

Road Traffic Injury

Analysis of Law Partners itemised bill

This short analysis of the Law Partners itemised bill as a part of the problem of exaggerated legal fees.

Itemised bill has 33 items. I checked all items one by one to see what they are really charging for. The analysis is based on the information that I have. If I find any additional information, I will update this fee analysis. These fees seem exorbitant, and it feels like a part of an unlawful practice (scam is another word that comes to my mind but may not be fit for a legal document). I will write additional information about the pain and suffering it caused me. However, for this I will need help from a psychologist and other supporting people.

Gillian Potts was the solicitor representing me from Law Partners. Most of the communications were with her and only some with her assistants.

Law Partners sent me grossly exaggerated bill for their legal fees of \$143,539. After detailed analysis I think it should be **\$3,619**. This is my opinion and someone might think that Law Partners did more, maybe even twice more, maybe even up to \$7,000. However, this does not explain why Law Partners exaggerated fees so high and using method where it does not meet even simple check. I believe greed was not only reason. This will was sent together with an email that demanded me to accept it if I wanted to go forward with my personal injury claim. So, going forward with my claim against QBE would become so expense that I could not afford it. Going forward could expose lies by QBE and misconduct by Law Partners and I believe that was secondary reason for such significantly exaggerated fees.

I do not dispute disbursements for medical reports, I still removed additional fees introduced by adding additional sums to disbursements (mathematical errors). Disbursements are \$4,958.21. I have not included barrister fees, which seems to be exaggerated same way, but I had no chance to go through them yet.

Summary

Table is based only on primary code, while many items have secondary code to help to provide better explanation how billed sum is exaggerated and why adjusted sum is more appropriate.

| Code | Charge | Corrected | Explanation |
|---------|------------|-----------|---|
| no work | \$75,640 | \$2,030 | Charged for the items where basically no work was done |
| dup | \$25,010 | 0 | Charge for all phone calls and emails twice: as part of other items and additionally individually just calls or correspondence, even if by the contract they were already covered by other items and should not be charged additionally (items: 1, 2, 3, 5) |
| adm | \$27,900 | \$1,100 | Charged for administrative tasks like forwarding some information, for example appointment date. |
| others | \$1940 | \$140 | Few smaller items. |
| | \$3,210.01 | \$0 | They made 2 mathematical errors and charged extra. |

| | In Bill | Corrected |
|-------|-----------|----------------|
| Sum | \$130,490 | \$3,290 |
| GST | \$13,049 | \$329 |
| Total | \$143,539 | \$3,619 |

The corrections in bill were made based on the data I had. I removed charges for non-existing items (no work was done) and duplicates. In some cases I removed only part of the items as some of them consist of several parts and for some parts some work has been done. Then I removed additional fees cause by mathematical errors. Finally, I adjusted the charges for remaining items or part of the items where work was done so bad that you cannot expect to charge for it or it was much simpler type of work than described in the bill and does not match contract.

Format

Text formatting:

- Keeping it as a table was not practical. I arranged as text, but kept the same flow of items, just numbered them.
- ***bold italic*** - title of item from Law Partners bill or contract.
- *italic* - text from Law Partners itemised bill or contract

I used codes described in the supreme court cost assessment. However, codes are only suggestions and they do not even have a code for no work done. So, I added few: no work, provided and failure. I also slightly adjusted usage of others. These were the codes I used:

no work

no work done by Law Partners.

dup

duplicate of the charge. The work for this item is already being charged as part of another item.

adm

Law Partners performed only a simple administrative task, but charged as if they did a complex legal task, that actually was never done. It was only a small portion of the task that they were meant to do.

provided

Law Partners claim that they calculated, located or estimated some sum or information, while it actually was provided to them.

int

there was no reason to organise an internal conference. All Law Partners meetings were internal conferences, I never met anyone representing QBE.

fax

I used it for non identified office tasks like potentially making copies. Law Partners did not specify the reason for the charge.

failure

When work was performed so badly as it is equivalent to almost no work or even worse causing more harm than if it was not done at all.

Some bill items fit more than one criteria. In this case I listed the main code and supplementary code.

All sums are calculated in a separate spreadsheet. It also includes information about the codes.

One item description

Item N - I numbered items in the bill from 1 to 33. Fee code from contract: *code letter*

Description: *Title from bill text from bill*

Bill Amount: *Sum in AUD charged by Law Partners*

Corrected Amount: **Amount I think is appropriate based on their work done**

Code letter - from contract: Item title from contract. Description from contract.

Analysis: Analysis of work done by Law Partners.

Itemised bill analysis

Table

1

Item 1. Fee code from contract: *B*

Description: *Telephone Attendances (10 @ \$50.00)*

To/From Client: 30/05/18, 14/06/18, 27/09/18, 12/03/19, 3/05/19, 29/10/19, 30/10/19, 4/02/20, 8/05/20 (x2)

Bill Amount: **500.00**

Corrected Amount: **0**

B - from contract: Telephone attendance. Each telephone attendance not directly related to other items in this schedule.

Analysis: Dr Stonis calls history.

| Date | Duration | Type |
|------------|----------|-----------------|
| 2018-05-30 | | no record found |
| 2018-06-14 | | no record found |
| 2018-09-27 | 38s | Outgoing |
| 2019-03-12 | 6m 17s | Outgoing |
| 2019-05-03 | 6m 29s | Outgoing |
| 2019-10-29 | 4m 0s | Outgoing |
| 2019-10-30 | 1m 34s | Outgoing |
| 2020-02-04 | 5m 34s | Outgoing |
| 2020-05-08 | 1m 23s | Outgoing |

Total 25m 55s.

1. All calls are directly related to other items and should not be duplicated here.

2. There is only 1 call in call history on 2020-05-08.

2

Item 2. Fee code from contract (text see 1): **B**

Description: **Telephone Attendances (10 @ \$50.00)**

To/From third parties: 26/04/18, 30/05/18, 18/07/18, 23/07/18, 15/08/18, 26/11/18, 10/01/19, 25/10/19, 13/11/19, 7/01/20

Bill Amount: **500.00**

Corrected Amount: **0**

Analysis:

1. There are no records of these calls being made.
2. All Law Partners activities related to the claim are covered by other items. If some calls were made they should be covered by other items from the fees list.

3

Item 3. Fee code from contract (text see 1): **B**

Description: **Telephone Attendances (5 @ \$50.00)**

To/From McInnes Wilson Lawyers: 29/1/20 (x2), 17/03/20, 6/05/20 (x2)

Bill Amount: **250.00**

Corrected Amount: **0**

Analysis:

1. There are no records of these calls being made.
2. All Law Partners activities related to the claim are covered by other items. If some calls were made they should be covered by other items from the fees list.

4

Item 4. Fee code from contract: **F**

Description: **Centrelink (Repayment) Estimate (1 @ \$90.00): 22/10/19**

Bill Amount: **90.00**

Corrected Amount: **10.00**

F - from contract: **Centrelink (repayment estimate)**. All activities required to obtain repayment / payback estimate from Centrelink (including, for example, correspondence, completion of estimate forms, telephone attendances and advice to you).

