Neutral Citation Number: [2022] EWHC 2006 (QB)

Case Nos: **QB-2020-004666 and ors as listed in Annex 1**

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
GRENFELL TOWER LITIGATION

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 28/07/2022

Before :

SENIOR MASTER FONTAINE

- -

Between :

Abdel-Kader and ors **Atmani and ors** **Talabi and ors** **De Costa and ors** **Alie and anor** **Hart and ors** **Walton**	**Claimants**
- and -	
Royal Borough of Kensington and Chelsea and ors **Royal Borough of Kensington and Chelsea** **Royal Borough of Kensington & Chelsea Tenant Management Organisation Limited** **Arconic Architectural Products SAS** **Arconic Corporation** **Celotex Limited** **CEP Architects Facades Ltd** **CS Stokes and Associates Ltd** **Exova (UK) Ltd** **Harley Facades Ltd** **Harley Curtain Wall Ltd (in liquidation)** **Howmet Aerospace Inc.** **Kingspan Insulation Ltd** **Rydon Maintenance Ltd** **Studio E Architects Ltd** **The Home Office**	**Defendants**

The Ministry of Housing, Communities and Local Government
Saint-Gobain Construction Products UK Limited
Whirlpool Company Polska Sp.z.o.o, and ors
Whirlpool Corporation
Whirlpool UK Appliances Limited
The London Fire Commissioner
Commissioner of the Police of the Metropolis

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Gerard McDermott QC, Richard Hermer QC and Nick Brown (instructed by **Bindmans LLP and other firms as listed in Annex 1**) for the Bindmans group and Bindmans sub-group of Claimants
Susan Rodway QC and Shaman Kapoor (instructed by **Bishop Lloyd & Jackson**) for the BLJ group of Claimants
Michael Rawlinson QC and Max Archer (instructed by **Thompsons Solicitors**) for the Firefighter Claimants
Christopher Walker (instructed by **Pattinson & Brewer**) for the Senior Firefighter Claimants
Theo Huckle QC and Christopher Johnson (instructed by **Penningtons Manches Cooper LLP**) for the Police Officer Claimants
Leigh-Ann Mulcahy QC, Meghann McTague, Lucinda Spearman and Isabel Barter (instructed by **DWF Law**) for Royal Borough of Kensington and Chelsea and anor
Roger Stewart QC and George MacDonald (instructed by **DLA Piper**) for Arconic Architectural Products SAS and ors
Craig Orr QC and Daniel Benedyk (instructed by **Linklaters LLP**) for Celotex Ltd and Saint-Gobain Construction Products UK Ltd
Aidan Christie QC and Madeleine Shanks (instructed by **Clyde & Co**) for CEP Architects
Caroline Greenfield (instructed by **Weightmans**) for CS Stokes and Associates Ltd.
Sean Brannigan QC (instructed by **Simmons & Simmons**) for Exova (UK) Ltd
No attendance or representation for Harley Facades Ltd or Harley Curtain Wall Ltd (in liquidation)
No attendance or representation for Howmet Aerospace Inc
Geraint Webb QC and **Amie Francis** (instructed by **Gowling QLG (UK) LLP**) for Kingspan Insulation Ltd
Andrew Rigney QC (instructed by **DAC Beachcroft LLP**) for Rydon Maintenance Ltd
Ognjen Miletic (instructed by **RPC**) for Studio E Architects Ltd
Rob Harland (instructed by **Government Legal Department**) for The Home Office
Paul Cowan (instructed by **Government Legal Department**) for The Ministry of Housing, Communities and Local Government
Edward Harrison (instructed by **Cooley (UK) LLP**) for Whirlpool Company Polska Sp.z.o.o, and ors
William Norris QC, Caroline Allen and Felicity Carter (instructed by **General Counsel's Department**) for The London Fire Commissioner
Kiril Waite (instructed by **In House Legal Department**) Commissioner of the Police of the Metropolis

Hearing dates: 26 and 27 April 2022
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Approved Judgment

I direct that pursuant to CPR PD 39A para 6.1 no official shorthand note shall be taken of this Judgment and that copies of this version as handed down may be treated as authentic.

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SENIOR MASTER FONTAINE

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Senior Master Fontaine :

1. This was the second Case Management Conference listed in claims brought by various Claimants against the Royal Borough of Kensington and Chelsea, the Royal Borough of Kensington ("RBKC") and Chelsea Tenants Management Association ("TMO") and other Defendants (only RBKC and TMO are Defendants to all claims). A list of all claims subject to this judgment and the categorisation of claims is attached as Annex 1. A list of abbreviations used for the parties is attached as Annex 2. Documents that were before the court are referred to in this judgment by reference to the electronic bundles filed as follows: Hearing Bundle – **HB tab number/page number**; Authorities bundle – **AB tab number/page number.**

2. The following witness statements were filed relevant to the issues determined in this judgment:

   On behalf of RBKC

   i) Fifth witness statement of Peregrine Edward Hill dated 5 April 2022 ("Hill 5");

   ii) Seventh witness statement of Peregrine Edward Hill dated 22 April 2022 ("Hill 7");

   On behalf of the ER Claimants

   iii) First witness statement of Louise Clare Taylor dated 12 April 2022 ("Taylor 1");

   iv) Second witness statement of Louise Clare Taylor dated 19 April 2022 ("Taylor 2");

   On behalf of the BLJ Claimants

   v) Fourth witness statement of Rachel Swinnerton dated 12 April 2022 ("Swinnerton 4");

3. All claims which are the subject of this judgment arise as a result of the fire on 14 June 2017 which destroyed Grenfell Tower in West London, ("the Tower") caused loss of life to 72 people, and injury, suffering and trauma to many residents, occupiers or visitors who were in the Tower or the vicinity of the Tower, as well as to emergency responders dealing with the fire and its aftermath ("the Grenfell Fire"). There are multiple claimant groups in the numerous claims against some or all of the Defendants, with 1,134 issued claims and approximately 1,125 Claimants in total: Hill 5 §4 **HB 59/536**.

4. The claims were stayed by order of the court on issue. At the first Case Management Conference in July 2021 a further 9 month stay was granted (see *Abel-Kader and ors v RBKC and ors* [2021] EWHC 2016 (QB) **HB 53/511**).

5. A number of applications were before the court, most of which were by consent and dealt with at the hearing. A disclosure application by the PO Claimants against the CPM

was dealt with separately and judgment handed down on 13 May 2022 (see *Hart and ors v RBKC and ors* [2022] EWHC 1090 (QB).

6. The following issues/applications are dealt with in this judgment:

   i) The BLJ Claimants' application for judgment in 53 claims;

   ii) The BLJ Claimants' application for RBKC to pay interim costs on account in respect of liability in 53 claims;

   iii) RBKC's application dated 29 March 2022 for an extension of the previous stay for a period of 12 months;

   iv) The BLJ Claimants' application dated 5 April 2022 to lift the stay on their claims;

   v) The BLJ Claimants' application dated 5 April 2022 for RBKC to serve and file defences and for a CMC to be listed;

   vi) an oral application by the ER Claimants to impose conditions on any stay of 12 months granted by the court as follows:

      a) a six month 'break clause' for a further CMC to be listed;

      b) appointment of a lead defendant;

      c) permission to investigate liability issues during the stay.

   vii) application by RBKC and other parties to adjourn consideration of a GLO and appointment of a Managing Judge

   I will deal with those applications in that order.

