

IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMERCIAL COURT
GROUP PROCEEDINGS LIST

Not Restricted

S ECI 2025 02037

IAN WEATHERLAKE (AS TRUSTEE FOR
THE IAN WEATHERLAKE FAMILY TRUST)

Plaintiff

v

PALADIN ENERGY LIMITED (ACN 061 681
098)

Defendant

S ECI 2025 03814

SUJATA CHAUDHRI

Plaintiff

v

PALADIN ENERGY LIMITED (ACN 061 681
098)

Defendant

JUDGE: Watson J
WHERE HELD: Melbourne
DATE OF HEARING: 27 October 2025
DATE OF JUDGMENT: 28 October 2025
CASE MAY BE CITED AS: Weatherlake v Paladin Energy Ltd; Chaudhri v Paladin Energy Ltd
MEDIUM NEUTRAL CITATION: [2025] VSC 669

Practice and procedure – Group proceedings – Multiplicity of proceedings – Competing carriage applications - Applications for group costs order and stay of proceedings – Principles applied - Which arrangement is in the best interests of the group members - Experience of legal teams – Funding and available resources – Importance of transparency in funding arrangements – Importance of realistic litigation budgets – group costs order appropriate - Supreme Court Act 1986 (Vic) s 33ZDA.

APPEARANCES:

Counsel

Solicitors

For the Plaintiff in the
Weatherlake Proceeding

Ms F Forsyth KC
Ms K J Browne

Slater and Gordon Lawyers



For the Plaintiff in the
Chaudhri Proceeding

Mr P W Collinson KC
Mr J L Page

Banton Group

For the Defendant

Mr A McRobert

Herbert Smith Freehills
Kramer



HIS HONOUR:

- 1 There are two overlapping group proceedings before the Court that bring claims against Paladin Energy Ltd ('Paladin Energy'). Paladin Energy is a uranium mining company based in Western Australia and at all material times held interests in mines located in Australia, Canada and Namibia. The claims brought against Paladin Energy allege that the company made misleading representations, and failed to comply with its continuous disclosure obligations as an ASX-listed company, relating to the production of uranium at the Langer-Heinrich Mine ('LH Mine'). This conduct is alleged to have resulted in the plaintiffs and group members suffering loss, including by paying a higher price for shares than they otherwise would have had the company complied with its obligations.
- 2 By writ and statement of claim filed 16 April 2025, Ian Weatherlake, as Trustee for the Ian Weatherlake Family Trust, commenced the first group proceeding on his own behalf and on behalf of persons who acquired an interest in ordinary Paladin Energy shares during the relevant period and suffered loss and damage by reason of the alleged misconduct of Paladin Energy. Currently Mr Weatherlake's relevant period is 27 June 2024 to 11 November 2024 but he seeks leave to amend it (along with other aspects of his pleading) to 27 June 2024 to 25 March 2025. The firm instructed to act in the Weatherlake Proceeding is Slater and Gordon Lawyers.
- 3 On 7 July 2025, Sujata Chaudhri commenced the second group proceeding by writ and statement of claim filed on behalf of herself and on behalf of persons who acquired an interest in ordinary Paladin Energy shares, or entered into a contract to acquire long exposure to Paladin Energy shares, in the relevant period, also being 27 June 2024 to 25 March 2025, and allegedly suffered loss or damage by reason of the matters pleaded. Banton group is the firm instructed to act in the Chaudhri Proceeding.
- 4 Both proceedings raise substantially similar allegations against Paladin Energy.
- 5 In the Weatherlake Proceeding, the plaintiff seeks orders for leave to intervene in the Chaudhri Proceeding and a permanent stay of that proceeding. The plaintiff in the Chaudhri proceeding seeks orders that the Weatherlake Proceeding be permanently stayed.