Analysis:

1. The estimate and amount received was provided to Gillian Potts.
2. There is no record of any estimate done by Potts.

5

Item 5. Fee code from contract: **G**

Description: **General Correspondence: (132 @ \$180.00): To/from Client:** 16/04/18, 28/04/18, 1/05/18, 7/05/18, 10/05/18, 15/5/18 (x2), 30/05/18, 6/06/18, 11/06/18, 14/06/18, 17/06/18, 18/06/18, 5/07/18, 9/07/18, 10/07/18, 18/07/18 (x2), 19/07/18, 26/07/18, 3/8/18 (x2), 4/09/18 (x2), 2/10/18, 4/10/18, 11/10/18, 26/11/18, 29/11/18, 17/12/18, 8/01/19, 17/01/19, 9/03/19, 12/03/19, 16/03/19 (x2), 18/03/19, 25/03/19, 28/03/19, 3/04/19 (x2), 17/04/19 (x2), 18/04/18 (x4), 21/04/19, 22/04/19(x2), 23/04/19, 24/04/19, 28/04/19, 29/04/19 (x5), 30/04/19 (x4), 2/05/19, 22/05/19 (x2), 8/07/19, 9/07/19 (x3), 11/07/19, 18/07/19 (x2), 20/08/19, 26/08/19, 25/09/19, 30/809/19, 1/10/19 (x2), 2/10/19 (x2), 3/10/19 (x2), 4/10/19, 8/10/19, 14/10/19, 17/10/19, 24/10/19 (x2), 27/10/19, 25/10/19, 27/10/19 (x2), 28/10/19, 29/10/19 (x2), 30/10/19, 4/11/19, 6/11/19, 9/12/19, 17/12/19, 19/12/19 (x2), 26/12/19, 8/01/20, 9/01/20, 20/01/20, 4/02/20, 5/02/20, 2/03/20, 3/03/20, 17/03/20, 18/03/20, 20/03/20, 14/04/20, 23/04/20 (x2), 24/04/20, 28/04/20 (x2), 29/04/20 (x2), 6/05/20 (x3), 7/05/20 (x3), 8/05/20 (x3), 11/05/20

Bill Amount: **23,760.00**

Corrected Amount: **0.00**

G - from contract: **General correspondence.** Drafting, reviewing and finalising each general incoming and outgoing correspondence not directly related to other items in this schedule.

Analysis: Dr Stonis email history.

Sent, Received

Analysis of Law Partners itemised bill - Road Traffic Injury

| Date | Sent / Received | Brief description | Related item | Fee based on the contract |
|---|------------------------|---|---|----------------------------------|
| 2018-04-16 | - | there were no emails on this day | | 0 |
| 2018-04-28 | Sent | Short list of injuries for Alfonsas Stonis case | Intended for items 30 and 33. Law Partners did not pass this information to MAS or doctors. | 0 |
| 2018-05-07 (2018-05-01?) | not found | Potts asking for a list of treating doctors | Item 9 | 0 |
| 2018-05-10 | Sent | Email with Steve Sutton contacts and suggesting that Sutton can write a report. | Item 17 | 0 |
| 2018-05-15 08:32 | Received | Confirmation that Steve Sutton contacts received, but she will ask only for the clinical notes. | Item 17 | 0 |
| 2018-05-15 17:54 | Sent | Signed Authority to Release Information. | Items 4, 8, 9 | 0 |
| 2018-05-31 | Received | Note about an appointment with Potts and Pryde. | Item 25 | 0 |
| 2018-06-05 2018-06-06 | Sent | Filled Medicare service forms and unanswered question about it. | Item 8 | 0 |
| 2018-06-11 | Sent | List of household tasks Juste helps me with. | Items 18, 28, 33. Law Partners did not pass this information to MAS or doctors. | 0 |
| 2018-06-14 | Received | Request for information about loss of income. | Item 18. | 0 |
| 2018-06-17 | Sent | Question about medical dental treatment and information about effects on drop of hygiene. | Intended for items 27, 28, 32, 33. Low partners did not create following items and failed to include in others. | 0 |
| 2018-06-18 | Received | Short reply to question about medical dental treatment to keep records. | Intended for items 27, 28, 32, 33. Low partners did not create following items and failed to include in others. | 0 |
| 2018-07-05 (duplicate on 2018-07-10) | Received | Note about appointment with Dr Khan. | Item 33. | 0 |
| 2018-07-09 | - | there were no emails on this day | | 0 |

Analysis of Law Partners itemised bill - Road Traffic Injury

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|--|-------------------|---|---|---|
| 2018-07-10 (duplicate of 2018-07-05) | Received | Note about appointment with Dr Khan. | Item 33. | 0 |
| 2018-07-18 | Sent, Received | Notice and reply about travelling overseas for a month. | It does not require actions listed in contract (drafting, reviewing and finalising). | 0 |
| 2018-07-19 | - | there were no emails on this day | | 0 |
| 2018-07-26 | - | there were no emails on this day | | 0 |
| 2018-08-03 | Sent, Received | Question: should psychologist Sutton send his clinical notes to QBE. Answer: Potts will have a look at it. | Item 17 | 0 |
| 2018-09-04 | Sent, Received | Simple question about including dental treatment in economic loss. Answer: to provide more info and if there was damage sustained during the injury. | Items 18, 32. It was not included in one and another was not prepared. This also was a simple question, that did not require actions listed for G category. | 0 |
| 2018-10-02 (2018-07-05, 2018-07-10) | Received | Time change for appointment with Dr Khan | Item 33 | 0 |
| 2018-10-04 | - | there were no emails on this day | | 0 |
| 2018-10-11 (2018-07-05, 2018-07-10, 2018-10-02) | Sent | Reply to time change for appointment with Dr Khan | Item 33 | 0 |
| 2018-11-26 | Received | Asking for contacts supplied on 2018-09-04. | Intended for items 18, 27, 28, 32, 33. Low partners did not create following items and failed to include in others. | 0 |
| 2018-11-29 | Sent | Re to 2018-11-26. Info on dental treatment. | Intended for items 18, 27, 28, 32, 33. Low partners did not create following items and failed to include in others. | 0 |
| 2018-12-17 | - | there were no emails on this day | | 0 |
| 2019-01-08 | Received | Letter from Pryde saying that he had a look at clinical notes and Dr Khan report. | Items 17, 25, 33 | 0 |

Analysis of Law Partners itemised bill - Road Traffic Injury

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| 2019-01-17 (email date 2019-01-14) | Received | Note about appointment with Dr Roberts. | Item 33 | 0 |
| 2019-03-09 | Sent | Medicare form. | Item 8. | 0 |
| 2019-03-12 | Received | Re Medicare form. | Item 8. | 0 |
| 2019-03-16 | Sent, Received | List of GP visited before injury and confirmation of email received. | Item 8, 9. | 0 |
| 2019-03-18 | Sent | Informing about upcoming travel overseas. | It does not require actions listed in contract (drafting, reviewing and finalising). | 0 |
| 2019-03-25 | - | Appointment notification, same notification on 2019-04-03. | Item 27. | 0 |
| 2019-03-28 | Received | Copy of Dr Roberts report. | Item 33. | 0 |
| 2019-04-03 (x2) | Received | Confirmation of appointment. The whole content in both emails: "Thank you I have received it. I will be there." and "Thank you for confirming you will be attending the conference with myself and Mr Pryde on 16 April 2019. We look forward to seeing you." | Item 27. | 0 |
| 2019-04-17 (x2) | Sent | Suggestion to get a report from SS instead of notes. Confirmation that Law Partners want only notes. | Item 9. | 0 |
| 2019-04-18 (x3 and one on 2019-04-21) | Received, Sent | Request of information for statement and information was provided. | Item 24. | 0 |
| 2019-04-21 | Received | Out of office - autoreply to cc. | | 0 |
| 2019-04-22 (x2) | Sent | Information for the statement. | Item 24. | 0 |
| 2019-04-23 | Sent | Information for the statement about the project before the injury. | Item 24. | 0 |
| 2019-04-23 | Sent | Information for the statement about the project before the injury. | Item 24. | 0 |
| 2019-04-24 | Sent | Information for the statement that I cannot get a statement from the recruiter I have met before the injury | Item 24. | 0 |
| 2019-04-28 | Sent | CV to add to the statement. | Item 24. | 0 |
| 2019-04-29 (x2) | Sent | CV to add to the statement. Forgot to attach file in previous email. | Item 24. | 0 |

