محكمة قطر الدولية
ومركز تسوية المنازعات
QATAR INTERNATIONAL COURT
AND DISPUTE RESOLUTION CENTRE

In the name of His Highness Sheikh Tamim bin Hamad Al Thani,
Emir of the State of Qatar

Neutral Citation: [2019] QIC (C) 3

IN THE CIVIL AND COMMERCIAL COURT
OF THE QATAR FINANCIAL CENTRE

16 May 2019

CASE No. 7 of 2017

BETWEEN:

OUSSAMA ASSAAD

Claimant

v

NOMURA INTERNATIONAL PLC

Defendant

COSTS ASSESSMENT

Before:
Mr Christopher Grout, Registrar

JUDGMENT

Introduction

1. On 24 February 2019 the First Instance Circuit of the Court (Justices Robertson, Kirkham and Hamilton) issued its judgment in relation to costs. That judgment ordered the following:

   (a) The Claimant shall pay a contribution to the Defendant's costs of these proceedings, to be assessed as follows, if not agreed.

   (b) The Court directs the Registrar to make a detailed assessment of the Defendant's recoverable costs.

   (c) The total of the fees, disbursements and any other costs which the Registrar assesses as recoverable costs shall be reduced by 20%.

2. The parties have not reached agreement on the issue of costs. On 19 March 2019 the Defendant communicated with the Registry of the Court to explain that it had contacted the Claimant with a view to agreeing the amount of costs but had not received any reply to its emails. The Defendant requested a detailed assessment.

3. The Defendant had already filed its submissions on costs (which the Court had considered prior to its judgment of the 24 February 2019). Subject to one matter to which it will be necessary to return, the Defendant had no further observations to make. The Claimant had failed to provide anything in response to the submissions on costs previously filed by the Defendant. Nevertheless, I gave him a final opportunity to do so by no later than 27 March 2019. However, the Claimant did not file anything in reply and so I have proceeded to conduct the detailed assessment by reference to the submissions filed by the Defendant.

4. I should add, however, that, as is customary in cases before the Court, I have, in my capacity as Registrar, been involved with the case since its inception. In addition to having read and considered the Defendant's submissions on costs, I have read all the papers in the case and was present throughout the course of the proceedings. I am, therefore, acutely aware of the issues raised by the parties, how the case was conducted and how various matters have been resolved.

The Need for a Hearing

5. I am afforded a 'wide discretion' as to the procedure to be adopted when undertaking a Costs Assessment.[1] Ordinarily, such assessments will be undertaken on the papers, i.e. without the need for an oral hearing. In this case, neither party has sought an oral hearing. Although it is regrettable that the Claimant has not engaged with the process, insofar as it relates to costs, I am satisfied that it is appropriate to undertake the Assessment on the written material provided to date without the need for any oral submissions.

The Principles to be Applied

6. In the ordinary course of events, in order to be recoverable, the costs claimed must be reasonable. In *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (C) 1 I laid down the principles to be applied when assessing 'reasonable costs'. At paragraphs 10-12 I said:

> *How is the issue of reasonableness to be approached? In my judgment, in order to be recoverable costs must be both reasonably incurred and reasonable in amount. If they are not then they are unlikely to be recoverable.*
>
> *I have identified the following (non-exhaustive) list of factors which will ordinarily fall to be considered when assessing whether or not costs have been reasonably incurred by a party and, if they have, whether they are also reasonable in amount:*

[1] *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (F) 2, at paragraph 21. That principle was not interfered with by the Appellate Division of the Court in the same case in its judgment dated 11 September 2017.

(a) Proportionality;

(b) The conduct of the parties (both before and during the proceedings);

(c) Efforts made to try and resolve the dispute without recourse to litigation (for example through Alternative Dispute Resolution);

(d) Whether any reasonable settlement offers were made and rejected; and

(e) The extent to which the party seeking to recover costs has been successful.

When considering the proportionality factor, the following (again non-exhaustive) factors are likely to fall to be considered:

(a) In monetary or property claims, the amount or value involved;

(b) The importance of the matter(s) raised to the parties;

(c) The complexity of the matter(s);

(d) The difficulty or novelty of any particular point(s) raised;

(e) The time spent on the case;

(f) The manner in which work on the case was undertaken; and

(g) The appropriate use of resources by the parties including, where appropriate, the use of available information and communications technology.