Multiplicity Issue - Legal principles

6 As the High Court in *Wigmans v AMP Ltd and Ors*¹ said:

The starting point is that multiplicity of proceedings is not to be encouraged and that competing representative proceedings run by different firms of solicitors, with different funders, may in principle be inimical to the administration of justice. But... there is no “one size fits all” approach. Multiplicity may be addressed by a variety of means instead of, or in addition to, staying one or more of the proceedings.²

7 In determining an appropriate remedial response to multiplicity:

... the factors that might be relevant cannot be exhaustively listed. They will vary from case to case. In matters involving competing open class representative proceedings with several firms of solicitors and different funding models, it is necessary for the court to determine, by reference to all relevant considerations, which proceeding going ahead would be in the best interests of group members.³

8 The principles relating to multiplicity are well-established and previous authorities have identified a number of factors which may be relevant in resolving a multiplicity dispute.

9 In this proceeding the respective plaintiffs addressed a list of issues pursuant to orders made by Delany J on 28 July 2025. Leaving aside the question of the appropriate mechanism to resolve the multiplicity dispute, those issues were:

- (a) practitioners;
- (b) the nature and scope of the causes of action advanced (and the relevant case theories);
- (c) group membership;
- (d) funding and legal costs;
- (e) proposals for security;
- (f) the state of preparation of the proceedings;

¹ (2021) 270 CLR 623.

² Ibid 666 [106] (citations omitted).

³ Ibid 667-8 [109] (citations omitted).



- (g) relief sought in the proceeding; and
- (h) other matters.

10 First, it is appropriate to deal with some preliminary matters, being:

- (a) whether the Court should order consolidation; and
- (b) whether the Court should make a group costs order.

Consolidation

- 11 Neither plaintiff seeks consolidation as its primary position. Ms Chaudhri originally contended that, in the alternative, consolidation could be ordered, but abandoned that position in the hearing. Mr Weatherlake opposes consolidation.
- 12 Consolidation is often an appropriate way to deal with multiplicity, but it would only be in exceptional circumstances that it was imposed upon an unwilling party and their practitioners. No such exceptional circumstances exist here. Consolidation can be put to one side in this case.

Group Costs Orders

- 13 Section 33ZDA of the *Supreme Court Act 1986* (Vic) provides that the Court may make a group costs order ('GCO') if satisfied that it is appropriate or necessary to 'ensure that justice is done in the proceeding'. For the reasons that follow, I am so satisfied.
- 14 The principles governing the application of s 33ZDA are well established and for present purposes, do not need to be repeated.⁴
- 15 The factors in this proceeding which demonstrate the appropriateness of a GCO are:
- (a) each of the plaintiffs has given evidence that they specifically prefer a GCO funding model for the proceeding and that they regard it as having significant benefits for themselves and group members;

⁴ See for example *Fox v Westpac* [2021] VSC 573; *Allen v G8 Education Ltd* [2022] VSC 32; *Bogan v The Estate of Peter John Smedley (Deceased)* [2022] VSC 201; *Mumford v EML Payments Ltd* [2022] VSC 750.



- (b) the GCO provides a simple, transparent and readily understandable method for the calculation of the plaintiff's legal costs in whichever of the proceedings is not stayed;
- (c) the GCO provides protection that any compensation will not be eroded by legal costs which exceed the given percentage;
- (d) the GCO provides the plaintiff and group members (in whichever proceeding is not stayed) with a measure of certainty regarding the percentage of any recovery amount which they will receive (subject to the power to vary a GCO under s 33ZDA(3) and deductions for matters such as any payment to the plaintiff and settlement administration costs);
- (e) a GCO will provide an alignment of interest between the interests of the plaintiff (whomever that ultimately may be) and group members and those of the plaintiff's solicitors; and
- (f) the evidence establishes that if a GCO is not made, in whichever proceeding is not stayed, the plaintiff's solicitors would seek to obtain third party litigation funding for the proceeding. It is likely that any third party litigation funding would result in significantly greater deductions from any recovery in the proceedings than under the proposed GCOs.

16 The parties provide different GCO proposals but with the same basic structure:

Portion of settlement or judgment sum	Weatherlake proposal	Chaudhri proposal
Up to \$60 million	27.5%	24%
Exceeding \$60 million up to \$120 million	21%	18%
Exceeding \$120 million	14%	12%

17 Each of Mr Rapoport from Slater and Gordon and Ms Banton from Banton group provided confidential evidence regarding:

- (a) estimates of the likely quantum of damages for the class;



- (b) a range of likely settlement outcomes; and
- (c) an assessment of risks associated with the proceeding.