Analysis of Law Partners itemised bill - Road Traffic Injury

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| 2019-04-29 (x2) | Received and Sent | Juste statement. | Item 21. | 0 |
| 2019-04-29 | Received | Claimant statement. | Item 24. | 0 |
| 2019-04-30 (x4) | Sent and Received | Claimant statement including confirmation that statement received. This is trivial communication, sending a draft statement and getting it back signed. Law Partners together with previous emails include it 6 times. | Item 24. | 0 |
| 2019-05-02 | Sent | Unanswered question about medicare. | No work done (item 8). | 0 |
| 2019-05-02 (x2) | Sent and received | Notification of going overseas and a question about next events. Reply, that application for Medical Assessment Services (MAS) has been submitted and they will make an appointment for assessment. | Item 28. | 0 |
| 2019-07-08, 2019-07-09 (x3), 2017-07-11, 2019-08-20, 2019-08-26 | Received and sent. | 5 emails of notification of MAS appointment with one change of the appointment date. | Item 28. | 0 |
| 2019-09-25 | - | There were no emails on this day. Might be a duplicate of email on 2019-09-30. | | 0 |
| 2019-09-30 | Received | Notification of appointment on 2019-10-22. | | 0 |
| 2019-10-01 | - | There is only one email this day. There is an out of office autoreply to CC the next day. Maybe they are charging for it. | | 0 |
| 2019-10-01, 2019-10-02 (x2), 2019-10-03 (x2), 2019-10-04 | Sent, Received. | Asking for review of assessment with indication of errors in it. Potts mostly ignored emails and did nothing. She replied once and wrote that she is out of office and will try to give a call but will discuss it in person on 22 October. | Items 28, 29. | 0 |
| 2019-10-08 | - | No emails on this day. | | 0 |
| 2019-10-14 | Sent | Centrelink payments. | Item 4. | 0 |
| 2019-10-17 | Sent | List of errors in medical assessment. | Items 28, 29. | 0 |
| 2019-10-24 (x2) | Sent, received | Asking confirmation on the deadline to appeal to MAS assessment. Reply confirming the appeal deadline and that | Items 28, 29. | 0 |

Analysis of Law Partners itemised bill - Road Traffic Injury

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|-----------------|----------------|--|--|---|
| | | there are grounds to appeal. | | |
| 2019-10-27 | Sent | Confirming request to appeal MAS assessment and update on current treatment. | Items 28, 29. | 0 |
| 2019-10-25 | Received | Request for copies of tax returns, passport and Axe Group payslips. This information was already provided previously in a bundle of the documents at the start of claim with Law Partners. | Item 18. | 0 |
| 2019-10-27 (x2) | Sent | Passport copies and communication about one project for Dr Stonis statement. | Items 24. | 0 |
| 2019-10-28 | Sent | Copies of income tax assessment. This information was already provided previously in a bundle of the documents at the start of claim with Law Partners. | Items 18. | 0 |
| 2019-10-29 (x2) | Sent | Tax assessments and Axe group payslips. This information was already provided previously in a bundle of the documents at the start of claim with Law Partners. | Items 18. | 0 |
| 2019-10-30 | Received | Confirmation that application for MAS review was sent. | Item 29. | 0 |
| 2019-11-04 | Received | Paper notification of appointment with Moodley. | Item 19. | 0 |
| 2019-11-06 | Received | Email (copy) notification of appointment with Moodley. | Item 19. | 0 |
| 2019-12-09 | Received | Forwarded letter from barrister about MAS review application and Mr Sutton report. | Items 16, 29. | 0 |
| 2019-12-17 | Sent | Notification of Traumatic Clinic program treatment times. | Was not used. Should have been part of the claim (items 24). | 0 |
| 2019-12-19 (x2) | Sent, received | Question about and notification of Christmas break dates. | Simple question about Christmas break dates. Should not be charged (items 26). | 0 |
| 2019-12-26 | Sent | Ignored question about Moodley appointment. | Should not be charged as was ignored and no work done. Also, even if it would be replied to it is already charged by | 0 |

Analysis of Law Partners itemised bill - Road Traffic Injury

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|---------------------|----------------|---|---|---|
| | | | item 19. | |
| 2020-01-08 | Sent | Confirmation of date and time for next appointment with Potts. | Item 11. | 0 |
| 2020-01-09 | Received | Confirmation of date and time for next appointment with Potts. | Items 11. | 0 |
| 2020-01-20 | Received | Update on Moodley appointment date. | Items 19. | 0 |
| 2020-02-04 | Sent | Question about Medicare history form. | Item 8. | 0 |
| 2020-02-05 | Received | Reply about Medicare history form. | Item 8. | 0 |
| 2020-03-02 | Sent | Question if I need to bring X-ray images as requested for psychologist Moodley. | Item 19. | 0 |
| 2020-03-03 | Received | Reply if I need to bring X-ray images as requested for psychologist Moodley. | Item 19. | 0 |
| 2020-03-17 | Received | Appointment with Potts and Pryde. | Items 26. | 0 |
| 2020-03-18 | Sent | Sent a report from a specialist about tinnitus that is caused by injury. Ignored by Potts. | Ignored (should have been part of item 24). | 0 |
| 2020-03-20 | Sent | Information about my minimum requirement and request to go to court if the offer is not accepted. Also request to provide MAS appeal information, that I have requested before. | Item 26. | 0 |
| 2020-04-14 | Received | Repeat of previous discussion and confirmation that QBE rejected my offer. Request to sign new contract removing Law Partners %30 fees cap. | Items 26. | 0 |
| 2020-04-23 (x2) | Received, sent | Rae sent a reminder of a previous email. I reminded her that I asked for MAS appeal information several times and still did not get it. | Items 26, 29. | 0 |
| 2020-04-24 | Received | Rae sent a MAS appeal reply. | Items 29. | 0 |
| 2020-04-28 (x2)/td> | Sent, received | I wrote to Potts to inform that my GP got a medical report that might be from QBE psychologist Moodley. Potts wrote back that she has this report. | Item 19. | 0 |
| 2020-04-29 (x2) | Sent, received | I asked Potts to send the report to me and she sent it. | Items 19. | 0 |

Analysis of Law Partners itemised bill - Road Traffic Injury

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| 2020-05-06 (x3) | Sent, received. | I sent a list of factual errors in the Moodley report. Potts ignored it and repeated her pressure to settle. I asked for Mr Sutton's report that has not been provided previously. | Items 19, 12, 16. | 0 |
| 2020-05-07 (x3) | Sent, received | My request for information of requested legal fees. Rae replied to the request for Mr Sutton notes and report. Rae sent additional forms for Medicare history | billing, Items 16, 17, 8. | 0 |
| 2020-05-08 (x3) | Sent, received | After strong objection by Pryde I wrote to Potts confirming that I will not request raw data from the Moodley test to prove that she has forged results, as Pryde convinced that they will not send it anyway. | Items 19. | 0 |
| 2020-05-11 | Sent, received | Request for itemised bill and reply without it. | Items 28, 29. | 0 |

Total \$0.