BLJ application for judgment

Summary of the BLJ Claimants' Submissions

7. The BLJ Claimants seek judgment to be entered in a total number of 53 claims where RBKC have admitted a duty of care and breach of that duty, and where the Claimants have suffered some loss.

8. The BLJ Claimants accept that it is a necessary component of liability that a Claimant who has suffered a breach of duty must have suffered some loss by reason of that breach. The BLJ Claimants have all pleaded their claims and served Particulars of Claim with schedules of loss in all claims in August 2021 with the permission of the court. A number of medical reports have been served and these will continue to be served as they are obtained. These deal with the issue of causation as well as condition and prognosis. There are also losses for special damage for which causation is not dependant on injury and therefore do not require medical reports to be served. There are no generic issues in the quantification of loss and each case will have to be decided on its own facts. There is no reason therefore why judgment cannot be entered on liability in the cases where the admissions have been made and schedules of loss have

been served. It is obvious that some loss or damage must have been suffered and RBKC have recognised this by making interim payments on account of damages.

9. The Claimants are fully ready to proceed with any remaining issues on liability. In the light of the admissions the claims of misfeasance in public office no longer holds centre ground.

10. Those Claimants to whom no admission of owing a duty has been made are entitled to an explanation as to why this is the case.

Summary of the submissions of RBKC

11. RBKC agree to entry of RBKC agree to entry of judgment in nine claims made by the following Claimants where RBKC have admitted a duty of care, breach of duty and causation of some loss or damage:

The estate of Rabeya Begum, deceased

The estate of Mohammed Hanif, deceased

The estate of Mohammed Hamid, deceased

The estate of Husna Begum, deceased

Hanan Cherbika

Yousra Cherbika

Amina J'Bari

Fatima J'Bari

Safar Sarumi.

12. BLJ's application does not identify on what basis the application for judgment has been made, but it is presumed to be an application for judgment on admissions under CPR 14.3, although the submissions in support are tantamount to a summary judgment application. Judgment cannot be entered in reliance on an admission pursuant to CPR 14.3 unless the admission constitutes a complete cause of action: *Parrott v Jackson* [1996] PIQR P394 at P399; commentary in the White Book 2022 Vol I para 14.3.4. The principle is summarised in Charlesworth and Percy on Negligence at para. 1-29:

> "Breach of a duty of care only becomes actionable if accompanied by proof of actual damage. There is no right of action for nominal damages. As Lord Reading CJ said:" negligence alone does not give a cause of action, damage alone does not give a cause of action; The two must co-exist." Accordingly a bare admission of negligence by a defendant is not necessarily an admission of liability. For instance, a claimant will presumably have to show that each element in a cause of

> action, including actual damage, is admitted, before being able to enter judgment under Pt 14.3 of the Civil Procedure Rules 1999." **AB 32/263**

13. By 22 April 2022 only 20 medical reports had been received in respect of the BLJ Claimants out of the total cohort of 85 claims (although now 24 in total have been served). In a letter dated 22 March 2022 RBKC stated that "*In certain cases, our clients will, of necessity, be required to reserve their position on causation, especially in claims where no medical evidence has been served*."

14. RBKC have made a complete admission in the nine claims where they are satisfied not only a duty of care was owed but also some loss or damage caused, taking account of the evidence available to them at the time of making the admissions. However, it is submitted that BLJ cannot obtain judgment in the other 44 claims where entry of judgment is sought where no admission of causation of loss has been made. Where a claim is made for a psychiatric injury there can be no completed claim unless a recognised injury is suffered, and a medical report would be required to support such a claim. In any event, until medical reports are received it will not be known whether the medical report supports causation in any particular claim. Further the schedules of loss served are incomplete, include 'TBC' items and have not generally been signed by the claimants themselves (but instead have been signed by the Claimants' solicitors).

15. With regard to the submission by BLJ that it has been recognised that some loss has occurred because a payment on account of damages has been made in the sum of £514,210 (see Hill 7 §14.11.7 **HB 91/1608**), this was a voluntary payment in respect of property damage, and in order to obtain judgment for loss of or damage to property the BLJ Claimants would have to prove that the sums due were more than the amount paid by RBKC.

Discussion

16. It is correct that BLJ's application notice does not identify the basis on which judgment is sought for the 53 claims where admissions have been made, and although leading Counsel also did not identify this in her submissions there was no dissent voiced to RBKC's submission that the application could only be made under CPR 14.3, and I agree with that submission.

17. RBKC's submissions are in my view a complete answer to the application in respect of the 44 claims where entry of judgment is opposed. It is clear from BLJ's letter dated 30 March 2022 to RBKC's solicitors DWF **HB 69/1303** where BLJ say: "… *your admission is limited and silent as to the liability of your clients for the spread of the fire and the causation of our clients' losses.*" that BLJ were aware that there was no admission in respect of causation and loss in respect of these claims.

18. RBKC have stated in open court that the interim payments were not made with an admission of liability, but were payments made at RBKC's own risk. The claims for damages for personal injury will not be complete until medical reports have been served pursuant to CPR 16PD para. 4.3. Although more than nine medical reports have been served, a judgment on admissions cannot be entered unless the admission constitutes a complete cause of action: see *Parrott v Jackson* and Charlesworth and Percy on Negligence at para. 1-29 **AB 32/263** cited at Paragraph 12 above.

19. Accordingly, for the reasons advanced by RBKC I conclude that the application for entry of judgment fails save for the nine claims where RBKC have agreed to enter judgment.

20. I note RBKC's confirmation that they will continue to consider whether entry of judgment can be conceded as evidence is provided which will enable them to admit causation and loss. I note also that RBKC have also settled eight claims so far, 5 made by litigants in person and 3 claims brought where Anthony Gold solicitors where acting. I consider that it would be appropriate to exclude from the stay, in claims where admissions of breach of duty of care have been made, the ability of BLJ to provide further medical evidence and other evidence to supplement the schedules of loss and to support causation and loss, and where full admissions of liability can then be made, for the entry of judgment on admissions.

BLJ Claimants' application for interim costs in respect of liability issues

Summary of BLJ submissions

21. The BLJ Claimants seek an interim payment on account of costs in respect of those claims where judgment is to be entered, under CPR 44.2 (8), which provides that "..*where a court orders a party to pay costs subject to detailed assessment it will order that party to pay a reasonable sum on account of costs unless there is good reason not to do so.*" The BLJ Claimants seek 85% of disbursements and 75% of profit costs as a reasonable sum for a payment on account of costs, relying on *Excalibur Ventures LLC v Texas Keystone Inc* [2015] EWHC 566 (Comm) **AB 24/113**. The court in that case also rejected the notion that a payment on account was set at an 'irreducible minimum'.

22. There has been no duplication of costs incurred in work for the Inquiry and costs in the civil proceedings, as the legal team in the civil proceedings is completely distinct and separate from the legal team in the Inquiry. There is no permission to use documents produced in the Inquiry save those which have been put in the public domain. Although the BLJ Claimants may ultimately be able to recover costs for work done in the Inquiry in the civil proceedings, on the same basis as in *Roach v Home Office* [2009] EWHC 312 (QB), no part of the costs on which the application for a payment on account is sought includes any attendance at or work done at the Inquiry.