Whilst that evidence differed in some respects, those differences were not material to an assessment of the appropriateness of a GCO. The evidence is necessarily confidential from the defendant and it would be inappropriate to discuss it in detail. It is sufficient in this context to note that I have had regard to that evidence in forming a view as to the acceptability of the proposed GCO rates.

- 18 The 'headline' figure in the Weatherlake proposal of 27.5% is for all intents and purposes at the same level as the mean (27.7%), median (27.5%) and mode (27.5%) of initial GCOs made in all proceedings. The equivalent Chaudhri rate is self-evidently lower than each of those measures. Both proposals proffer a GCO percentage significantly lower than the mean and median rates since 2024 onwards (respectively 31.3% and 30%).
- 19 For any settlement or judgment which exceeds \$60 million the effective GCO rate will be lower than that provided in the first tier of the proposals.
- 20 Slater and Gordon and Banton Group provided modelling of their return on investment ('ROI') for various settlement outcomes. Neither provided evidence regarding any estimated internal rate of return ('IRR'). I am satisfied that on the range of settlement outcomes which each regard as likely and assuming a late settlement of the proceeding the estimated ROIs fall within a range which provides the law firms with a reward which is proportionate to the risks they will have undertaken.
- 21 Having regard to the matters I have mentioned, I am satisfied the ratcheted structure proposed by Mr Weatherlake which ensures an effective GCO percentage of 27.5% or less is appropriate in the circumstances of this case. I am similarly satisfied that the ratcheted structure proposed by Ms Chaudhri which ensures an effective GCO percentage of 24% or less is appropriate in the circumstances of this case.
- 22 For these reasons, I am satisfied a GCO is appropriate to ensure justice is done in this proceeding and that either of the tiered percentages proposed by Mr Weatherlake or



Ms Chaudhri would be an appropriate percentage to fix in the circumstances of the case.

23 I turn now to the considerations relevant to the resolution of the multiplicity issue.

Preliminary Matters

24 Mr Weatherlake submits that, having regard to the orders made by the Court in relation to the procedure for resolution of the multiplicity issue, aspects of the Chaudhri submissions and evidence should be disregarded.

25 The orders to which Mr Weatherlake refers are in what might be described as a now standard form for the resolution of multiplicity disputes in this Court and were made by Delany J on 28 July 2025. They relevantly provide:

3. By **4:00pm** on **15 August 2025**, the plaintiffs are to file and serve a Statement of Position in the form of a document not exceeding five (5) pages, which sets out in summary form that party's position and the substance of that party's expected evidence in respect of each of the matters in the List of Issues.

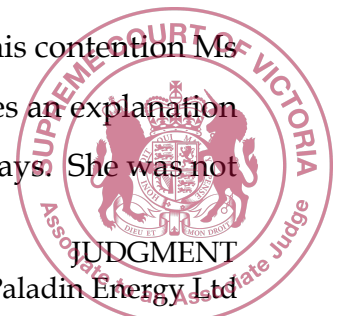
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The plaintiffs are expected to provide their first Statement of Position in good faith. They should not take a holding position for the purposes of later negotiation. Should the Court consider that they have done so that may be held against that party in the determination of the multiplicity issue.

4. By **4:00pm** on **20 August 2025**, the plaintiffs may submit a revised Statement of Position. That will be the only opportunity to modify a Statement of Position. No other revision to a party's position will be considered by the Court.

26 On 15 August 2025, Ms Chaudhri filed her Statement of Position in accordance with order 3 above. In that statement of position Ms Chaudhri indicated she intended to apply for a GCO at the rate of 32%. Five days later Ms Chaudhri filed her revised Statement of Position with the GCO percentages referred to above.

27 Mr Weatherlake submits that this indicates the original Statement of Position was, contrary to the requirements of order 3, a 'holding position' and that this should be held against Ms Chaudhri in determining carriage. In response to this contention Ms Banton has filed confidential affidavit material in which she provides an explanation for the change in the GCO percentage over the course of those five days. She was not



cross-examined on that explanation. In the circumstances, having regard to that evidence I would not find that the original Statement of Position was a holding position which should be held against Ms Chaudhri.

