	MKH	Letter to Williamson	1	55.00	55.00	5.50	60.50
03/02/2021	MKH	Telephone call you re auditor obligations	1	55.00	55.00	5.50	60.50
03/02/2021	MKH	Review legal issue, review hundreds of pages,	13	55.00	715.00	71.50	786.50

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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
03/02/2021	MKH	prepare brief and observations to counsel Telephone call Martin re creditor claims, letter to you reporting, telephone Bruce re Adam Grimley letter	9	55.00	495.00	49.50	544.50
08/02/2021	MKH	Attendance interview third party auditor re scope of obligations	4	55.00	220.00	22.00	242.00
08/02/2021	MKH	Review emails re Aspen	2	55.00	110.00	11.00	121.00
08/02/2021	MKH	Advice to you re mail	1	55.00	55.00	5.50	60.50
08/02/2021	MKH	Advice re distribution of bank accounts, emails	2	55.00	110.00	11.00	121.00
08/02/2021	MKH	Telephone call Jennifer Williamson	3	55.00	165.00	16.50	181.50
08/02/2021	MKH	Preparation file note	2	55.00	110.00	11.00	121.00
08/02/2021	MKH	Review in detail unit trust deed and prepare advice	9	55.00	495.00	49.50	544.50
08/02/2021	MKH	Review hundreds of pages re Williamson files re wills and investments	11	55.00	605.00	60.50	665.50
08/02/2021	MKH	Review standard superannuation documents and consider claims against auditors (hundreds of pages), prepare for conference with counsel, advise re Edgecliff, claims against auditors, in excess of 2 hours	20	55.00	1100.00	110.00	1210.00
08/02/2021	MKH	Telephone call (lengthy) with Bruce	2	55.00	110.00	11.00	121.00
09/02/2021	MKH	Review letters from Hogan Lovells and William James	2	55.00	110.00	11.00	121.00
09/02/2021	MKH	Attendance at conference with you and counsel	18	55.00	990.00	99.00	1089.00
09/02/2021	MKH	Letter to Hogan Lovells (2), ASIC, Court and you	5	55.00	275.00	27.50	302.50
09/02/2021	MKH	Amend letters	2	55.00	110.00	11.00	121.00
10/02/2021	MKH	Email you replying to your emails (x4)	5	55.00	275.00	27.50	302.50
12/02/2021	MKH	Review Holding Redlich letter	2	55.00	110.00	11.00	121.00
15/02/2021	MKH	Letter to Court, you, ASIC, advice to you re report and costs	6	55.00	330.00	33.00	363.00
15/02/2021	MKH	Telephone call Martin (x2), telephone Bruce, finalise reports, 6 emails, 3 telephone calls	12	55.00	660.00	66.00	726.00
16/02/2021	SRS	Attendance to collate reports, Receivers and provisional liquidators, paginate, letter to	19	42.50	807.50	80.75	888.25

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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
16/02/2021	SRS	Associate enclosing reports					
16/02/2021	SRS	Attendance to collate reports and provide to ASIC	8	42.50	340.00	34.00	374.00
16/02/2021	SRS	Letter to Counsel	2	42.50	85.00	8.50	93.50
16/02/2021	SRS	Attendance to collate and save in drop box, email ASIC access to documents	14	42.50	595.00	59.50	654.50
16/02/2021	MKH	Email counsel	1	55.00	55.00	5.50	60.50
16/02/2021	MKH	Letter to ASIC and Court arranging reports	3	55.00	165.00	16.50	181.50
16/02/2021	MKH	Review and advise in relation to letter from Bridges	2	55.00	110.00	11.00	121.00
16/02/2021	MKH	Telephone call you	1	55.00	55.00	5.50	60.50
16/02/2021	MKH	Telephone call you (x3)	3	55.00	165.00	16.50	181.50
16/02/2021	MKH	Telephone call ASIC, telephone Harris, 2 emails	5	55.00	275.00	27.50	302.50
18/02/2021	MKH	Telephone call Calabria, review your file note and 2 emails	5	55.00	275.00	27.50	302.50
18/02/2021	MKH	Conference you and ASIC	10	55.00	550.00	55.00	605.00
18/02/2021	MKH	Telephone call you	1	55.00	55.00	5.50	60.50
19/02/2021	SRS	Attendance to collate case law material	10	42.50	425.00	42.50	467.50
19/02/2021	MKH	Email from you	1	55.00	55.00	5.50	60.50
19/02/2021	MKH	Telephone call Martin, letter ASIC, letter to counsel, 4 emails to you, review proposed ASIC Orders in 3 emails, reply, telephone ASIC, telephone you	15	55.00	825.00	82.50	907.50
22/02/2021	SRS	Attendance to Directions Hearing, MKH before Federal Court, discuss with MKH	16	42.50	680.00	68.00	748.00
22/02/2021	SRS	Attendance to review file, peruse regarding Receivers remuneration application	12	42.50	510.00	51.00	561.00
22/02/2021	SRS	Review Receivers report	8	42.50	340.00	34.00	374.00
22/02/2021	SRS	Attendance correspondence to and from ASIC regarding reports	3	42.50	127.50	12.75	140.25
22/02/2021	MKH	Email counsel (x3)	3	55.00	165.00	16.50	181.50
22/02/2021	MKH	Preparation draft media release	3	55.00	165.00	16.50	181.50
22/02/2021	MKH	Review ASIC affidavit of Isabelle	2	55.00	110.00	11.00	121.00
22/02/2021	MKH	Preparation for directors hearing, review 4 ASIC emails and orders, attend directions hearing, advice	15	55.00	825.00	82.50	907.50