Analysis: I had a look at all general communication items. None of them should have been charge based on the contract:

1. 7 have no correspondence;
2. More than 20 communications were just notifications of appointment, for notification of appointment with Dr Khan they charge 4 times, for one MAS appointment 9 emails in total
3. 2 Out of office - auto-reply.
4. The rest are part of tasks performed for other items.
5. I had a look at 34 general communication items: **7 have no correspondence, 6 were just notifications of appointments, for notification of one appointment with Dr Khan they charge 4 times.** None of them should have been charged based on the contract.
6. There were items like reminding about missing attachment to email, extra 2 items charged.

6

Item 6. Fee code from contract (text see 5): **G**

Description: **General Correspondence** (53 @ \$180.00) To/From QBE Insurance/ McInnes Wilson Lawyers: 3/04/18, 28/03/18, 16/04/18, 30/04/18 (x3), 22/05/18, 7/06/18 (x2), 5/02/19, 11/06/19 (x2), 14/06/18 (x2), 23/06/18, 25/06/18, 26/06/18 (x3), 27/06/18, 10/07/18, 13/07/18, 26/07/18, 2/08/18, 17/08/18 (x2), 16/10/18, 24/10/18,14/11/18, 9/01/19, 4/02/19, 5/02/19, 29/03/19, 21/03/19, 30/04/19, 13/06/19, 24/09/19 (x2), 25/09/19 (x2), 23/10/19 (x2), 24/10/19, 31/10/19, 1/11/19, 5/11/19, 9/12/19, 17/12/19, 14/01/20 (x2), 15/01/20 (x2), 29/01/20, 19/03/20.

Bill Amount: **9,540.00**

Corrected Amount: **0**

Analysis: either there is no trace of correspondence at given dates or they are part of other items already listed in the bill.

From the little correspondence that is included in the file I find out that QBE early on sent a list of questions related to my injury. That would have provided a clear view of what information is needed by QBE. That would have helped me to understand what is needed and would reduce some stress and uncertainty. However, Law Partners withheld this information, and instead time after time requested only parts of it, often giving me very strict deadlines. Law Partners being in the middle prevented me from receiving the required information and added more stress.

7

Item **7**. Fee code from contract: **G**

Description: **General Correspondence** (2 @ \$180.00) To/From Third Parties: 10/07/18, 16/07/18.

Bill Amount: **360.00**

Corrected Amount: **0**

G - from contract: **General correspondence. Drafting, reviewing and finalising each general incoming and outgoing correspondence not directly related to other items in this schedule.**

Analysis: there is no trace of correspondence at given dates.

8

Item **8**. Fee code from contract: **H**

Description: **Medicare/Private Health Insurance** (4 @ \$250.00) - 17/04/18; 20/02/19, 24/10/19, 6/05/20

Bill Amount: **1000.00**

Corrected Amount: **250**

H - from contract: **Medicare / private health insurance. All activities required to obtain a valid notice of past benefits from Medicare or a private health insurer (including, for example, requesting a Medicare History Statement or a Benefit / Claim History Statement, drafting and forwarding correspondence to you enclosing relevant forms and correspondence, forwarding completed Medicare History Statement, Compensation Statutory Declaration and any other related documents to Medicare or private health insurer, diarising relevant dates to complete and requesting and extension from Medicare if required).**

Analysis: I had no private insurance, only Medicare. There was no Medicare related correspondence on 2019-10-24. All Law Partners did was to forward a few Medicare forms. They did not keep any history of doctor appointments related to Medicare. Because Law Partners refused to complete the claim going to MAS assessment, they did only part of documentation for Medicare. The very limited information Law Partners provided about the link between Medicare and insurance claim did not let me properly provide information to Medicare, this caused me to do extra work on my own to fix it.

9

Item **9**. Fee code from contract: **K**

Description: ***Perusal of Defendant's Medical Reports (Treating Reports) (13 @ \$290.00):***

- *Ambulance Report (30/03/15)*
- *RPA Hospital (ED clinical record) (30/03/15)*
- *Dr E Lazarus (CT brain) (2/04/15)*
- *Dr S. Tjandra (GP management plan) (28/04/15)*
- *J. Dua, psychologist (28/09/15)*
- *Joyce Chiu (Psychological management plan) (2/11/15)*
- *Dr S. Breit (4/02/16)*
- *Dr C. Hiew (L foot x-ray) (24/10/15)*
- *Dr S. Breit (9/06/16)*
- *Dr R. Lim (R knee x-ray) (14/02/17)*
- *Dr R. Lim (R knee ultrasound) (21/02/17) - -Dr K-C. Ho (R knee MRI) (2/03/17)*
- *Dr J. Wenderoth (cervical / thoracic CT) (26/03/18)*

Bill Amount: **3,770.00**

Corrected Amount: **290**

K - from contract: ***Perusal of defendant's or proposed defendant's medical report (treating report)***. All activities required to peruse, analyse and review a medical report served by a defendant or a proposed defendant by a treatment provider (including, for example, analysis of medical report, considering impact on the claim / case and suitability of re-service upon defendant or proposed defendant and provision of summary and advice upon you).

Analysis: Out of 13 listed objects only 2 have been acquired by Law Partners: ED clinical notes and Foster Practice Group P/L (Dr S. Tjandra clinical notes). The rest of the documents have been mostly provided as a bundle at the start of Law Partners involvement. None of the documents were given proper attention as for example psychological management plan had diagnosis of PTSD that was and still is the main problem. However, Law Partners did not mention it anywhere. There were 2 options:

- they never opened or looked at it. In that case it is complete negligence and they should not charge for it.
- they read that I have PTSD and intentionally withheld that information from MAS. That is professional misconduct, but in either way they should not charge for it.

For all the reports related to physical injury (and they all were just a few lines) Law Partners from the start told that they will not give it any attention as according to them it will not pass the 10% whole person impairment threshold.

10

Item **10**. Fee code from contract: **T**

Description: ***Conference with Client (2018-04-10)***.

Bill Amount: **450.00**

Corrected Amount: **0**

T - from contract: **Conference with client/s and/or other person /s.** A conference with you and/or other person /s to discuss files, including diarising follow-up action, and not directly falling within any other item in this schedule.

Analysis: Potts said that she does not bill for signing the contract. She also said that they do not charge for first consultation. Even if it was only about their contract and very little information was given. Later it all proved to be false.

11

Item **11.** Fee code from contract (text see 10): *T*

Description: **Conference with Client (2020-01-29).**

Bill Amount: **450.00**

Corrected Amount: **50**

Analysis: Inflating the fees was the only reason Potts organised this meeting. I expressed my instructions to go to an independent assessment during the previous meeting. I was under the impression that this meeting is to sign some papers. It was not required previously, but I do not know the procedure.