28 Nonetheless, the circumstances of this case do raise the question of whether in future parties should simply have one opportunity to file a Statement of Position in relation to multiplicity and not be permitted to modify their position thereafter. Such a course would reduce time and expense for all parties in the resolution of multiplicity disputes. It would avoid disputes, such as occurred here, as to whether a party has put forward a genuine position in a first Statement of Position. It would also avoid situations where parties do, in fact, use the first Statement of Position as a holding position, waiting, in effect, to see what the other party proposes before revealing their hand.

29 Mr Weatherlake also says that two aspects of the Chaudhri evidence are a departure from the revised Statement of Position and that Ms Chaudhri should not be permitted to rely upon them.

30 First, in this regard Mr Weatherlake says the revised Statement of Position says the proceeding will be funded 'from the financial resources available to Banton Group'. The evidence on which Ms Chaudhri relies demonstrates that Banton Group intends to fund the proceeding relying on a financing arrangement with a litigation funder. Mr Weatherlake says the evidence regarding that financing arrangement constitutes a change of position. I disagree. The financing arrangement is a financial resource available to the Banton Group. I am not satisfied there has been a relevant change in position.

31 Secondly, Mr Weatherlake says that in the revised Statement of Position the Banton Group litigation budget was set out. Mr Weatherlake says that references to a contingency amount in excess of this budget were not referred to in the revised Statement of Position and represent a change of position. Again, I disagree. Ms Banton has made clear in her evidence that her litigation budget is as indicated in the revised Statement of Position. The revised Statement of Position says that Banton Group has sufficient resources and willingness to support an increased budget, should



that be necessary and appropriate. There is no inconsistency or change of position between that statement and evidence regarding a contingency amount.

- 32 The preliminary matters which Mr Weatherlake raises do not impact on the resolution of the multiplicity issue.

Matters which are plainly neutral

- 33 There are two issues which the parties agree and I accept are neutral in any evaluation as between the Weatherlake proceeding and the Chaudhri proceeding. They are:

- (a) the state of preparation of the proceedings; and
- (b) the relief sought in the proceeding.

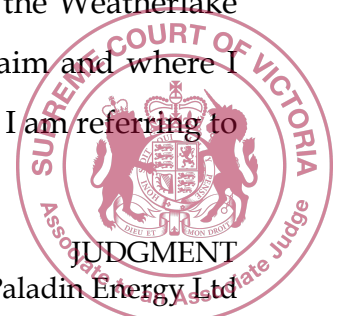
- 34 Mr Weatherlake says the issue of security for costs is in his favour. Ms Chaudhri says it is neutral. Paladin says it has no preference as between the two plaintiffs on this issue.

- 35 In the end, each of Slater and Gordon and Banton Group will have to provide security in whatever form and whatever amount is agreed or ordered. The upshot is that, subject to questions of the financial capacity of each law firm to provide security (which is discussed below in relation to funding), there is no relevant difference between the proposals for security and this factor is neutral.

Other neutral matters

- 36 Two other matters which Ms Chaudhri contends are in her favour, being the broader group membership associated with her claim and the nature and scope of her pleading, are, when properly analysed, also neutral.

- 37 Mr Weatherlake proposes an amended Statement of Claim in the event his proceeding is not stayed. Part of that proposed amendment expands the group and so leave is required. Paladin Energy does not oppose leave if the Weatherlake proceeding is not stayed. For the purposes of the discussion below where I refer to the Weatherlake pleading I am referring to the proposed amended Statement of Claim and where I refer to the composition of the group in the Weatherlake proceeding I am referring to the group as it will be if leave to amend is granted.