7. Those principles were, upon review by the First Instance Circuit of the Court, approved.[2] In the present case, the Defendant did not seek to suggest, in its written submissions, that those principles should not be applied here.

8. In addition, I am mindful of the observations of the First Instance Circuit of the Court in *Khalid Abusleibah v Qatar Financial Centre Authority* [2016] QIC (F) 1 where, at paragraph 15 of its judgment, the Court observed, among other things, that

   (a) Whereas a party is entitled to be represented by advocates of its choice, including Counsel based abroad, in a straightforward matter such as the present this should not be at the expense of the unsuccessful individual;

[2] *Hammad Shawabkeh v Daman Health Insurance Qatar LLC* [2017] QIC (F) 2 at paragraph 20. The decision of the Court to approve those principles was not interfered with by the Appellate Division of the Court in the same case in its judgment dated 11 September 2017.

(b) ...

(c) The Court does not wish to deter employees and other unrepresented litigants from seeking the assistance of the Court.

Those observations are relevant because, in the present case, the Defendant was represented by a legal team based abroad and the Claimant was not only a former employee of the Defendant but was also unrepresented throughout the course of the proceedings.

Preliminary Points

9. There are two preliminary points which need to be mentioned. First, the conduct of the parties will ordinarily be a highly relevant consideration at the stage of assessing reasonable costs. In the present case, however, the Court ordered that any costs deemed to be recoverable shall be reduced by 20%. The reason for this is explained at paragraph 8 of its judgment:

> The Claimant lacked clarity in pursuing his claim. The Court considers that the Defendant's failure to explain the dual contract proposal from the beginning and their stance in relation to the 15 May letter were also significant factors contributing to increased complexity in the proceedings and increased costs. The Court concludes that this should be reflected in the Defendant's entitlement to recover its costs and therefore directs that the Defendant should recover only 80% of its assessed costs of these proceedings.

Accordingly, the Court has already made allowances for a deduction based upon conduct and it is important that I do not make a further reduction based upon the same reasoning.

10. Secondly, albeit related, in its submissions of 24 February 2019 the Defendant, at paragraph 3.1, made clear that it was seeking 65% of its external legal fees in the proceedings. The reason for this was explained at paragraph 4.3 as follows:

> The Defendant is mindful that the Court has, throughout these proceedings, sought to ensure that the Claimant (as a litigant in person) has had a full and fair opportunity to present his case. In light of the fact that the Claimant has acted as a litigant in person, the Defendant seeks a costs order for only 65% of its external legal fees, i.e. 65% of USD 462,191.94 (being USD 300,424.76) and its full external disbursement costs (being USD 20,969.69).

11. After the Court had issued its judgment, which included reference to the 20% reduction, and in furtherance of the detailed assessment, the Defendant made the following observation in communication with the Registry:

> ...we understand that the Order supersedes paragraph 4.3 of the Defendant's cost submissions and that the Registrar should proceed to apply a 20% discount to the detailed assessment of the Defendant's total costs.

In response, I wrote to the Defendant asking it if it was, in effect, retracting the 35% discount it had made in its submissions in light of the 20% reduction made by the Court. It responded by stating that a 'double reduction' would not be fair. It contended that the intention of the Court must have been to order a reduction by 20% to the total amount of the Defendant's recoverable costs, absent the 35% discount. In the alternative, the Defendant stated that it would like to retract the 35% reduction contained within its submissions.

12. I do not accept that it was the intention of the Court, in applying a 20% reduction, to ignore the 35% discount the Defendant had made in relation to its external legal fees. The Court had before it the submissions of the Defendant which clearly stated that it was only seeking 65% of its external legal fees. Moreover, the 20% overall reduction ordered by the Court had nothing to do with the fact that the Claimant was a litigant in person. It was to reflect the Defendant's conduct of the case. It was, in my view, clearly intended to be a further reduction which would apply to the total costs deemed to be recoverable as part of the detailed assessment.

13. I do not find the alternative argument advanced by the Defendant, i.e. that it should be able to retract the 35% discount, particularly attractive. However, in the grand scheme of things, it perhaps does not make any real difference. This is because the total amount deemed to be recoverable will have to be reached by applying the principles set out above. Whatever the starting point, the end point will, ultimately, be the same. I will therefore proceed on the basis, unattractive though it is, that the Defendant is seeking recovery of its 'full' costs, i.e. without regard to the 35% discount.