12

Item **12.** Fee code from contract (text see 10): *T*

Description: **Conference with Client (2020-05-06).**

Bill Amount: **450.00**

Corrected Amount: **50**

Analysis: The purpose for this conference was to discuss the Moodley report and the enormous number of errors in it. Potts organised a conference over Zoom. However, neither she or Pryde ever used or tested it. They joined late and could not solve technical problems. Pryde never had sound working. After more than hour Pryde made a phone call, but he refused to discuss Moodley report, instead verbally abused me calling me a layer and saying that Moodley is undisputed expert and if she says that if Moodley wrote that my girlfriend before the injury was deliver food every day for me to eat between continents that must be true. It is absurd that I should pay anything for what was essentially abuse and attempts to manipulate.

13

Item **13.** Fee code from contract: *U*

Description: **Sundry items.**

Bill Amount: **500.00**

Corrected Amount: **50**

U - from contract: **Sundry items.** Costs of all items for photocopying, faxes, printing costs, postage costs,

and all other related administrative costs associated with running your file.

Analysis: All communications were electronic. With the exception of the first folder that they received in paper format as well. At the start Potts gave me a present of one A4 paper and a few envelopes. Similar ones that were given away for free and at the production cost of a few dollars. They also sent the Pryde contract and a few notes of appointments in paper version. I would have appreciated the electronic version more.

14

Item **14**. Fee code from contract: **V**

Description: **File Review - QBE file.**

Bill Amount: **500.00**

Corrected Amount: **50**

V - from contract: **File review.** *All activities required to perform a review, analysis and consideration of material on file (including, for example, review of any associated workers compensation file and considering further action to be taken subsequent to review).*

Analysis: There is no QBE file or anything like this. Just in case, allow \$50.

15

Item **15**. Fee code from contract: **W**

Description: **Centrelink (investigation).**

Bill Amount: **550.00**

Corrected Amount: **50**

U - from contract: **Centrelink (investigation).** *All activities relevant to obtaining, analysing and reviewing information from Centrelink (including, for example, medical reports, payment schedules, application forms, review forms, medical certificates, and entire Centrelink file).*

Analysis: There was no investigation. The Centrelink payment summary was provided by the client.

16

Item **16**. Fee code from contract: **KI**

Description: **Medical investigation (report) - Mr Stephen Sutton – 2019-11-16.**

Bill Amount: **980.00**

Corrected Amount: **50**

KI - from contract: **Medical investigation (report).** *All activities required to request, obtain, analyse and review a report from a treating doctor, physiotherapist, chiropractor or other treatment provider (including, for example, letter requesting report with detailed particulars, analysis of medical report*

other than medico-legal report and provision of summary and advice upon you).

Analysis: There was no investigation. Potts has been asked to get this report at the start of work. However, she refused to do it. Potts got the report only after medical assessment when the report could no longer be used to provide accurate information about mental health conditions. It confirms PTSD diagnosis. It would be very useful for my claim, but Law Partners never used it. The other option is that they intentionally withheld crucial information. In either case Law Partners cannot charge for it.

17

Item **17**. Fee code from contract: *NI*

Description: *Medical Investigation (reviewing clinical notes) (12 @ \$990.00)*

- *Dr John Crawford*
- *Royal Prince Alfred Hospital*
- *Poets Corner Medical Centre (x2)*
- *Central Physio & Performance Fitness*
- *Joyce Chiu Psychological Services*
- *Mr Steve Sutton*
- *Ms Barbara Newton*
- *Ms Eloisa Mulet*
- *Dr Jagdish Dua*
- *Dr Peter Cox*
- *Professor Samuel Breit (St Vincent's Hospital)*
- *Argyle Street Medical Centre*

Bill Amount: ***11,880.00***

Corrected Amount: ***990***

NI - from contract: ***Medical investigation (reviewing clinical notes)***. *All activities required to review and consider clinical notes from a treating doctor, specialist, hospital, physiotherapist, chiropractor or other treatment provider, or from you if they are within your possession.*

Analysis: Most of the clinical notes were never used by Law Partners. It seems they never got and read most of them. The amount of investigation is grossly exaggerated. Law Partners acquired only 3 out of 12 listed clinical notes: Foster Practice Group P/L, Royal Prince Alfred Hospital and Mr Steve Sutton clinical notes.

- *Dr John Crawford* - dentist, there were no clinical notes.
- *Royal Prince Alfred Hospital* - duplicate of Item 9.
- *Poets Corner Medical Centre (x2)* - if Law Partners actually read it, they will have noticed that I have visited GP before the injury and did not report any mental health issues. This was very important for establishing mental health status before the injury. There were many important details that have not been used leading to the conclusion that they have not read clinical notes. In the best scenario of negligence, they flipped through it. Alternative would be that they intentionally withheld information that was important for this claim. In either

case their actions do not meet description of item.

- *Central Physio & Performance Fitness* - there is no trace of these notes in file or any work produced by Law Partners.
- *Joyce Chiu Psychological Services* - contains early diagnosis of PTSD, confirms that mental health problems were caused by road traffic injury and highlights how severe it is on all aspects of my life. Would have been very useful for my claim. It is never used anywhere. Notes also contain information about strong headaches. Together with loss of consciousness on impact it gave strong reason for father investigation of brain injury, but Law Partners were strongly against it.
- *Mr Steve Sutton* - has information about my functioning before the injury and after it. It was used by Law Partners, possibly because it also was used by QBE. Only QBE have read it and used bits that suited them, sometimes selecting only some words from sentences. These notes contain crucial medical evidence that I have recovered from depression about a year before the injury. Not used by Law Partners. Either they have not read it, or intentionally withheld information to damage my claim.
- *Ms Barbara Newton* - not used, not have not been acquired separately, but they were part of GP notes. These notes have very important information about problems caused by road traffic injury highlighting PTSD, severity of impact on mental health, concentration and so on. Would have been very useful if used. Law Partners either never read it, or intentionally withheld information to weaken the claim.
- *Ms Eloisa Mulet* - not used, not have not been acquired separately, but they were part of GP notes. Clinical notes start with new tests to reaffirm PTSD and severe impact by road traffic injury. It would have been very useful for my claim. Law Partners either never read it, or intentionally withheld information to weaken the claim.
- *Dr Jagdish Dua* - not in a file, no trace of it, not acquired by Law Partners. It also was only 2 visits.
- *Dr Peter Cox* - not in a file, no trace of it, not acquired by Law Partners. It also was only 2 visits.
- *Professor Samuel Breit (St Vincent's Hospital)* - not in a file, no trace of it, not acquired by Law Partners. I also told Law Partners, that I do not think there is a way to prove that it is related to injury as it is about my weak immune system. BTW with PTSD diagnosis it would provide direct link as
- *Argyle Street Medical Centre* - Law Partners got it from QBE solicitor. There were only 3 visits to get referral to see psychologist. Yet, Law Partners, could not notice that there was only one prescription of Cymbalta, that I never used it due to side effects. It got cancelled during next visit when I come back for more sessions. This information would be very important to dismiss lies by Ceballos (QBE solicitor), but was never used.

For list of submitted documents see "2019-04-30 A4 Claimants schedule of medical reports.pdf".

18

Item 18. Fee code from contract: *J1*

Description: *Economic Loss Investigation (2 x \$980.00) - Australian Taxation Office tax documentation - Claimant's file of documents pertaining to economic loss.*

Bill Amount: **1960.00**

Corrected Amount: **100**

J1 - from contract: ***Economic loss investigation***. All activities required to obtain information regarding employment (including, for example, drafting request to employer or former employer to provide supporting evidence of income or loss of income including payslips, letters, spreadsheets, requesting and analysing tax returns or income assessments not including forensic accountant related activities).