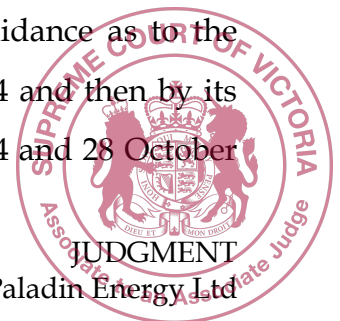


Group Membership

- 38 Both proceedings are open class representative proceedings over the same relevant period with largely the same group membership, being shareholders who acquired an interest in ordinary shares in Paladin Energy from 27 June 2024 to 25 March 2025.
- 39 The number of group members who have registered their interest in each proceeding is not a matter which weighs in the balance as between the two proceedings:
- (a) 587 group members have registered their interest in the Weatherlake Proceeding as at 5 September 2025; and
 - (b) 391 group members have registered their interest in the Chaudhri Proceeding as at 3 September 2025.
- 40 Ms Chaudhri contends that it is in her favour that her proceeding includes persons who entered into a contract, themselves, or by agent or trustee, to acquire long exposure to Paladin shares by entering into equity swap confirmations ('Equity Swap Group Members'). I disagree. There are arguments both ways on the inclusion of Equity Swap Group Members. It broadens the group but potentially increases the complexity and cost of the case. In determining whether the benefits, in terms of a broader group, outweigh the costs, in terms of potential increased complexity and cost, reasonable minds might differ. There is no a priori reason why such group members should be included in a shareholder claim. There is no hard and fast rule which suggest they should not be.
- 41 On the evidence before me this factor is neutral.

Nature and scope of the cause of action advanced (relevant case theories)

- 42 In truth there is very little between the way the two plaintiffs seek to advance their cases.
- 43 Both allege that Paladin Energy engaged in misleading and deceptive conduct, and breached its continuous disclosure obligations, when it issued guidance as to the production of uranium at the LH Mine in Namibia on 27 June 2024 and then by its subsequent statements to the market on 22 July 2024, 5 August 2024 and 28 October 2024.



2024 and finally by its revised guidance on 12 November 2024. As a consequence, it is alleged that group members suffered loss and damage. In both proceedings, the plaintiff seeks damages in respect of interests in shares acquired in the relevant period 27 June 2024 to 25 March 2025.

44 Ms Chaudhri, however, submits that three differences in the way she has framed her claim give her an advantage on this issue. Her pleading contains:

- (a) An allegation that Paladin Energy's announcement on 28 October 2024 relating to issues affecting the LH Mine amounted to a 'corrective disclosure';
- (b) Alleged misrepresentations made by Paladin Energy regarding remedial works to the LH Mine that portrayed an overly optimistic view of the mine's production capacity at the time the statements were made; and
- (c) An allegation that Paladin Energy's Revised Guidance for the 2025 financial year issued on 12 November 2024 was not prepared on reasonable assumptions and did not adequately account for the material risk that the mine's issues would affect production and therefore the reliability of the company's forecasts.

45 In relation to the first of these alleged advantages it is plain that the proposed Weatherlake pleading does allege that certain aspects of the 28 October 2024 announcement were misleading, what it does not do is plead in terms that the share price fell after that announcement. Mr Weatherlake submits that as the share price fall is only a matter going to quantification of loss, which will be the subject of evidence, this is not a material fact he needs to plead. I am not so sure that the share price fall only goes to quantification of loss. Having regard to s 677 of the *Corporations Act 2001* (Cth) it might also go to the materiality of some of the pleaded information. In the relevant portion of his pleading dealing with materiality Mr Weatherlake particularises the falls in share price on 12 November 2024 and 26 March 2025 but not the fall in October 2024. Be that as it may, both loss and materiality are pleaded and if there is any insufficiency in the way those allegations are particularised I am confident the Weatherlake practitioners will address it.



- 46 As to the other matters, I am not persuaded either of those matters substantively impact on the nature of the case which the plaintiff and group members advance.
- 47 The remedial works plea appears to be directed to a particular factual integer said to have impacted on the production at the LH mine. In circumstances where both parties plead in relation to the lower than expected production at the mine I am not persuaded that the separation of that particular integer into a separate plea makes terribly much difference when it comes to demonstrating causally related loss from the pleaded representations or information. Ms Chaudhri submits that the pleading of these matters might create a forensic advantage in relation to the breadth of discovery. It is not plain to me that they do.
- 48 Both Mr Weatherlake and Ms Chaudhri plead issues arising from the 12 November 2024 announcement to the ASX and what is called Nameplate production levels. Having regard to that overlap of approach, I am not satisfied the separate pleading which the Chaudhri pleading articulates in relation to the 12 November 2024 guidance is likely to have any substantial bearing on outcomes for the plaintiff or group members.
- 49 In any event, the practitioners in both proceedings accept that pleading amendments will likely be necessary through the course of the proceeding, particularly following receipt of discovery. This limits the impact that any differences in pleading may have on group members at this stage of the proceeding.
- 50 Having regard to the above matters, this factor is neutral.