23. The submission by RBKC that the sum of £129,000 paid on account of costs is sufficient lacks a sense of realism because RBKC suggest that the costs should reflect a fraction of the liability costs to reflect judgment for only 9 out of 85 Claimants, which is misleading to the court about the concept of common costs indivisible between a group of claimants especially on the question of liability.

Summary of RBKC submissions

24. RBKC oppose the application for an interim payment on account of liability costs. I was referred to the guidance at paragraph 44. 2.12 of the White Book Vol I as follows:

> "Necessarily, the determination of "a reasonable sum" involves a court in arriving at some estimation of the cost that the receiving party is likely to be awarded by the costs judge in the detailed assessment proceedings or as a result of a compromise

> of those proceedings. In a case of any complexity, the evidence and submissions arguably relevant to that exercise may be extensive. The court has to guard against the risk that it may be drawn into costly and time consuming "satellite" litigation."

25. In *Dyson Appliances Limited v Hoover Limited* (No 4) [2004] 1 WLR 1264 at [39]-[40] **AB 23/111-112** Laddie J considered that he was not able to make an order for an interim payment where he had limited knowledge of the underlying issues which would affect the likely amount of recoverable costs once claim had settled before trial, and where the evidence in support of the application for costs was insufficient.

26. It is submitted that at least some evidence and information in support of an application for a payment on account of costs order under CPR 44.2 (8) is necessary for the court to be in a position to make such an order. In *Excalibur* the court held at [23], [24] and [26]:

> "[23] What is a reasonable amount will depend on the circumstances, the chief of which is that there will come a by definition, have been no detailed assessment and thus an element of uncertainty, the extent of which may differ widely from case to case as to what will be allowed on detailed assessment. Any sum will have to be an estimate. A reasonable sum would often be one that was an estimate of the likely level of recovery subject, as the cost claimants accept, to an appropriate margin to allow for error in the estimation. This can be done by taking the lowest figure in a likely range or making a deduction from a single estimated figure or perhaps from the lowest figure in the range if the range itself is not very broad.
>
> [24] In determining whether to order any payment and its amount, account needs to be taken of all relevant factors including the likelihood (if it can be assessed) of the claimants being awarded the cost that they seek or a lesser and if so what proportion of them; …….
>
> [26] I reached my conclusion not by the mere assumption of a figure but on the basis of evidence of independent costs, draughtsman asked the level of cost to be expected on an assessment on an indemnity basis…" **AB 23/118-119**

27. It is submitted that there are good reasons for the court not to grant the application in all the circumstances because:

    i) BLJ has unreasonably refused to engage with RBKC in the ADR to date and has instead incurred unnecessary costs in pleading out liability issues within the litigation. BLJ requested an open admission from RBKC as a quid pro quo of engaging in ADR, but even now that an admission of breach has been made in all BSR claims, admissions of duty of care have been made in 54 claims and nine full admissions of liability been made BLJ continue to refuse to engage in discussions;

ii) Despite repeated invitations to engage in an ADR process and a clear indication that drafting a pleaded case prior to ADR was unnecessary, BLJ has produced lengthy Particulars of Claim addressing breach of duty in depth, thus incurring unnecessary cost;

iii) The BLJ Claimants' representation at the Inquiry is a subject of separate funding arrangements and based on the Particulars of Claim it appears to underpin the significant amount of the work done on drafting. There is likely therefore to need to be a detailed analysis of the attribution of work done;

iv) The admission of breach of duty does not include any of the following causes of action: misfeasance in a public office, negligent misstatement or breaches of the Protection from Harassment Act 1997. In the premises the court would need to be satisfied the sum sought did not relate to these contentious issues;

v) RBKC has already made considerable voluntary payments on account of costs to BLJ in the sum of £129,300 so there is no basis for the court to order further payments in the absence of any information to support the contention that BLJ would be likely to recover further sums on detailed assessment for work carried out on liability issues alone within the scope of the admissions, and limited to that carried out in respect of the nine claims where there has been a complete admission.

vi) It is not correct, as asserted by the BLJ Claimants, that they are entitled to a payment on account of costs based on the costs incurred in liability in respect of all 85 Claimants. The claims where judgment will be entered are at present unitary claims as there is no order for the costs to be common costs, and the concept of common costs is the general rule only when a group litigation order has been made. Accordingly, the costs incurred in the nine claims are severable not joint, and should be divided between all BLJ Claimants.

vii) The application is not supported by any evidence within the statement of Ms Swinnerton. At paragraph 38 of Swinnerton 4 it is stated:

> "I expect that where it is appropriate to make applications for payments on account of damages the defendants will, as they have in certain claims already, look to agree terms without the need for formal application. I hope that a similar approach will be maintained in response to the Claimants' application for payment on account of costs." **HB 68/1143**

viii) BLJ have produced no evidence of the costs incurred to date in respect of liability issues, or the amount sought as a payment on account or the basis for the same. The claims have not been subject to cost budgeting. There is no material at all before the court upon which it could make a reasonable assessment of the sum that is likely to be awarded for liability costs in order to make an interim payment order.

ix) The court should not entertain satellite litigation as suggested by BLJ in the form of a further hearing to determine costs. If the court extends the stay the issue can be addressed when the claims returned before the court which will enable the

ADR process is to proceed without the diversion of time and resources into further contested hearings.

Discussion

28. Judgment will be entered in the nine claims where that has been agreed and those Claimants are entitled to an order for costs. I accept the submissions on behalf of RBKC with regard to the application for an interim payment. There is no evidence before me in relation to the costs that have been incurred in respect of liability issues in those claims, so no basis on which I could make a determination of a reasonable sum to be awarded on account of costs.

29. There are other issues where evidence would need to be provided in relation to what is a reasonable sum, such as the extent to which costs have been restricted to the claims for which breach of duty has been admitted. Further I accept the submission by RBKC that at present only a percentage of liability costs could found the basis for a payment on account, as there is no order in relation to common costs. If and when a GLO is made the costs may be able to be dealt with on the basis sought by the BLJ Claimants.

30. Accordingly I will not make any order on the application but will give permission to the BLJ Claimants in these claims to restore their applications when the stay is lifted. It would not be appropriate to list the application during the period of the stay in circumstances where costs statements were not provided for the court to consider at the hearing of the application. I appreciate that the agreement to judgment being entered was made only some 1/2 working days before the first day of the hearing, but I would have expected that a draft costs statement with approximate figures could have been prepared in that time.