Analysis: Law Partners received information about economic loss and did nothing with it. There was no investigation. I had a very high earning capacity when I was injured and there were ways to get an expert assessment of it. Law Partners dismissed it as pointless and unfortunately I believed them. The PIC tribunal member used lack of expert assessment as an opportunity to speculate that he had not enough evidence of earning capacity and assigned only minimum loss of income. Even in optimistic estimates Law Partners did a very bad job. Splitting this task into two makes no sense, especially when the whole tax documentation is only 3 pages (for 3 years, so basically only 3 lines).

19

Item **19**. Fee code from contract: **T1**

Description: ***Perusal of Defendant's Medical Report (Medico-Legal Report) (1 @ \$1,450) - Vanitha Moodley (2020-03-18)***.

Bill Amount: **1,450.00**

Corrected Amount: **0**

T1 - from contract: ***Perusal of defendant's or proposed defendant's medical report (medico-legal report)***. All activities required to peruse, analyse and review a medical report served by a defendant or a proposed defendant written by a medico-legal specialist (including, for example, analysis of medical report, considering impact on claim /case and suitability of re-service upon defendant or proposed defendant and provision of summary and advice upon you).

Analysis: Receiving this report followed by an abusive attack from Law Partners. That was a re-traumatizing experience. The report is full of factual errors. Law Partners refused to read it or my comments highlighting the errors. Instead, they used it to verbally attack me and demand accepting an insurance offer. They were saying that because of these absurd statements no-one is going to believe me. It did not matter to them that they were completely inconsistent and easy to disprove, like a statement that my girlfriend before the injury was almost daily making a meal for me before going to work while living on a different continent! This was when I started realising that Law Partners were more interested in keeping payout by QBE law rather than representing me. Only much later I learned that Moodley is known for incorrect reports. Law Partners must have known this. Before her reports reached court 3 times and every time have been dismissed as incorrect. There should be compensation from Law Partners for emotional damage and damage on my claim instead of them demanding to pay for it.

20

Item **20**. Fee code from contract: **V1**

Description: ***Advice on prospects (liability admitted)***.

Bill Amount: **1,500.00**

Corrected Amount: **0**

VI - from contract: *Advice on prospects (liability admitted)*. All activities required to advise on prospects on liability (including, for example, obtaining NSW Police Report, review of police report, analysis of all material relevant to liability, reviewing correspondence from defendant or proposed defendant and advising as to defendant or proposed defendant's position on liability).

Analysis: Liability was admitted before Law Partners involvement. Therefore, there was no talk or any action about admitting liability.

21

Item **21**. Fee code from contract: **WI**

Description: *Statement - witness (Juste Stoniene - 2019-04-29)*.

Bill Amount: **1,650.00**

Corrected Amount: **200**

WI - from contract: *Statement*. All activities required to obtain a statement from a key witness, provider of domestic assistance or any other party likely to contribute positively to the claim /case, not including statement from you or having an investigator or a commercial agent attending to procurement of statement (but including, for example, conference with the statement provider, if required, drafting statement, editing statement, reviewing evidence, considering appropriateness of evidence).

Analysis: Statement was taken by barrister and Potts just happened to be in the room. Statement does not include key information that Dr Stonis suffered from PTSD after the injury it also left out the information that he recovered from previous depression before the injury and Juste have not seen him depressed till he got injured. All this information was provided to Law Partners, but not included in statement.

22

Item **22**. Fee code from contract: **C2**

Description: *Preparation for each informal settlement conference (3 @ 2,450.00) - 2019-10-22, 2019-12-18, 2020-03-19*.

Bill Amount: **7,350.00**

Corrected Amount: **0**

C2 - from contract: *Preparation for each informal settlement conference*. All activities required in preparation for each informal settlement conference (including, for example, telephone attendances with the defendant or proposed defendant, drafting schedule of out of pocket expenses including telephone attendances upon all treating medical practitioners and correspondence requesting information, preparation of all deductions, pre-settlement discussions with the defendant or proposed defendant, pre-settlement discussions with you including advice regarding settlement of file, arranging conference venue, arranging interpreter if required, general review of file prior to settlement discussions).

Analysis: There were no preparations done for any attempt to settle. There was no information given or any work done before the meeting. So far, I have not found any records that would show that a single meeting with QBE solicitors took place. These so-called conferences had only one purpose: to inflate fees

with 0 preparations for them. Settlement if done properly is very important and can be the end of the claim. However, in this case there were no preparations, which in my view is serious professional misconduct.

23

Item 23. Fee code from contract: **D2**

Description: ***Settlement or assessment finalisation.***

Bill Amount: **2,450.00**

Corrected Amount: **0**

D2 - from contract: ***Settlement or assessment finalisation.*** *All activities required to finalise the settlement or assessment of a file (including, for example, preparing authority to settle, authority to receive, trust account authority, reviewing defendant's or proposed defendant's deed of release, discussing settlement documentation with you, correspondence to defendant or proposed defendant, reviewing Centrelink documents relevant to settlement, telephone attendances on defendant or proposed defendant chasing payment of monies and accounting for monies received).*

Analysis: There was no settlement and Law Partners refused to go to assessment.

24

Item 24. Fee code from contract: **F2**

Description: ***Statement (claimant).***

Bill Amount: **3,150.00**

Corrected Amount: **200**

F2 - from contract: ***Statement (claimant).*** *All activities required to obtain a statement from you (including, for example, conference if required, reviewing evidence, considering appropriateness of evidence and all other activity required to obtain a statement for claim /case preparation).*

Analysis: Gillian Potts arrived more than an hour late. The statement was given in a process of less than two hours with no participation from Gillian Potts. It was recorded by Ken Pryde. Pryde excluded any mention of PTSD referring to his experience as the reason to do so. He also wrote some parts of the statement in very vague language. At the time Pryde insisted that there is no need to go into details. However, later PIC member Macken used this vague language to attack my credibility. While this does not excuse Macken further distorting information provided in statements, yet the vague language used by Pryde in the statement was damaging.

For example, I provided detailed information about the RailCorp project I was working on in Australia including start and end dates and hourly rates (there were different rates for 2 contracts). However, statement was shortened to vague information:

21. In about 2010 or 2011, colleagues in Lithuania informed me of some work which was being done by a German company named SCIIL AG for RailCorp in NSW. I made enquiries and was able to obtain contract work both for SCIIL Group and also another Spanish company that was also doing RailCorp work.

22. *I managed to work there for a year or so on what were pilot projects being done in the hope of obtaining a major contract for RailCorp. Neither of those companies ever obtained a final contract, and the RailCorp work was ultimately limited to a period of about 12 to 18 months in the years 2010 through to 2011 or 2012.*

Macken used this opportunity to question my credibility:

He states somewhat inaccurately, in about 2010 and 2011 he was advised of work been done by a German company, SCIL AG, which was contracted to provide work to RailCorp. Notwithstanding the assertions of the claimant in respect to his earnings, and he doesn't specifically state what his earnings were, his tax returns show that he was only earning about \$500 per week for the financial year 2010 and 2011.

I have not ever written a statement and my cognitive abilities were severely reduced at that time. While the statement was prepared by Pryde, this statement should have raised concerns for Potts even if she just scanned it.