Practitioners

- 51 This matter is relatively finely balanced:
- (a) both teams of practitioners have extensive class action experience and have achieved significant results on behalf of plaintiffs and group members;
 - (b) the Chaudhri practitioners have slightly more experience in litigation involving mining companies;



- (c) Slater and Gordon has somewhat more experience in shareholder class actions than Banton Group and its solicitor team, but this is somewhat diminished as a factor by the extensive experience of both of the counsel teams in shareholder actions;
- (d) the Banton Group team have more experience in trials than the Slater and Gordon team, but this is somewhat diminished as a factor by the experience of the counsel teams which both have extensive trial experience.

52 On balance, I think solicitor experience in shareholder class actions is slightly more important than experience with mining company litigation. A number of shareholder cases which have run to trial have successfully established breaches of continuous disclosure obligations or established misleading and deceptive conduct but have failed to establish causation or loss. On the face of it, this suggests that the ultimate success or failure for the plaintiff and group members in the present circumstances depends less on questions relating to the substantive industry of the defendant and more on issues relating to establishing causation and loss in shareholder class actions.

53 I am satisfied that Slater and Gordon is able to draw on a greater level of human resources and corporate knowledge when it comes to these proceedings.

54 Slater and Gordon have dedicated five solicitors to this group proceeding and more broadly have a class actions department that consists of 50 qualified lawyers, 18 of whom have experience in securities class actions, and 35 paralegals. This places Slater and Gordon at an advantage as they have a greater capacity to flexibly accommodate resourcing requirements, particularly during time-intensive periods of litigation. In addition, Slater and Gordon has access to dedicated Client and Engagement and Litigation Technology teams which provide services that ensure effective management of group proceedings.

55 Ms Chaudhri also has a team of five, comprising two partners, a senior associate, an associate and a legal projects manager.

56 I am satisfied Slater and Gordon have a greater capacity to scale up their team during periods of intensive workload and a greater capacity to deal with group member



enquiries and interactions, including during opt out, any class closure and in the lead up to any settlement approval.

57 Overall, then this factor favours the Weatherlake proceeding.

Funding and Legal Costs

GCO Rates

58 I have referred to the competing proposals for a GCO. The proposal of Ms Chaudhri plainly leaves more of any particular resolution sum for group members than the proposal advanced by Mr Weatherlake. This is a factor which weighs in favour of the Chaudhri proceeding.

59 However, the percentage difference in terms of returns to group members is modest. For any given resolution sum it is no more than 4.83% and for resolution sums exceeding \$60 million it is less.

60 The implicit assumption of a comparison of returns to group members at particular resolution sum levels is that both firms will achieve the same outcome in any resolution. For reasons I discuss below, in these proceedings and on the facts before me, I do not regard that assumption as necessarily a sound one.

61 Cheaper is not always better. Two factors in particular are strongly in favour of the Weatherlake proceeding:

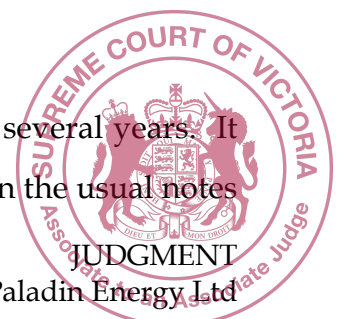
(a) the opacity of the funding arrangements for the Chaudhri proceeding; and

(b) the unrealistically low budget for the Chaudhri proceeding.

Financial Resources

62 The evidence included Slater and Gordon's audited financial statements for the 2024 financial year and draft financial statements for the 2025 financial year. I am satisfied that Slater and Gordon has the financial resources to run this proceeding under its proposed GCO.