The Submissions

14. The Defendant seeks an order for costs of USD 483,161.63. That figure comprises USD 462,191.94 for the legal fees of Allen & Overy LLP for the period 25 September 2017 to 27 September 2018 and USD 20,969.69 for related disbursements (including printing, scanning, photocopying, teleconference charges, USB drives and courier charges). It is to be noted that all hearings were conducted via video-link and so neither the Defendant, nor its legal representatives, were ever required to attend Doha, nor did they. In QAR, that figure is 1,758,708.33. It is, by a significant margin, the highest claim for costs I have had to deal with in the context of litigation before the Qatar International Court in the last 7 years.

15. In support of the claim, the Defendant annexed 11 invoices to its submissions. The invoices contain various pieces of information including (i) the period covered, (ii) a brief description of the work undertaken, (iii) the names and levels of the various fee earners, (iv) the hours spent and applicable rates of each fee earner and (v) a brief description of any related disbursements, such as printing and photocopying costs.

16. The figure of USD 462,191.94 represents a total number of 1,049.5 hours said to have been spent on the case by a number of different fee earners throughout the one year period. A significant number of these hours were incurred by Mr Yacine Francis (a Senior Associate who, part way through the litigation, became a Partner) and Ms Rachael Scourfield (an Associate who, part way through the litigation, became a Senior Associate). The rate of the former was USD 616.00 per hour (later increased to USD 768.00 per hour); the rate of the latter was USD 499.00 per hour (later increased to USD 616.00 per hour). However, a variety of other fee earners were involved, including

counsel, various paralegals and trainees (at differing rates) as well as a variety of other professionals, some of whom specialise in eDiscovery.

17. The Defendant, in its submissions, attributed fault to the Claimant whose conduct, the Defendant alleged, led to it incurring 'significant unnecessary cost and expense'. It cites, by way of example, the fact that the Claimant's case changed over time. It also points out that a significant sum of the costs claimed (approximately USD 170,000) is attributable to a document search carried out in order to respond to an Order of the Court. This seemingly involved the engagement of a third party service provider who processed a total of 861,885 documents that were collated from a number of custodians over a 6 year period. From that, 15,636 documents were then subject to a review. A lengthy witness statement was prepared which attached 85 exhibits. The Defendant submits that

> ...these costs could have been significantly reduced if the Claimant had provided proper particulars of his allegations and witness evidence, so that narrower, and more targeted searches could have been undertaken in order to respond to the 15 February Order.

The Defendant refers to other 'unnecessary' costs relating, for example, to the obtaining of witness statements which, the Defendant submits, would not have been procured had the Claimant particularised his case properly. Finally, the Defendant observes that preparing for and attending the hearings contributed to USD 90,000 of the costs claimed, again costs which, it says, could have been avoided or reduced if the Claimant's case had been more focused.

18. In addition, the Defendant states that it incurred the cost of hyperlinking the Hearing Bundle to ensure that the Claimant had access to it and to ensure the smooth running of the hearings. The Defendant points out that, ordinarily, the obligation to prepare the Hearing Bundle falls on a Claimant but that it took the lead on this occasion for the reasons stated above.

Argument, Consideration and Conclusions

Proceedings before the First Instance Circuit

19. Whatever else might be said about this case, at its heart it was a relatively straightforward employment dispute. The First Instance Circuit described the Claimant's case as 'clear' though noted that it 'lacked sophistication'.[3] A significant portion of the case constituted what the Claimant characterised as an unfair dismissal claim. This aspect of the claim was struck out by the Court on the grounds that it lacked jurisdiction to hear the dispute as the allegations related to matters said to have occurred in connection with the Claimant's work and role in the Defendant's DIFC office in Dubai. Accordingly, the courts with jurisdiction were the DIFC Courts.

20. All that remained for resolution by the First Instance Circuit were the discrete questions of whether or not the Claimant had entered into a separate agreement with the Defendant in relation to work undertaken in Qatar and, if he had, what the terms of any such agreement were.[4] The first question was resolved against the Claimant and so the second question did not require an answer.

21. The value of the claim was not, however, insubstantial. The Claimant sought what he alleged to be an annual salary, under the Qatar contract, of USD 181,319. He sought payment of that salary for an almost 4-year period together with an end of service gratuity as well as damages.[5] Accordingly, the Defendant had a real interest in defending the claim in circumstances where it denied the allegations levied against it.