25

Item 25. Fee code from contract: **I2**

Description: ***Barrister (pre-litigation).***

Bill Amount: **3,450.00**

Corrected Amount: **0**

I2 - from contract: ***Barrister (pre-litigation).*** *All activities required to engage and maintain engagement with a barrister prior to commencement of legal proceedings (including, for example, arranging conferences with barrister, conferences with client and solicitor relevant to the engagement of a barrister, selecting and collating documents, preparing brief for barrister, preparing observations and summary of facts for barrister, reviewing barrister's advice/s, updating barrister's brief as and when required and telephone attendances on barrister).*

Analysis: Work done by Law Partners never reached the stage when the barrister should be involved. The type of work and quality of work done by the barrister was way below qualifications for any barrister. It seems, the involvement of the barrister served only one purpose: to inflate Law Partners fees. Also there was no work done to introduce the barrister to the claim as from the first meeting it seemed that the barrister did not know anything about my case.

26

Item 26. Fee code from contract: **J2**

Description: ***Attend each informal settlement conference (3 @ \$3,950.00) - 2019-10-22, 2019-12-18, 2020-03-19.***

Bill Amount: **11,850.00**

Corrected Amount: **50**

J2 - from contract: ***Attend each informal settlement conference*** *Attendance at each informal settlement conference (including, for example, all communications with you on the day, all communications with the defendant/s or their legal representative /s on the day, instructing barrister /s on the day if required,*

travel to and from informal settlement conference, any subsequent discussions required immediately post settlement and advice regarding settlement).

Analysis: In reality there were no settlement conferences. I have not seen anyone from QBE nor have I seen any traces that they have attended it. I have never requested these conferences, basically I was tricked into attending them. There were no preparations, nor any reason for any conferences as from the first offer from QBE I asked to go for an independent assessment. There was no new information and I was under the impression that Law Partners were asking me to come and sign some documents before submitting them for assessment. Then during the meeting they would come very late, especially Potts. I think one time she was more than an hour late. Then they would ask if they can make a call to QBE first for some other reason, but also ask if there is a new offer. They would make only one short call to QBE (no more than a few minutes). If there was a call at all as I was asked to leave for that time and was not allowed to hear it. Most of these meetings lasted less than 15 min.

The only purpose of these meetings was to exaggerate fees.

27

Item **27**. Fee code from contract: **O2**

Description: ***Claim Particulars/Further and Better Particulars (1 @ \$3,950.00): 2019-04-16.***

Bill Amount: **\$3,950**

Corrected Amount: **0**

O2 - from contract: ***Claim particulars /further and better particulars. All activities required to provide a response to a request for particulars (including, for example, reviewing a request for particulars, considering appropriateness of a request for particulars, conference with you if required, telephone calls to you if required, perusing/reviewing file, collating all necessary information required to respond, drafting a response or reviewing and/or settling /finalising a response to a request for particulars drafted by a barrister).***

Analysis: There were no particulars. I was never informed about any being produced, nor claim has reached the stage to produce particulars.

28

Item **28**. Fee code from contract: **R2**

Description: ***MAS application or reply.***

Bill Amount: **4,450.00**

Corrected Amount: **200**

R2 - from contract: ***MAS application or reply. All activities required to complete and lodge an application or reply to the Medical Assessment Service to resolve disputes (including for example, a dispute regarding permanent impairment or treatment including drafting and finalising submissions, conference with you if required, review of defendant or proposed defendant's MAS reply, review of the MAS determination, considering appropriateness of an application for review, appeal or further assessment if required).***

Analysis: MAS application was very poorly prepared. Law Partners avoided any mention of PTSD which was the core part of Whole Person Impairment (WPI). While the application was for mental health assessment. Law Partners avoided all clinical notes that mentioned PTSD, excluded it from the statement and refused to get a report from the treating psychologist. The MAS application did not contain sufficient information about daily functioning on ongoing symptoms. The important evidence was left outside. I was left to present everything myself during the interview, but with my limited cognitive abilities that was not possible.

It took changing solicitors and a new MAS application to fix problems caused by Law Partners. However, there is nothing that can return lost years and pain and suffering I had to go through because of this injustice.

29

Item **29**. Fee code from contract: **S2**

Description: **MAS review application or reply or MAS further assessment or reply.**

Bill Amount: **4,450.00**

Corrected Amount: **200**

S2 - from contract: **MAS review application or reply or MAS further assessment or reply.** All activities required to complete and lodge a MAS review application or reply or MAS further assessment application or reply (including, for example, obtaining any further evidence required, drafting submissions, reviewing and considering MAS assessment, and considering relevance of AMA Guidelines).

Analysis: MAS reply was written by Pryde with no participation from Potts. Submitting a proper request for review when core information was withheld from assessment is difficult. However, even with limited information there was plenty of information about PTSD symptoms that were not addressed by assessment. Request for review also missed some technical details that could have been supplied after receiving MAS response. However, Law Partners informed me that there is nothing I can do anymore. It was not true. A year later QBE got into the same situation. QBE requested for review based on incorrect information and it was dismissed for the same missing technical details. However, QBE simply supplied that information and got the review approved. However, Law Partners in the same situation informed me that the matter is closed and there is nothing that can be done.

30

Item **30**. Fee code from contract: **T2**

Description: **CARS application or reply (Lodged – 2018-03-28).**

Bill Amount: **4,450.00**

Corrected Amount: **100**

T2 - from contract: **CARS application or reply.** All activities required to complete and lodge an application or reply to the Claims Assessment Resolution Service (including, for example, application for general assessment or reply, exemption of file from CARS or reply, and application for special assessment or reply including whether a late claim can be made; satisfactory explanation for non-compliance with the police accident report requirement; rejection of a claim for non-compliance;

payments made under Section 84A (duty of an insurer to make interim payments in case of hardship).

Analysis: Potts submitted an application before I met her simply forwarding information that was sent to her. She told me that there was very little work, and she is not going to charge for it. According to her, charging for it would not be fair as I was not informed about fees, we had no agreement and she simply forwarded information that I already collected myself.

31

Item **31**. Fee code from contract: **W2**

Description: *Chronology.*

Bill Amount: **4,950.00**

Corrected Amount: **0**

W2 - from contract: *Chronology. All activities required to prepare a chronology (including, for example, perusal of all evidence in order to create numerous entries in chronology, drafting chronology and organising all entries into chronological order, considering content of chronology, conference with you if required).*

Analysis: Chronology was never produced by Law Partners.

32

Item **32**. Fee code from contract: **X2**

Description: *Schedule of damages.*

Bill Amount: **4,950.00**

Corrected Amount: **0**

X2 - from contract: *Schedule of damages. All activities required to prepare and/or settle/finalise a schedule of damages (including, for example, perusing/reviewing entire file, considering evidence, analysis of all evidence, research of relevant case law and legislation, considering, calculating and/or checking amounts for the schedule of damages, drafting schedule of damages or reviewing and settling/finalising schedule of damages drafted by barrister, forwarding schedule of damages to defendant/s or proposed defendant/s).*

Analysis: Schedule of damages was never produced by Law Partners.

33

Item **33**. Fee code from contract: **D3**

Description: *Medico-Legal Report (2 @ \$6,450.00)*

- *Dr Sikander Khan (2018-10-12)*
- *Dr John Albert Roberts (2019-02-18).*

Bill Amount: **12,900.00**

Corrected Amount: **400**

D3 - from contract: **Medico-legal report**. . All activities required to obtain a medico-legal report (including, for example, considering appropriate medico-legal specialist to qualify, reviewing file and collating relevant supporting material to be forwarded to specialist, drafting letter of instruction to specialist, making appointment arrangements, confirming appointment arrangements, advice regarding appointment expectations, reviewing and analysing of medico-legal report, considering service of medico- legal report with provision of summary and advice and all other activity required to obtain a medico-legal report).