Applications concerning the continuation of the stay

RBKC's application for the stay to be continued for a period of 12 months

Summary of RBKC' s submissions

31. The following has occurred since the first CMC:

    i) The parties to the BSR and ER claims have been involved in discussing, developing and engaging in an ADR process;

    ii) RBKC have made admissions to the BSR Claimants in the following terms:

        a) In open correspondence dated 22nd March 2022:

> "It is admitted that in respect of those persons to whom the Council and/or the TMO owed a duty of care at common law or pursuant to either the Occupiers Liability Act 1957 or Defective Premises Act 1972, the Council and/or the TMO were in breach of those duties." (Hill 7 §13.2 **HB 91/1601; 60/614**)

        b) In separate letters dated 22 March 2022 in respect of individual claims where the Claimant was present in Grenfell Tower on the night of the

fire and evacuated from it, and in respect of the estates of those who died in the Tower on the night of the fire to make a further admission that a duty of care was owed as follows:

> "It is further admitted in respect of [claimant's name] that the Council and/or the TMO owed a duty of care. We further admit that [claimant's name] suffered some loss or damage, the extent of which is not admitted. We will revisit our position in respect of the extent of that loss or damage upon receipt of further evidence." (Hill 7 §13.2 **HB 91/1601; 60/614**)

c) In a letter of 31st March 2022:

> "As far as causation is concerned where sufficient evidence has been served by you to enable our clients to be satisfied that some loss or damage has been caused by the admitted breaches then such admission has also been made. If evidence has not been served to enable our clients to be so satisfied than the individual letters have also said this." (Hill 7 §13.3 **HB 91/1601; 60/625**)

iii) RBKC have stated in respect of the claims made by the BLJ Claimants that no admissions are made in respect of the claims for misfeasance in a public office or pursuant to the Protection from Harassment Act 1997 or any causes of action not covered by the admission in (i) above;

iv) RBKC have stated in respect of claims made by the Bindmans Claimants that no admissions are made by them in respect of the claims for misfeasance in a public office or under the Human Rights Act 1998 or the Equality Act 2010, or any causes of action not covered by the admission in (i) above: Hill 5 §§19-20 HB 59/540.

32. The position of the Grenfell Tower Inquiry is as follows:

i) The Inquiry has now finished hearing evidence in respect of Modules 1, 2, 3 and 5 and is currently hearing evidence on Module 6, which relates to fire-fighting, testing and certification, fire risk assessment, and the role of Central Government.

ii) Evidence on Module 4 will take place next, dealing with the aftermath of fire, followed by Module 7 which involves all of the expert witnesses to the Inquiry being recalled.

iii) Module 8, the final module, will involve evidence concerning those who died in the fire to enable the findings of fact necessary for the purposes of s. 5(1) Coroners and Justice Act 2009. This will require extensive evidence from the BSRs and extensive input from their legal teams in preparing for it. That is one

of the reasons why the parties supporting the stay application seek an extension to the existing stay of 12 months and not a shorter period.

iv) It is understood that because of delays this year and the evidence still to be taken, the Inquiry's Phase II report is unlikely to be made public until at least August 2023 (Hill 5 §§21-25 **HB 59/540**).

33. There has been the following progress in the ADR process:

i) There has been a high level of engagement between the parties over the last eight months; RBKC and its legal team have worked hard and invested considerable resources over the last nine months to liaise with three different groups of Claimants across more than 1,140 claims to try and establish the ADR processes with them;

ii) All of the Claimants and Defendants involved in the Bindmans ADR process see the value of a further 12 month stay; this factor of itself constitutes evidence for the court that the process is valued by the parties to it, that it is sufficiently well established for them to be confident that a further 12 month delay would see real progress, and that the last 9 months have been productive, fruitful and the result of genuine and concerted efforts on all sides to make this complex and sensitive ADR process work: (Hill 7 §14.1.1 -14.1.3 **HB 91/1603**)

iii) The majority of Defendants to the claims are playing an active role in the discussions, with the potential for more Defendants to join the process;

iv) The parties have agreed and established an ADR framework in order to discuss the claims within the cohort and are progressing towards their goal of resolution, but there is still a significant amount of work to be done because of the complexity of the issues and number of Claimants involved in the claims;

v) The parties are also considering the format and structure of the ADR process for the ER Claimants and are in the process of obtaining and providing to the relevant Defendants the necessary material to enable such settlement discussions to take place;

vi) There is likely to be a considerable measure of overlap between the issues to be examined in the Bindmans Claimants' ADR process and the ER ADR process; for example, questions as to duty of care including primary victim status; there are also ten Defendants common to both the Bindmans and the ER proceedings.

34. The proposal for a stay for the purpose of a formal ADR process is in accordance with the clear guidance of the senior courts; see the Court of Appeal judgement, per Sir Geoffrey Vos, in *OMV Petrom SA v Glencore International AG* [2017] 1 W.L.R. 3465 at [39] **AB 26/144** and *DSN v Blackpool Football Club Limited* [2020] Costs L.R. 359 at [28] **AB 27/161**.

35. A further stay of this length is essential if there is to be any realistic chance of the successful implementation and completion of the ADR process in the two Bindmans and ER Claimants strands of claims. The extensive and costly work already done to establish these processes would be disrupted if any claims were to be advanced to

litigation prematurely. It has been complicated and demanding to organise prepare for and undertake fruitful discussions about over 900 claims brought by 14 different solicitors' firms in the very sensitive context of the Grenfell Fire.

Summary of the position of the Bindmans Claimants

36. The BSR Bindmans group of Claimants consent to the stay application because their assessment is that the ADR process agreed with the relevant Defendants is likely to lead to satisfactory resolution of the litigation within the period of the stay. Even if ADR does not lead to a satisfactory conclusion of all claims, the process that the parties are currently undertaking is likely to result in any subsequent litigation being more focused, proportionate and quick.

37. Although much of the ADR process is confidential to the parties, the Bindmans Claimants were able to inform the court (on the second day of the hearing) that since the last CMC, with the assistance of the facilitators, the parties have now agreed a detailed ADR framework for the Bindmans group of claims. The framework has a number of strands, not all of which are available in litigation before the courts, including restorative justice overseen by a leading authority in the field. The parties have agreed two very experienced mediators to oversee the process, and high level expertise and experience has been obtained to assist in other aspects of the framework. The planning and scheduling of the ADR process has taken into account the continuing work of the Inquiry. The framework agreed by the parties envisages that all strands of the ADR framework will be completed within the period sought for the stay. The mediation is scheduled to take place in January 2023, with joint settlement meetings to follow in the succeeding weeks, and it is envisaged that all strands will be completed by April 2023. The Bindmans' Claimants' legal representatives have sought to ensure that the process developed in conjunction with the relevant Defendants ensures that the Claimants' experiences are central to the process and that there is every opportunity for their meaningful participation.

38. The Bindmans' group of Claimants make no criticism of the position that other Claimants may take as they do not wish to sow division amongst the victims or the wider Grenfell community. But the best assessment of the Bindmans Claimants' legal team is that continued participation in ADR plainly remains in their best interests. If that position changes then they can apply to court for appropriate directions.

Summary of the position of the BLJ Claimants

39. The BLJ Claimants are the only parties who oppose a continuation of the stay, and seek the existing stay to be lifted on their claims and an order for defences to be served; see Paragraphs 42-48 and 66-67 below.

Summary of the position of the ER Claimants

40. The ER Claimants support a further stay, but only on the basis that certain conditions are imposed; see Paragraphs 71 - 72 below.

Summary of the position of the other Defendants

41. RBKC's solicitors and others helpfully created an issues framework agenda with input from all parties summarising each party's position in respect of the various applications. The information shows that the stay application is supported by the following Defendants: Arconic, Howmet, Celotex, Saint Gobain, Exova, the LFC, the HO and the MHCLG (the Department for Levelling Up, Housing and Communities). Those Defendant seek a continuation of the stay to allow the parties to continue to put in place, and to proceed with, ADR in the form of a formal mediation process. Of the other Defendants, Harley Facades have no objection, and Kingspan and the CPM take a neutral position to the stay application.