[3] *Oussama Assad v Nomura International PLC*- judgment concerning jurisdiction (13 May 2018) at paragraph 1
[4] *Oussama Assad v Nomura International PLC*- substantive judgment (10 September 2018) at paragraph 17
[5] Ibid, at paragraph 3

General Observations

22. Before tunring to the individual invoices that comprise the Defendant's claim for costs, it is necessary to say something about the number of hours spent, the fee earners engaged and the rates charged. As I observed above, this was not a difficult case. On the contrary, it was a reasonably straightforward employment dispute. With respect to the Defendant, the number of hours spent on the case is wholly disproportionate to the issues that had to be determined by the Court. As has been stated on a number of occasions, parties are free to engage as many lawyers as they wish, at whatever cost has been agreed, but they cannot hope to recover such costs, even where they are successful, if such costs have been unreasonably incurred and/or are unreasonable in amount. This, unfortunately, is a case where the Defendant appears to have completely lost sight of issues of proportionality and racked up a series of costs which they will simply not be entitled to recover.

The Invoices

Invoice Number 5001018025

23. This invoice covers the period 25 September – 22 October 2017 and covers correspondence and conferences with the client, a review of the relevant documentation, providing an analysis of the dispute, providing preliminary advice to the client, drafting the Defence and liaising with the Registrar of the Court. The total invoice is for USD 29,235.04 which includes USD 269.84 in disbursements (printing and photocopying). 55.20 hours are said to have been spent in total with most of the work being undertaken by a Senior Associate (28.4 hours at USD 616.00 per hour) and an Associate (18 hours at USD 499.00 per hour).

24. The number of hours spent on this part of the case are not reasonable. The rates charged do not appear to be markedly out of line with other cases before the Court; this being an appropriate benchmark in the absence of an agreed rate of recoverable fees for those appearing before the Court.

25. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 28 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown

the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable is, including disbursements, USD 15,000.

Invoice Number 5001018224

26. This invoice covers the period 23 October – 22 November 2017 and covers calls and correspondence with the client, finalising the Defence, reviewing the Claimant's Reply, conducting legal research, preparing an Application Notice and drafting the Defendant's jurisdictional challenge. The total invoice is for USD 33,407.00 which includes USD 1,423.99 in disbursements (printing, photocopying, courier services and stationery). 73.40 hours are said to have been spent in total with most of the work being undertaken by a Senior Associate (21 hours at USD 616.00 per hour), an Associate (25.30 hours at USD 499.00 per hour) and a Paralegal (15.80 hours at USD 175.00 per hour).

27. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable, including those of the paralegal.

28. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 30 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable is, including disbursements, USD 13,000.

Invoice Number 5001018447

29. This invoice covers the period 23 November – 22 December 2017 and covers calls and correspondence with the client, finalising the Defendant's jurisdictional challenge, drafting witness statements, reviewing various Directions and requests made by the Claimant, drafting a reply to the same, preparing various documents, advising the client, conducting legal research and liaising with the Registrar. The total invoice is for USD 25,592.28 which includes USD 262.65 in disbursements (printing, photocopying, and courier services). 70.30 hours are said to have been spent in total with most of the work being undertaken by a Trainee (24.40 hours at USD 242.70 per hour), an Associate

(17.00 hours at USD 499.00 per hour), a Senior Associate (12.40 hours at USD 616.00 per hour) and a Paralegal (12.40 hours at USD 175.00 per hour).

30. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable, including those of the trainee.

31. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 30 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable is, including disbursements, USD 10,500.

Invoice Number 5001018470

32. This invoice covers the period 23 December – 31 December 2017 and primarily covers a review of disclosure and correspondence. The total invoice is for USD 1,215.63 which includes USD 215.83 in disbursements (printing, stationery and courier costs). 2.00 hours are said to have been spent in total with most of the work being undertaken by a Senior Associate (1.40 hours at USD 616.00 per hour).

33. The number of hours spent on this part of the case are reasonable. As noted above, the rates charged do not appear to be unreasonable.