63 Banton Group provided a single page of key financial metrics over several years. It did not provide audited accounts and the single page did not contain the usual notes



to accounts which would ordinarily be provided in a proper set of accounts. Senior Counsel for Ms Chaudhri accepted, and I am satisfied, that without the funding arrangement discussed below, Banton Group would not have the financial capacity to fund this proceeding off its own balance sheet or, at the very least, it could not do so without a significant strain on its financial resources.

64 Banton Group has arranged finance with a corporation named Equite Capital No. 7 Pte Ltd, a company registered in Singapore.

65 Equite Capital No. 7 Pte Ltd has \$100 SGD of paid up capital. It is wholly owned by a company registered in the British Virgin Islands, Bay Fortune Ltd. I have no evidence regarding Bay Fortune Ltd and in particular, no evidence regarding how it is funded.

66 Ms Chaudhri relied on an affidavit of Mr Paul Lindholm from what he described as the ILP Group. The affidavit describes the assets of the ILP Group comprising the amount the ILP Group has invested in proceedings currently before Australian courts and an amount of cash held on trust by Banton Group for litigation funding. The affidavit does not explain the nature of the arrangements between entities within the ILP Group and in particular does not describe in any way the relationship between the ILP Group and Bay Fortune Ltd or Equite Capital No. 7 Pte Ltd. At the risk of repetition, no evidence is provided as to the source of any funding for Bay Fortune Ltd or Equite Capital No. 7 Pte Ltd.

67 In submissions, Ms Chaudhri drew my attention to an article by Professor Vince Morabito, *Empirical perspectives on twenty one years of funded class actions in Australia*.⁵ That article identifies International Litigation Partners Pte Ltd as the entity which had funded 22 class actions in Australia to the end of 2022, being the second highest number after Omni Bridgeway Ltd in that period. I was also referred to a significant number of cases which reference a range of special purpose vehicles, some with the name International Litigation Partners No. ** Pte Ltd and some described as Equite Capital No. ** Pte Ltd. Mr Lindholm is associated with International Litigation Partners Pte Ltd and I am prepared to accept that those entities referred to in those

⁵ Vince Morabito, 'Empirical Perspectives on Twenty-One Years of Funded Class Actions in Australia' (2023) *SSRN Electronic Journal*.



judgments might be described as forming part of a broader ILP Group but on the evidence in this case I am left to speculate entirely as to how Equite Capital No. 7 Pte Ltd will be funded. Undertaking a class action on behalf of a plaintiff and group members is a serious thing and advancing the proposition in the context of a multiplicity dispute that one proceeding should be preferred to another is also a serious thing. It should not be a matter of speculation as to how it will be funded.

68 This is not the first time this issue has arisen for Banton Group, 'ILP Group' and Mr Lindholm. In *Lay v Nuix Ltd*⁶ Nicholls J described the evidence put forward by those entities as leaving 'significant gaps and opacities'⁷ and said:

If it be the case that the funding entities for this proceeding are in fact entitled to have recourse to the assets of the wider ILP group, then it was within the power of the funders to demonstrate that fact, including by filing evidence over which relevant claims to confidentiality might have been made. They did not do so. Much of the evidence about the proposed funding for the proceeding in effect asked the court to take on trust, the detail of the arrangements. In circumstances where a party is seeking to succeed in a carriage contest by persuading the court to make a Group Costs Order to allow it to conduct the proceedings, the Court is entitled, in looking to protect the interests of group members, to expect that funding parties will make clear the critical elements of their funding model. This is particularly so where, as in this case, the resourcing of the proceedings was squarely in issue.⁸

69 Those comments apply here.

70 On its own this factor would likely be disentitling for the Chaudhri proceeding but the budget estimate provided by Ms Banton for the proceeding is another factor which weighs heavily in the balance on the resolution of the multiplicity issue.

Litigation budgets and their implications

71 The evidence on this issue is confidential because of the advantage it might confer on the defendant to know the plaintiffs' budgets. Having regard to that evidence, I am satisfied that the budget estimate provided by Ms Banton for the proceeding is unrealistically low and based on assumptions which are not reasonable. In particular, and without descending to confidential detail, I am not satisfied that the budget adequately provides for the likely level of interlocutory disputation in a proceeding

⁶ (2022) 167 ACSR 27.