The BLJ Claimants' application to lift the stay

Summary of the BLJ Claimants' submissions

42. The BLJ Claimants oppose a further stay of their claims, in circumstances where the court was informed at the CMC in July 2021 that the ADR process in the Bindmans group of claims had commenced, and as far as BLJ is aware, no single claim has been resolved via this formal ADR procedure. There is no evidence of real progress in the ADR process and the only step that appears to have been taken is to agree a mediator. No timetable has been set. It is not known whether the mediator has yet been appointed and whether this is intended to be the same mediator for all claims. In the absence of evidence to the contrary the court must assume that the ADR process is broadly no further forward than it was in July 2021.

43. It is unfair to the BLJ Claimants not to be allowed to proceed with their claims for a further 12 months, but if they are to be refused permission they are entitled to know when they will be able to proceed with their claims.

44. The BLJ claims are distinct from the Bindmans group of claims in that they are the only group where their litigation is directed solely towards RBKC and TMO and there are no other Defendants to their claims. There would be no prejudice to resolution of all other claims in allowing the BLJ claims to proceed because RBKC and/or TMO have admitted duty, breach and loss in 53 out of the 84 claims. It follows that the remaining claims must turn on specific issues that are personal to the relationship between those Claimants and RBKC and/or TMO.

45. The issues in the BLJ Claimants' claims are distinct also because the issue of liability in these claims is different in law. For those claims where judgment on liability can be entered the only issues concern quantum and loss. For those for whom breach of duty is not admitted the issues relate to those living on the Walkways, or who are secondary victims, where again the issues are individual not generic. The BLJ Group of Claimants include those with claims for provisional damages based upon the possibility of late onset of disease associated with the inhalation of toxic fumes, which cannot be satisfactorily or safely adjudicated upon except within the litigation process.

46. It has been over 5 years since the fire in June 2017, RBKC is still the landlord for many of the BLJ Claimants. Some are still in temporary or unsuitable accommodation and some families have been rehoused multiple times. Three Claimants in the group have died since the fire: Swinnerton 4 (§§8-16 **HB 68/1134-1138)**. There is cruelty and damage to the BLJ group of Claimants in ordering a further lengthy delay before allowing them to proceed with their litigation, evidenced

on a medical basis by letters from Dr Berelowitz dated 8 April 2022 and Professor Burns dated 31 March 2022 (Swinnerton 4 §17 **HB 68/1138**; Exhibit RS 5 **HB 69/1290-1293**). The court should take into account the vulnerability of the Claimants, as now recognised by CPR 1A PD: "*The court must take all proportionate measure to address these issues in every case*.": CPR 1APD.1(2). The BLJ Claimants are entitled to have their claims dealt with justly, which includes expeditiously. The claims are ready to proceed, schedules of loss have been served in all cases, some medical reports have been served, and others will continue to be served, dealing with causation as well as condition and prognosis. There are no generic issues in the quantification of loss.

47. The BLJ Claimants are not willing to enter into ADR discussions with RBKC until liability has been admitted and judgment can be entered. They are entitled to take a different approach to the other Claimants. It has only been through the pressure of litigation that limited admissions have been obtained from RBKC. The BLJ Claimants are operating a swifter and more cost-effective method of proceeding by not entering into a complex and convoluted ADR process involving numerous other Claimants with different types of cases. The costs of litigation are more proportionate and their recovery governed by the court. The BLJ Claimants' interests are not served by a switch to a confidential process, and their need for open justice is greater than the need for compensation. There has been no change in the law since *Halsey*. The court was referred to the comment of Patten LJ in *Gore v Naheed* [2017] EWCA Civ 369 at [49]:

> "Speaking for myself, I have some difficulty in accepting that the desire of a party to have his rights determined by a court of law in preference to mediation can be said to be unreasonable conduct, particularly when, as here, those rights are ultimately vindicated."

48. The progress of the Inquiry does not impact upon the litigation. Sir Martin Moore-Bick, the Chairman of the Inquiry, has confirmed that he does not believe that the pleading of the claims will affect the work of the Inquiry **HB 88/1520.**

Summary of RBKC's submissions

49. The same considerations apply as the court determined when the nine-month stay was ordered in July 2021. The court must seek to achieve a balance between the normal rights of claimants and defendants to pursue and defend cases individually, and the interests of a group of parties to litigate the action as a whole in an effective manner: see White Book Vol. I para 19.10.0 quoting from the Final Access to Justice Report (July 1996) **AB 9/15.**

50. RBKC again rely upon *Lungowe and ors v Vendanta Resources plc and anor* [2020] EWHC 749 (TCC) **AB 25/129** at [18] – [19] as cited in the judgment following the July 2021 CMC, where Fraser J. held that the system of justice ought not to be required to devote the time of a judge to resolving one set of claims and then to do the same all over again with another set of claims. The same applies to defendants.

51. RBKC also rely on the Practice Direction on Pre-Action Conduct and Protocols **AB 10/17** and paragraphs 10.5 of the Queen's Bench Guide which states: "*Parties to litigation are encouraged to consider resolving their dispute through alternative forms*

of dispute resolution, be it negotiation, mediation or early neutral evaluation." **AB 19/28**

52. Further, the clear direction of travel in recent authorities on the court's power to influence parties' participation in ADR is towards mandatory mediation. Mandatory mediation was declared lawful by the Civil Justice Council in its July 2021 report, and it concluded that contrary to the view taken in *Halsey v Milton Keynes General NHS Trust* [2004] EWCA Civ 576, that mandatory ADR was, in some circumstances, consistent with Art. 6 of the European Convention on Human Rights **AB 20/29**. In *OMV Petrom SA v Glencore International AG* [2017] 1 W.L.R. 3465 at [39] **AB 26/144** the Court of Appeal, per Sir Geoffrey Vos, gave clear guidance that parties are expected to engage reasonably in ADR. In *DSN v Blackpool Football Club Limited* [2020] Costs L.R. 359 at [28] **AB 27/161** Griffiths. J awarded a claimant indemnity costs because of the defendant's unreasonable refusal to engage in settlement discussions.

53. It was held in *BXB* v *Watch Tower and Bible Tract Society of Pennsylvania* [2020] Costs L.R. 341 at [10] **AB 28/171** that the fact that a party is confident of its case on an issue does not mean that there is "*nothing to discuss*". Further the fact that there is "*considerable dislike and mistrust*" between parties is not an adequate reason to refuse to engage in ADR; In fact it is "*precisely where*" there may be such distrust or emotion, which might be "*pushing* [the parties] *down the road to an expensive trial, where the skills of a mediator come in most usefully*": *Garrit-Critchley v Ronnan* [2014] 3 Costs L.R. 453 at [18] **AB 29/185**.