34. I consider that the total amount claimed of USD 1,215.63 is reasonable.

Invoice Number 5001018471

35. This invoice covers the period 1 January – 22 January 2018 and primarily covers correspondence with the client, reviewing various documents, liaising with the Registrar and drafting the Defendant's response to a document filed by the Claimant. The total invoice is for USD 7,452.89 and does not include any disbursements. 15.50 hours are said to have been spent in total with most of the work being undertaken by an Associate (7.30 hours at USD 499.00 per hour) and a Senior Associate (5.20 hours at USD 616.00 per hour).

36. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable.

37. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 10 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable is USD 4,500.

Invoice Number 5001018904

38. This invoice covers the period 23 January – 28 February 2018 and primarily covers correspondence and conference calls with the client, reviewing various documents and rules, legal research, arranging document searches, preparing exhibits and submissions, preparing bundles and overseeing third party document reviewers. The total invoice is for USD 41,668.36 which includes USD 450.66 in disbursements (printing, photocopying, courier services and taxis). 102.10 hours are said to have been spent in total with most of the work being undertaken by an Associate (38 hours at USD 499.00 per hour), a Trainee (29.20 hours at 256.06 per hour), an eDiscovery Specialist (17.30 hours at USD 256.06 per hour) and a Senior Associate (15.30 hours at USD 616.00 per hour).

39. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable. In respect of the eDiscovery Specialist, given the nature and extent of the documents which it appears needed to be reviewed, the instruction of such a specialist seems reasonable. I have no idea what the standard rates of such a specialist are but USD 256.06 per hour does not appear to me to be unreasonable.

40. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 50 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable is USD 20,000.00

Invoice Number 5001019065

41. This invoice covers the period 1 March – 22 March 2018 and primarily covers liaising and coordinating with the third-party reviewers and the internal eDiscovery team, reviewing documents, collating and preparing exhibits as well as preparing and reviewing an exhibit index, drafting submissions and witness statements and producing the bundle. The total invoice is for USD 130,262.55 which includes USD 372.13 in disbursements (printing, photocopying and courier services). 349.60 hours are said to have been spent in total with most of the work being undertaken by three Associates (86.80 hours at USD 499.00 per hour, 68.10 hours at USD 408.00 per hour and 47.00 hours at USD 408.00 per hour), a Paralegal (59.40 hours at USD 200.00 per hour) and a Trainee (30.30 hours at USD 251.75 per hour).

42. The number of hours spent on this part of the case are not reasonable. Indeed, they are grossly disproportionate. As noted above, the rates charged do not appear to be unreasonable.

43. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 100 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable is USD 36,000.00

Invoice Number 5001019366

44. This invoice covers the period 23 March – 24 April 2018 and covers matters relating to the hearing bundles, preparing exhibits to witness statements, correspondence, reviewing various documents, drafting submissions and attending the jurisdiction hearing. The total invoice is for USD 62,745.72 which includes USD 15,876.51 in disbursements (printing, photocopying, overtime costs and external professional services which I assume were required in order to facilitate the video-link hearing). 121.30 hours are said to have been spent in total with most of the work being undertaken by a Paralegal (42 hours at USD 200.00 per hour), an Associate (37.70 hours at USD 499.00 per hour) and a Senior Associate (26.10 hours at USD 616.00 per hour).

45. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable.

46. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 50 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. I have not been provided with any information in relation to the substantial disbursement claim of USD 13,476.54 which is marked as being 'Integron and Inventus Solution' and which, as noted above, I assume was incurred as a result of the attendance by video-link. I am prepared to accept that it was reasonable to incur this cost in order to effectively participate in the proceedings. A reasonable amount recoverable, in the circumstances, is USD 30,000.

Invoice Number 5001019366

47. This invoice covers the period 25 April – 23 May 2018 and covers liaising with the Registrar, reviewing the Court's Direction and Judgment and advising the client. The total invoice is for USD 5,911.09 which includes USD 231.80 in disbursements (printing and photocopying). 9 hours are said to have been spent in total with most of the work being undertaken by a Senior Associate (4.50 hours at USD 616.00 per hour) and a Partner (2.80 hours at USD 768.00 per hour).

48. The number of hours spent on this part of the case are reasonable. As noted above, the rates charged do not appear to be unreasonable. I note, however, that it is at this stage in the proceedings that the Senior Associate and Associate who have had control of these proceedings now become a Partner and Senior Associate respectively. It is understandable as to why the Defendant would wish to continue to engage the same people who have had conduct of the litigation throughout, although cost consequences arise as a result of that decision as the same people are now charging at higher rates. This factor will be taken into account when considering whether the overall amount of costs claimed per invoice is reasonable.