Analysis: There are several problems with this item:

1. The way the contract is written it seems that these fees also include expert fees. I believe it is intentionally misleading.
2. Dr Khan is a surgeon. However, some crucial information was not collected before making an appointment with the surgeon. I was told by a psychologist and psychiatrist that some symptoms that are attributed to PTSD may be also caused by physical brain injury. I was recommended to see a neurologist to properly examine if I have any brain injury. I told Law Partners that I am going to make an appointment with a neurologist. They were strongly against it, especially Pryde. Unfortunately, it had such a strong impact on me that I saw a neurologist only after my claim was finished. MRI revealed some scarring in my brain. I do not know how it would affect the medical report, but it is clear that information for the report was not collected properly.
3. When making appointment with Dr Roberts several key points were not considered resulting in incomplete report:
 - Dr Roberts recommended to refer "for an MRI of the brain to ascertain whether any of underlying brain damage is evident to account for his cognitive compromise". However, Law Partners were strongly against it.
 - Dr Roberts also recommended "detailed psychometric tests may be an appropriate further investigation to consider". I did not know what it is and Law Partners recommended that it is not needed.
 - Clinical notes from multiple psychologists confirming PTSD have not been supplied to Dr Roberts while PTSD from the road traffic injury is the main problem I am dealing with.
 - Dr Roberts mostly represents insurance companies and most of the time does not diagnose PTSD despite someone having classical symptoms of PTSD and being diagnosed by specialists with way more experience with PTSD. After the first assessment by Dr Roberts another assessor should have been chosen. The only explanation why Law Partners stuck with him is that they put all efforts to avoid PTSD diagnosis and this was very damaging for my claim.

Sum

In summary after the table Law Partners wrote:

| | |
|--------------------|--------------|
| PROFESSIONAL COSTS | \$130,490.00 |
|--------------------|--------------|

| | |
|-------------------------------|--------------|
| GST | \$13,049.00 |
| PROFESSIONAL COSTS (incl GST) | \$145,539.00 |

It should be \$143,539.00. They are charging \$2000.00 too much.

Disbursements

Incorrectly calculated disbursements

| Date | Name | Bill sum | Receipt sum | Receipt GST |
|------------|-----------------------------|----------|-------------|-------------|
| 2018-09-05 | CP - clinical notes | 93.64 | 103 | 9.36 |
| 2018-09-05 | FP - clinical notes | 313.64 | 345 | 31 |
| 2018-06-13 | RP - clinical notes | 30 | 33 | 3 |
| 2018-07-31 | FP - clinical notes | 57 | 62.7 | 5.7 |
| 2018-08-15 | SS - clinical notes | 35 | 35 | 0 |
| 2018-12-28 | SK - medical report fee | 1605.01 | 1765.51 | 160.5 |
| 2019-02-19 | JW - clinical notes | 54.55 | 60 | 0 |
| 2019-02-27 | JR - medical report fee | 1640 | 1804 | 164 |
| 2020-09-01 | SS - medical report fee | 750 | 750 | 0 |
| 2020-06-05 | Mr Ken Pryde - counsel fees | 25300 | 26620 | 2420 |
| | Bill (GST 2908.38) | 29878.84 | | |
| | Total (bill inc. GST) | 32788.22 | 31578.21 | 2793.56 |

Law Partners charged **\$1,210.01** more than shown in bills.

Medical related disbursements are only **\$4,958.21**.

Even according to their itemised bill due to mathematical errors Law Partners are charging **\$3,210.01** too much.

Objection codes and calculation of adjustments

Analysis contains too much information to present it in table. This is a table of sum adjustments and objection codes. Some items are incorrectly charged based on several codes. For them I provide primary code that covers most of incorrect charge and secondary objection codes if needed.

Analysis of Law Partners itemised bill - Road Traffic Injury

Objection codes

| Item no | In bill | Corrected | Primary | Secondary |
|---------|-----------|-----------|----------|------------------------|
| 1 | 500 | 0 | dup | |
| 1 | 500 | 0 | dup | |
| 2 | 500 | 0 | dup | no work |
| 3 | 250 | 0 | dup | no work |
| 4 | 90 | 10 | provided | no work, fax |
| 5 | 23,760.00 | 0 | dup | |
| 6 | 9,540.00 | 0 | no work | dup, fax |
| 7 | 360 | 0 | no work | fax |
| 8 | 1,000.00 | 250 | no work | provided, adm |
| 9 | 3,770.00 | 290 | no work | failure |
| 10 | 450 | 0 | billing | |
| 11 | 450 | 50 | int | |
| 12 | 450 | 50 | int | |
| 13 | 500 | 50 | fax | |
| 14 | 550 | 50 | no work | |
| 15 | 550 | 50 | no work | adm |
| 16 | 980 | 50 | no work | adm |
| 17 | 11,880.00 | 990 | no work | failure |
| 18 | 1,960.00 | 100 | no work | provided, adm, failure |
| 19 | 1,450.00 | 0 | no work | failure |
| 20 | 1,500.00 | 0 | no work | |
| 21 | 1,650.00 | 200 | adm | failure, int |
| 22 | 7,350.00 | 0 | no work | adm, failure |
| 23 | 2,450.00 | 0 | no work | |
| 24 | 3,150.00 | 200 | no work | adm, failure |
| 25 | 3,450.00 | 0 | no work | |
| 26 | 11,850.00 | 50 | no work | adm, failure, int |
| 27 | 3,950.00 | 0 | no work | |
| 28 | 4,450.00 | 200 | adm | failure |
| 29 | 4,450.00 | 200 | adm | failure |
| 30 | 4,450.00 | 100 | adm | no work |
| 31 | 4,950.00 | 0 | no work | |
| 32 | 4,950.00 | 0 | no work | |
| 33 | 12,900.00 | 400 | adm | failure |

Emotional impact

Exaggeration of the cost by Law Partners goes beyond any expectations. I would never expect that lawyers would do such a thing so brutally (I believe that correctness of costs is protected by law somehow). They double charge for most of the activities even if it can be proven to be wrong by checking the contract. They also charge for tasks they did not do. It feels that they seem so convinced that they will get away with it that they do not bother about it. Such activity (I believe is criminal, but again I am not a lawyer, and I will try to find it out) might seem strange, but you have to take into account that they know that I have PTSD and I am not able to deal with these things. Anything related to injury causes panic attacks and my brain shutting down. I was re-traumatised by this injustice. I think that was exactly their purpose. This is why they went to such absurd false claims. It seems that they expected that I will not be able to defend myself if they manage to cause me to be completely overwhelmed and not be able to cope. And their plan worked. They did cause significant damage. I am going through their bill only after 3 years of intense therapy and still struggling to cope with it. Unfortunately, I have spent several months just on this bill as it is so unfair and stressful. I am stuck with it: cannot get it out of my mind and cannot deal with it. I hope to figure it out one day. I will write about my experience.

Notes

I copy text from bill as it is with two exceptions:

- Changed dates to ISO 8601 (https://en.wikipedia.org/wiki/ISO_8601). All communications are electronically and it is way more convenient and common than the format used by Law Partners.
- Removed Dr from Vanitha Moodley. She wrote a lot of absurd lies, but even she did not dare give herself a title.

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