54. See also the White Book 2022 Vol II at paragraph14-6:

> "The benefits of ADR mediation are not restricted to the savings of costs and court time. ADR and mediation have the potential to play a powerful role in cases involving high personal emotion and tragedy. This was demonstrated by the case of baby Charlie Gard, which attracted public attention around the world in 2017. It was the court's duty, in *Great Ormond St Hospital For Children and NHS Foundation Trust v Yates* [2017] EWHC 1909 (Fam), to consider whether to confirm declarations previously made that it was in the child's best interests for artificial ventilation to be withdrawn and for his treating clinicians to provide him with palliative care only. Francis J. explained why, even if the prospects of reaching agreement between the parties appears impossible, mediation should be used. He said "… it is my clear view that mediation should be used. He said:
>
> > "…it is my clear view that mediation should be attempted in all cases such as this one even if all that it does is achieve a greater understanding by the parties of each other's positions. Few users of the court system will be in a greater state of turmoil and grief than parents in the position that these parents have been in and anything which helps them to understand the process and the viewpoint of the other side, even if they profoundly disagree with it, would in my judgment be of benefit"..." **AB 12/21**

55. The court has the jurisdiction to order a stay of proceeding specifically until parties make adequate efforts to engage in ADR: *Muman v Nagasena* [2000] 1WLR 299 at p. 305 D-G **AB 30/190**. Litigation of the BLJ claims at this particular time is unnecessary and disproportionate, because the issues have been considerably narrowed by the recent admissions of RBKC. In summary, for the BLJ group of claims, admissions of a duty of care and of breach of duty have been made in 53 claims, and admission of causation of some loss or damage in 9 of those 53 claims: (Hill 7 §13.9 **HB 91/1602-1603**). Admissions have been made on the same bases in the Bindmans' group of claims. RBKC has followed the approaches in *Alcock v Chief Constable of S. Yorkshire Police* [1992] HL 310 at p316B-D per Hidden J. and at p399C-E per Lord Ackner; and in *White and ors v Chief Constable of S. Yorkshire Police and ors* [1999] 2 AC 455 at p466E per Lord Goff of Chieveley and at p501C per Lord Hoffman.

56. RBKC consent to judgment on liability being entered in those nine claims, with damages to be assessed. The remaining claims where no admissions have been made relate to Claimants who were arguably "outside the zone of danger" i.e. in the Grenfell Tower Walkways, or who claim as secondary victims.

57. Although there is no formal bar to the progress of litigation in parallel to ADR, in the specific circumstances of the present proceedings, concurrent litigation and ADR of the BLJ claims is wholly impractical given the extensive scope and complex nature of the issues raised in BLJ's Particulars of Claim, and the very considerable demand on resources that each of the litigation and ADR processes will require.

58. Litigation of the BLJ claims separately is inimical to progress in the ADR process in the Bindmans claims given the commonality of issues; it would simply not be feasible, and would be highly undesirable, for RBKC to litigate the 85 BLJ claims while simultaneously engaging in ADR with 895 other BSR claims and a further 144 ER claims, where there is such a significant degree of overlap in the nature of the issues in the claims; in particular, the question of whether a duty of care is owed to Claimants, which is still in issue in all claims, (save for admission to all BSRs who were in the Tower on the night of the fire and either died or escaped, and the limited admission made in respect of the Grenfell Walkway Claimants).

59. Litigation of the BLJ claims, particularly given the claims in misfeasance in public office, should await the outcome of Phase II of the Inquiry;

60. Litigation of the BLJ claims will positively delay their resolution as compared with ADR, and will almost certainly increase costs, not least because, if litigation proceeds, RBKC will bring further contribution proceedings against other Defendants which would exacerbate the issues referred to above;

61. The BLJ Claimants' present position is contrary to the overriding objective and reflects an unwillingness to make sensible and proportionate use of a clear opportunity for settlement of claims; the issues have been considerably narrowed by the admissions made by RBKC and should offer a productive backdrop to ADR.

62. If BLJ is permitted to progress to litigation as a splinter group away from the vast majority of the other BSR claims there is a risk of a judge's time being spent determining liability in identical or similar factual situations twice over, and RBKC in incurring costs twice over in dealing with liability issues, which is particularly

important for RBKC as a public authority which must be scrupulous in its use of public funds. The court is referred to the judgment of Fraser J. in *Lungowe and ors v Vedanta Resources plc and anor* [2020] EWHC 749 (TCC) at [18]-[19] **AB 25/134**, relied upon in the judgment following the first CMC in July 2021 **HB 59/515**. The court must strike a balance between the normal rights of claimants and defendants to pursue and defend cases individually, and the interests of a group of parties to litigate the action as a whole in an effective manner: see para 19.10.0 of the White Book Vol. I quoting from the Final Access to Justice Report [July 1996] **AB 9/15**.

63. If a very small cohort of 8% are permitted to proceed with litigation it would risk jeopardising an ADR process involving the remaining 92% of Claimants.

64. The parties to the ADR process are united in their view that ADR continues to be worthwhile and productive. The fact that these ADR processes are substantial exercises requiring a significant time commitment does not justify the expenditure in litigation of a group of linked claims with the same (or similar) factual and legal bases. It would be much more pragmatic for BLJ to engage in discussion of these issues whilst they are also being discussed in the Bindmans and ER ADR processes.

65. The evidence given to the Inquiry about the refurbishment of Grenfell Tower will be of central relevance to the claims made by the BLJ Claimants in misfeasance, and so such claims cannot be considered in any detail until the Inquiry's conclusion without significant duplication of costs.

66. Even if the ADR process is unsuccessful, it would be premature and cause unnecessary complexity and confusion to manage the groups of BSR and ER Claimants, and Contribution and Third Party contribution claims to be case managed separately; it makes sense for these claims to continue to be case managed in a centrally controlled way. It would be more efficient to reconsider whether the claims should be case managed separately or together when the ADR processes have concluded and the extant legal and factual issues crystallise.

67. The approach of the courts since the introduction of the CPR has been to encourage parties to try and achieve settlement without resorting to litigation: see Practice Direction on Pre-Action Conduct and Protocols §§ 8-11 AB/17, Paragraph 10.5 QB Guide and the judgment of the Court of Appeal per Sir Geoffrey Vos in *OMV Petrom SA v Glencore International AG* [2017] 1 WLR 3465 at [39] AB/144:

> "…The culture of litigation has changed even since the Woolf reforms. Parties are no longer entitled to litigate forever simply because they can afford to do so. The rights of other court users must be taken into account. The parties are obliged to make reasonable efforts to settle.....The regime of sanctions and rewards has been introduced to incentivise parties to behave reasonably, and if they do not, the court's powers can be expected to be used to their disadvantage. The parties are obliged to conduct litigation collaboratively and to engage constructively in a settlement process." **AB 26/159**

68. The court has the power to order a stay of proceedings until parties make adequate efforts to engage in ADR: *Muman v Nagasena* [2000] 1 WLR 299 at p 305D-G **AB**

30/190. It is submitted that the court should use its case management powers to order and maintain a stay of the BLJ claims to encourage the BLJ Claimants to participate in ADR.