49. However, on this occasion, I consider that the total amount of USD 5,911.09 is reasonable.

Invoice Number 2041034938

50. This invoice covers the period 24 May – 24 July 2018 and covers various matters including liaising with the Registrar, reviewing various documents, drafting and filing a response to the Court's Directions, drafting and filing witness statements, preparing exhibits, searching for documents, preparing and applying redactions to certain documents and correspondence with the client. The total invoice is for USD 73,089.09 which includes USD 1,089.97 in disbursements (printing, photocopying and transcription fees). 119.60 hours are said to have been spent in total with most of the work being undertaken by a Senior Associate (57.60 hours at USD 616.00 per hour), a Partner (32.60 hours at USD 768.00 per hour) and an Associate (20.70 hours at USD 408.00 per hour).

51. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable although my observations above concerning the change in status of the fee earners will be recalled.

52. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 50 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable, noting in particular what has been said about the category of fee earners used at this stage, is USD 25,000.

Invoice Number 2041035500

53. This invoice covers the period 25 July – 27 September 2018 and covers liaising with the Court, reviewing the Court Direction, matters relating to the bundles, drafting opening submissions and cross examination points, attending the hearing, reviewing the judgment and preparing the costs submissions. The total invoice is for USD 72,319.33 which includes USD 776.31 in disbursements (printing, photocopying and a contribution in Italy which I assume relates in some way to the facilitation of the witness). 131.50 hours are said to have been spent in total with most of the work being undertaken by a Senior Associate (55.70 hours at USD 616.00 per hour) and a Partner (36.30 hours at USD 768.00 per hour).

54. The number of hours spent on this part of the case are not reasonable. As noted above, the rates charged do not appear to be unreasonable although my observations above concerning the change in status of the fee earners will be recalled.

55. I consider that, in light of the summary of work undertaken, it was not reasonable to spend more than 50 hours on this stage of the proceedings. I have regard to the different categories of fee earner involved at this stage, although I am not prepared to breakdown the minutiae of who precisely did what work during those hours and instead apply a reasonably broad brush. A reasonable amount recoverable, noting in particular what has been said about the category of fee earners used at this stage, is USD 25,000.

Total and Consequential Considerations

56. The result of that analysis is that the total amount I have considered to be reasonable in respect of the 11 invoices is USD 186,126.72

57. It is then necessary to stand back and look at that figure in the round to assess whether it remains proportionate. Although high, it seems to me that it is a reasonable figure bearing in mind, among other things, the total value of the claim.

58. I am, however, mindful of the observations of the First Instance Circuit in *Khalid Abusleibah v Qatar Financial Centre Authority*, in particular the desire not to deter employees and other unrepresented litigants from seeking the assistance of the Court. I have considered whether the type of costs arrived at here are such that, if awarded, could have the effect of doing precisely what the Court in the aforementioned case was seeking to avoid. Ordinarily, I suspect that many employees and unrepresented litigants would be horrified at the thought of being potentially liable in costs of this sum if they pursued a claim and were unsuccessful. But, in the present case, the Claimant was seeking to recover sums far in excess of the costs that I have found to have been reasonably incurred by the Defendant. In addition, I have already observed that the Defendant clearly had a real interest in defending the claim. A number of the costs incurred by the Defendant were incurred because of the way in which the claim was pursued. Even so, I consider it appropriate to make a further modest reduction to give regard to the fact that this was an employment dispute raised by an aggrieved employee

who was unrepresented throughout the course of the proceedings. I accordingly reduce the figure to USD 120,000.

59. Finally, in accordance with the judgment of the Court in the present case, I apply a further reduction of 20% bringing the total to USD 96,000.

Final Conclusion

60. For the reasons given above, the Defendant's submissions as to their reasonable costs are successful but only to the extent of USD 96,000.

61. Accordingly, the Claimant shall pay to the Defendant the sum of USD 96,000.

By the Court,

Mr Christopher Grout

Registrar

Representation:

For the Claimant: The Claimant did not file any submissions.

For the Defendant: The Defendant was represented by Allen & Overy LLP

DIGITALLY SIGNED AND VERIFIED
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