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## SCHEDULE FOR TAX INVOICE NO. 45519

<i>Date</i>	<i>Person</i>	<i>Details</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>	<i>GST Amt</i>	<i>Total</i>
23/02/2021	SRS	to you and counsel reporting					
23/02/2021	SRS	Attendance	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	correspondence from Counsel					
23/02/2021	SRS	Attendance	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	correspondence to and from ASIC, case law					
23/02/2021	SRS	Drafting and engrossing Form 16 Notice	10	42.50	425.00	42.50	467.50
23/02/2021	SRS	Drafting and engrossing Interlocutory Application	10	42.50	425.00	42.50	467.50
23/02/2021	SRS	Attendance	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	correspondence with ASIC regarding reports					
23/02/2021	SRS	Telephone call email to and from Jones Partners	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	Attendance to review, amend and settle IP and Affidavit evidence, Form 16	16	42.50	680.00	68.00	748.00
23/02/2021	SRS	Drafting and engrossing letter to ASIC	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	Review un redacted reports of Receiver	4	42.50	170.00	17.00	187.00
23/02/2021	SRS	Review un redacted report of provisional liquidation	4	42.50	170.00	17.00	187.00
23/02/2021	SRS	Letter to ASIC, review correspondence from ASIC	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	Letter to Federal Court	1	42.50	42.50	4.25	46.75
23/02/2021	SRS	Attendance to instruct agent regarding reports	2	42.50	85.00	8.50	93.50
23/02/2021	SRS	Telephone call with Jones Partners regarding report and Affidavits	2	42.50	85.00	8.50	93.50
24/02/2021	MKH	Email (in excess of 8) with ASIC and you re reports	6	55.00	330.00	33.00	363.00
<b>Total Fees</b>					\$44212.50	\$4421.25	\$48633.75

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**REMITTANCE ADVICE**

Please return this slip with your payment to:

Gillis Delaney Lawyers  
Level 40, 161 Castlereagh Street  
Sydney, NSW 2000  
DX 179 Sydney  
Tel: 02 9394 1144 Fax: 02 9394 1100

Date: 25/02/2021

Client Name: Mr Bruce Gleeson

Matter No: 201237

Invoice No: Jones Partners 45519

Balance: \$24316.87

Total Remitted: \$ \_\_\_\_\_

**PLEASE TICK YOUR PAYMENT OPTION:**

- Cheque enclosed
- Direct Deposit (Please quote reference "201237")  
Account Name: Gillis Delaney Lawyers Office Account  
BSB: 012-006  
Account No: 8375 83252

WOULD YOU KINDLY DETACH THIS SLIP AND RETURN IT WITH YOUR REMITTANCE

**Your rights in relation to legal costs.**

The following avenues are available to you if you are not happy with this bill:

1. The file in this matter may be destroyed 7 years from the date of our final account unless you write to us requesting a longer retention period.
2. If our costs are unpaid 30 days after giving you this bill, we may charge interest at the rate of 2 percentage points above the RBA Cash Rate Target as at the date of this bill.
3. The partner who signed this bill, and any covering letter with the bill is the nominated principal responsible for this bill.
4. If you first instructed us in the matter the subject of this bill on or after 1 July 2015, the avenues open to you in the event of a dispute in relation to our legal costs are as follows:
  - a) First, discuss your concern with the nominated principal responsible for this bill.
  - b) If you are not a commercial or government client as defined under the Legal Profession Uniform Law (NSW), you may apply for a costs assessment. An application for costs assessment should be made within 12 months after you receive this bill. In some circumstances you may be granted an extension of time to apply for costs assessment.
  - c) If the total bill for legal costs in respect of the matter the subject of the dispute is less than \$100,000 (indexed), or the total bill for legal costs in respect of the matter is \$100,000 or more (indexed) but the amount in dispute is less than \$10,000 (indexed), you may make a complaint to the NSW Legal Services Commissioner (LSC) in relation to the costs dispute. The complaint should be made within 60 days of the date that the legal costs in dispute become payable, or if you requested an itemised bill following the initial provision of a lump sum bill, within 30 days after the itemised bill was provided. In some circumstances you may be granted an extension of time for making a complaint in relation to a costs dispute. If the LSC is unable to deal with the dispute, it will inform you of your right to apply for a costs assessment or to apply for the costs dispute to be determined.
  - d) You may make a complaint to the LSC in relation to a disciplinary matter. The complaint should be made within 3 years from the time that the conduct complained of occurred.

No. NSD 1220 of 2020

Federal Court of Australia  
District Registry: New South Wales  
Division: Commercial and Corporations

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**

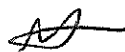
Plaintiff

**MELISSA LOUISE CADDICK and ANOR**

Defendants

This is the annexure marked "**MKH-3**" referred to in the affidavit of Michael Kevin Hayter sworn on 1 March 2021

Before me:



\_\_\_\_\_  
~~Solicitor/Justice of the Peace~~ Suzi Stojanovski

**SCHEDULE OF LEGAL COSTS**  
**ASIC v Melissa Louise Caddick**  
**Federal Court Proceedings no. NSD 1220/2020**

No.	Description
1.	Melissa Caddick (Receivers Appointed) – Legal costs to date \$33,000 plus GST
2.	<p>Legal Tasks exceeding 5 hours:</p> <ul style="list-style-type: none"> <li>(a) Review ASIC documents</li> <li>(b) Numerous advices re interpretation of Orders</li> <li>(c) Advising in relation to Living Expenses and legal costs the subject of Costs Order and numerous letters and communications with lawyers for Mr Grimley</li> <li>(d) Reviewing and undertaking tracing analysis of intermingling of funds and consequences to claims of Investors</li> <li>(e) Classification of Investors as creditors in both administrations</li> <li>(f) Allocation of assets between receivership and liquidation</li> <li>(g) Reviewing Wills and Aspen Property</li> <li>(h) Reviewing and analysing Dover Heights Property ownership</li> <li>(i) Reviewing and advising in relation to Edgecliff Property ownership and life estate (considerably in excess of 5 hours)</li> <li>(j) Issuing various demands to individuals to produce documents and chasing up with telephone attendances</li> <li>(k) Attending at solicitor's office to analyse various conveyancing files</li> <li>(l) Interviewing various parties</li> <li>(m) Analysing and advising you in respect of various liquidation claims</li> <li>(n) Reviewing and advising in respect of claims against auditors</li> <li>(o) Advising you in relation to solvency issues</li> <li>(p) Advising you in relation to the CommSec share trading account and possible claims and ownership issues</li> <li>(q) Preparing brief to senior counsel and attending various conferences with senior counsel (considerably in excess of 5 hours)</li> <li>(r) Advising you in relation to possible different outcomes in the receivership, particularly in relation to pooling of assets etc</li> </ul>

No.	Description
3.	<p data-bbox="280 360 719 394">Assumptions in calculating costs:</p> <ul data-bbox="280 427 1426 958" style="list-style-type: none"><li data-bbox="280 427 1426 528">• We have written off close to \$10,000 in legal costs and not charged for a substantial portion of our time reviewing the ASIC documents and for research in the matter</li><li data-bbox="280 562 1426 730">• We have kept separate files for the receivership and provisional liquidation but also recorded our time to a general file where we consider the legal costs related to both administrations. In relation to the general file we have apportioned our time and costs at 50% to the receivership and 50% to the provision liquidation so there is no double charging for such time</li><li data-bbox="280 763 1426 864">• A majority of costs have been incurred in the receivership mater as the properties and primary assets of both administrations are registered in the name of Ms Caddick</li><li data-bbox="280 898 1426 958">• So as to save costs, our Michael Hayter, has undertaken most of the work so there is no doubling up of time</li></ul>