69. With regard to the points made by the BLJ Claimants, RBKC respond as follows:

i) The letters from Dr Berelowitz dated 8 April 2022 and Professor Burns dated 31 March 2022 (Exhibit RS 4 **HB 69/1290-1293**) support the position that it will be preferable for the Claimants if the litigation is not protracted. It is submitted that the quickest route to ending the litigation will be through the ADR process.

ii) The BLJ claims are not ready to proceed to litigation in any event; medical reports have been served for only [24] of the 85 BLJ Claimants, and three of those reports were served more than 6 months after the date of the reports. Whilst RBKC are sympathetic to difficulties in obtaining expert psychiatric evidence in the particular circumstances, and during the period of the effects of the pandemic, the claims cannot progress without such evidence. There are also issues with regard to the Particulars of Claim which have been raised by RBKC in correspondence, and RBKC are unable to plead to the relevant causes of action until the claims are properly particularised. A further stay would enable BLJ to prepare their medical evidence and encourage them to participate in the ADR process (Hill 7 §11.2 – 11.4 **HB 91/1600**).

iii) The principle of open justice relates to ensuring that proceedings that take place in court are open and accessible to all, and is not relevant to the court's consideration of whether to order an extended stay in all claims, nor does it constitute a legitimate basis for refusing all offers to engage in an ADR process. Insofar as the reference to open justice refers to Article 6 ECHR considerations, it is clear in the light of the Civil Justice Council 2021 report **AB 20/29** that this is an out of date approach and that the importance of the court directing parties towards mediation in appropriate cases is now paramount and is regarded as compatible with Article 6.

iv) The BLJ Claimants are not entitled to proceed with their claims as of right without regard to the impact upon the remaining 92% of claims. The overwhelming view of the other parties is that the imposition of a 12 month stay is the most appropriate step in case management at this stage. The BLJ cohort's wish to litigate now must be weighed against the interests of the other parties. Litigation of the BLJ claims would pull in the opposing direction from the ADR process and would be against the interests of the parties involved in that process. The risk of the ADR being adversely affected by the litigation proceeding in respect of the BLJ claims is, in all the circumstances, unacceptable. The BLJ Claimants should be encouraged by the court to at least attempt to engage in the ADR process before proceeding further with litigation.

v) The court had already determined at the July 2021 hearing that it would be beneficial to all Claimants for any litigation to take place after the Phase II report in the enquiry have been published. Phase II examines the cause of the fire and how Grenfell Tower came to being a condition in which the fire was allowed to spread as found in the Phase I report. The Phase II report is therefore likely to assist the Claimants in putting their case on the disputed issues and in

determining what evidence is required to support their claims before litigating these issues, and in the interim ADR can be proactively explored.

vi) This is particularly relevant to the claims of misfeasance in public office. BLJ will have to provide further information in respect of this claim as the present Particulars of Claim are inadequate in this regard. If the BLJ claims are allowed to litigate ahead of the publication of the Phase II Report this may confuse matters or prejudice some of the parties and will also cause unnecessary additional costs to be incurred.

vii) If the BLJ claims proceed on liability issues, in particular on duty of care, they would effectively serve as unselected "test cases" on issues which span the entire group of Claimants. This would pre-empt the court's decision on a GLO, and short circuit the usual consultation process for such an order. This would result in unfairness to the other parties outside of the BLJ cohort of 85 claims.

Summary of the Submissions of the other Parties

70. The majority of the other Defendants made it clear that they did not wish the ADR process to be potentially impeded or destabilised by the diversion of effort if RBKC were to be involved in active litigation in the BLJ group of claims. The consequences of such destabilisation may be that other groups of Claimants break off from the ADR process, and if the ADR process was completely derailed then the court would be faced with managing over 1,000 claims with 15 firms of solicitors involved. It is apparent that differences of approach by different firms representing claimants in group actions can cause issues that have to be addressed by the court; see *Lungowe v Vendanta Resources plc* [2020] EWHC 749 (TCC) per Fraser J. at [30] – [39] **AB 25/29**. All other Defendants as well as RBKC would be affected if the stay was lifted on the BLJ claims as RBKC have stated that they would then apply to join them as Part 20 Defendants to contribution claims. The obvious point was made that the court would be likely to be faced with duplicative hearings, evidence and determinations of the same or similar issues between the BLJ group and the Bindmans group of claims, arising out of the same facts and subject matter. There remain live liability issues in both the BLJ and Bindmans groups of claims that are common or similar. Further the Inquiry will not have produced sufficient further evidence by that point.

71. It was also submitted that allowing the BLJ claims to proceed now would divert funds to the expensive process of litigation which could be better spent in other ways in these claims. Until medical evidence is provided there will be no prospect of settlement, and such evidence would be required in any event in the Claimants' own interests to ensure that their claims are not under settled. It was however generally recognised that BLJ were working hard to obtain that evidence and that it was not an easy task.

72. The Bindmans Claimants' position is that they respect the position of the BLJ Claimants to take a different approach.

BLJ Application for Defences to be served

Summary of BLJ Submissions

73. BLJ seek defences to be served in their claims so that the claims can proceed to trial, if there is no full admission of liability.

74. RBKC have not admitted causation of loss in the majority of cases, which emphasises the need for Defences to be served. The claims cannot be resolved without admission of fault and causation. It was only the pressure of the impending CMC that led RBKC to make the limited admissions made in their letters of March and April 2022, and without being able to progress the claims through the litigation process there is no method of obtaining further admissions from RBKC.

Summary of RBKC Submissions

75. BLJ's Particulars of Claim allege claims in misfeasance in public office, negligent misstatement and under the Protection from Harassment Act 1997, as well as claims for aggravated, exemplary and provisional damages. the basis for these claims is not particularised and the pleading requirements of CPR 16.4(1)(a) and (c) and paragraph 4.4 of Practice Direction 16 have not been met. RBKC have invited BLJ to provide further information for these claims before responding to them and until a response is received RBKC cannot reasonably be expected to incur the costs of investigating and attempting to respond to wide ranging and legally complex claims. Likewise the other causes of action cannot be responded to at this stage as the defences to be relied upon are likely to be numerous and legally complex and the Inquiry has not yet concluded.

76. In any event, the majority of BLJ claims are not ready to proceed to litigation as medical reports have been served for only a small proportion of the 85 BLJ Claimants. There have been obvious difficulties in obtaining expert psychiatric evidence during the period of the effects of the pandemic, and there are a considerable number of claimants for whom this has to be organised, but the claims cannot progress without such evidence.

77. For the same reasons as relied upon in RBKC's opposition to BLJ's application to lift the stay, it would not be fair, practical or appropriate for RBKC to plead their defences to the BLJ claims at this stage. The process would also be extremely costly and is likely only to stress the areas of difference between the parties; it would be obviously preferable to engage in ADR, where costs can be used productively to achieve resolution of claims against a backdrop in which significant admissions have been made.

The ER Claimants' application for conditions on the stay

Six Month Break clause

Summary of ER Claimants' Submissions

78. The ER Claimants, comprising the PO Claimants, the Senior Firefighters and the Firefighter Claimants, support the stay application, but they are concerned about the slow progress of the ADR process for the ER Claimants, in particular that there has been no confirmation that liability will not be in dispute, and that a mediator has not yet been appointed, although Lord Neuberger has been agreed as a mediator. They say that there has been no contact relating to ADR from the Defendants between a Zoom meeting in October 2021 until a letter in March 2022. The ER Claimants followed the

Zoom meeting with a letter dated 26 October 2021, setting out details of each claim and inviting the Defendants to propose steps to mediation, and on 18 January 2022 the ER Claimants proposed the names of mediators who might be appropriate, having obtained their dates of availability. There was then no contact until the March 2022 letter. The Defendants then opted to agree Lord Neuberger as a mediator, rather than any of the mediators with availability in 2022 put forward by the ER Claimants, although the ER Claimants have ascertained that Lord Neuberger has no availability until 2023. It is accepted that since 28 March 2022 there has been more frequent contact and the ER Claimants are now trying to agree a date both for an initial meeting and mediation.