⁷ Ibid [85].

⁸ Ibid [86].



such as this, I am concerned that it provides an unrealistically low budget in relation to discovery and I regard the proposed level of evidence preparation as representing an overly optimistic estimate if the case is to be prepared properly.

72 At first impression this might seem not to impact adversely on the group members given my preparedness to make a GCO. Under a GCO, to the extent that Banton Group exceeds its budget it simply eats in to any profit margin it might have, indeed this is one of the advantages of a GCO. However, an unrealistically low budget in my view carries serious risks for the plaintiff and the group members.

73 A litigation budget is, at its base, a statement of intent about the resources which will be devoted to the proceeding by the law firm. Here the proposed budgets which Banton Group and Slater and Gordon have prepared differ significantly. That difference is not significant in relation to the amount which it is anticipated will be spent on counsel. There is a considerable difference in the amount proposed to be spent on experts. However, the starkest difference is in the anticipated professional fees of each firm. Banton Group estimate professional fees which are just over 54% of the Slater and Gordon estimate. Once account is taken of the fact that Banton Group's hourly rates are generally higher than Slater and Gordon's it is plain that Banton Group intends to run the Chaudhri proceeding doing significantly less than 50% of the work which Slater and Gordon intends to undertake. I regard Slater and Gordon's budget as a more reasonable estimate of likely expenditure, although having regard to the evidence provided of other amounts incurred in other proceedings even that budget is, in my view, likely to be at the lower end of likely expenditure on a case such as this.

74 Ms Chaudhri submits that Ms Banton in her affidavit material has stated her assumptions in relation to the budget and if those assumptions prove not to be true then the budget will be exceeded. In this respect Ms Chaudhri points to the contingency amount for cost overruns. There are two points which may be made regarding that submission.

75 First, as indicated above, a budget is a statement of intent. Experience suggests that when a budget is set people work towards it. When the budget is exceeded people find ways to economise. Even if there is a contingency for budget overruns, a budget



which is set too low runs the risk of compromised decision making in the course of the litigation.

76 Secondly, I am satisfied that once regard is had to the generally higher rates which Banton Group use in its budget, even taking account of the contingency amount, the resources which would be devoted by Banton Group to the proceeding are significantly below those which Slater and Gordon budgets. In other words, Banton Group will only devote the same resources to the proceeding as Slater and Gordon budgets if it substantially exceeds both its budget and the contingency amount.

77 Settlement and judgment outcomes in litigation depend to some extent, possibly to a large extent, on the quality and quantity of work performed by legal practitioners. Though it is by no means a universal rule, sometimes the quantity of work performed influences its quality. This is, of course, not to say more hours are always better. Nor is it to say practitioners should not strive for efficiencies in the way they conduct litigation. Unnecessary time and expense should always be avoided. In this case however, I am concerned that the levels of work for which the Banton Group has budgeted might, I stress might, adversely impact on settlement and judgment outcomes, at least to the extent of overcoming any differential in the proposed GCO rates.

Conclusion

78 Overall, I am satisfied that having regard to the various factors above the appropriate resolution of the multiplicity issue is that the Chaudhri proceeding should be stayed and the Weatherlake proceeding should proceed.

79 As I have indicated above, a GCO in the terms sought by Mr Weatherlake should be made.

80 In accordance with the approach adopted by Delany J in *Lidgett & Anor v Downer EDI Ltd*⁹ I will order that Mr Weatherlake bear his own costs of the GCO and reserve his costs in relation to the multiplicity issues. Paladin Energy should have its costs of the

⁹ [2023] VSC 574 [149] – [150].



GCO applications and multiplicity issues in both proceedings reserved as costs in the Weatherlake proceeding. Ms Chaudhri should bear her own costs.

CERTIFICATE

I certify that the 17 pages are a true copy of the reasons for ruling of the Honourable Justice Watson of the Supreme Court of Victoria delivered on 28 October 2025.

DATED this twenty-eighth day of October 2025.