79. However, it was submitted on behalf of all ER Claimants that they have only been able to obtain information about the ADR process by means of the information provided for the CMC. In particular, it is only due to the application of the BLJ Claimants for the stay to be lifted that information has been provided to the court about the progress of the ADR process. There is a concern that the ER Claimants are being side lined in that process. The ER Claimants therefore are prepared to agree to a stay of 12 months only if at 6 months (i.e. October/November 2022) a CMC is listed so that the court can review progress in the ADR. Ms Taylor's statement refers to a 'break clause' to the stay for the ER Claimants to "*utilise if no progress (in respect of ADR) is made in the next 6 months with a date fixed for a hearing at the next available date after 6 months, which can be vacated if progress is made*.": Taylor 1 §45 **HB 64/930.**

Summary of RBKC's submissions

80. The stay is not unconditional, and is limited in time. No other party supports a 'break clause' being imposed, and in any event it is unnecessary as any party can apply to lift the stay at any time.

81. The proposal for a break clause would be actively disruptive to all parties and to the ADR process and is likely to distract the parties from their efforts in the ADR process because they will anticipate the possible lifting of the stay. If the break clause is relied upon the ER claims may progress to litigation whilst the Bindmans ADR process is still ongoing, and the same concerns outlined apply equally as in the BLJ claims, with regard to any group proceeding to litigation as a 'splinter group.' There are some common or related issues between the BSR Claimants and the ER Claimants, such as duty of care, including primary victim status, Claimants who were rescuers, Claimants with provisional damages claims and there are Defendants common to both the Bindmans and the ER proceedings.

82. A CMC in this litigation would require significant preparation and a further CMC would involve all of the same parties coming back to court. The ER Claimants suggestion that the CMC need only involve their claims would pre-empt the court's decisions relating to common case management and GLO issues, which are not yet ready for consideration.

83. The proposed break clause is unworkable because the notion of 'progress' is not a defined date or event but highly subjective and difficult if not impossible to measure. This is particularly the case where on the ER Claimants proposed timetable the stay would be lifted just two months after the Defendants have received their settlement packs. The ER Claimants have failed to provide a specific date or month by which that information will be provided. The ER Claimants should be realistic about how quickly

the ADR process can progress in the current circumstances where there are 144 ER Claimants, and no information has yet been provided about the nature, basis for, or quantum of their claims including medical evidence. There will be numerous practical considerations such as agreement of a timetable, organisations of menus for negotiations and the finalisation of the appointment of a suitable facilitator.

84. In any event, the basis on which a break clause is sought, namely an alleged failure on the part of the ER Defendants to progress ADR with the ER Claimants, is entirely misconceived, as the operative cause of any delay of the ADR process as a whole is the absence of the necessary evidence and information from the Claimants.

85. If the stay were to be lifted the ER Claimants would need to plead Particulars of Claim compliant with CPR Part 16 and to serve medical reports for each of the 144 Claimants claiming for personal injuries. There has been no indication that the solicitors for those Claimants will have sufficient information about the claims to fulfil these substantial tasks by the autumn. The ER Defendants will probably require their own medical evidence once they have received the Claimants' medical evidence, but cannot start that process until they understand the nature of the claims advanced and have received disclosure of medical records and the medical evidence relied upon by the ER Claimants. The process of obtaining reports is likely to take months rather than weeks. It is unrealistic to assume that the claims can proceed immediately to mediation as soon as the ER Claimants' settlement packs have been served. 12 months is realistically required to allow the ER Claimants' ADR process to be the focus of the parties' efforts to have a proper opportunity of success. It would be premature to consider litigation as the alternative route forward before the end of that. If the ADR process were to break down it will be open to the parties to make an application to lift the stay.

86. The participating Defendants are doing their best to progress all ADR process discussions as expeditiously as possible, but these are complex and involve a large number of parties. Although there are considerably fewer claims in the ER ADR process they are likely to raise equally complex factual and legal issues and to require the provision and analysis of substantial amounts of evidence.

<u>Summary of the position of all other parties who support a 12 months stay</u>

87. Arconic explain that the ER Claimants' ADR process has not advanced further because the ER Claimants are still gathering the relevant information about their claims. It has been agreed that the ER Claimants will serve settlement packs, which the PO Claimants now say will be served "at the end of the summer 2022": Taylor 1 §51 **HB 63/919.** Thus the further CMC would be listed only 2 months after the settlement packs had been served, and it will inevitably take longer than 2 months for the Defendants to be able to respond to these, as there are 144 ER Claimants. Ms Taylor says that the settlement packs will contain expert reports, witness statements and complex schedules: §31 **HB 63/919**. The Defendants will wish to scrutinise that information, potentially obtain their own expert reports or produce counter-schedules and hold discussions between themselves to agree on a united response. It is not reasonable to expect a response in 2 months. It will therefore only be possible to assess whether adequate progress is being made in the ER Claimants ADR process after a period of about 10 months, which would then leave 2 months to prepare for the next CMC. It is submitted that a 6 month break clause would put undue pressure on the parties, and could lead to

satellite disputes about whether sufficient progress has been made and potentially undermine the ADR progress.

88. Celotex make similar submissions, and note that it is open to the ER Claimants to apply to lift the stay if they consider that inadequate progress had been made in the ADR process. LFC, Exova, DLUHC, the Home Office, Rydon and CEP all oppose a break clause and support RBKC's position. The other Defendants do not make any submissions on this point.

89. The Bindmans group of Claimants do not support a further CMC during the stay. It was said that the ER Claimants had not made any formal request for an update on progress in the ADR. A further CMC would need the Bindmans group of Claimants to involve 14 firms of solicitors, and two leading Counsel and would be expensive and time consuming.

90. Many parties emphasised the considerable expense of a further CMC, and that it was simply not realistic to suggest that only the ER Claimants and RBKC would need to attend. It was also unrealistic to suggest that the CMC could simply be vacated if not needed. Considerable preparation time would be required and the likelihood would be that a CMC would not be vacated in time for those costs to be saved, and the costs of the date in the court's diary would be likely to be some £200,00 in cancelled brief fees.

Appointment of a lead Defendant

91. The ER Claimants seek a direction that RBKC be appointed as a lead Defendant, alternatively, if no lead Defendant is appointed, that all Defendants co-operate and co-ordinate liaison with the Claimants representatives

92. RBKC submit that there is no jurisdiction to appoint a lead defendant at this stage because the proceedings are not subject to a GLO. The court only has power to appoint a lead defendant in group litigation: CPR 19.13 (c); CPR 19BPD para 2.2; at [38] -[39] **AB 139**. In any event it would not be appropriate to appoint a lead defendant at this time. Proper preparation would be required before this would be possible, because the relationship between the lead solicitor and the other firms must be "*carefully defined in writing*": *Lungowe* at [38] **AB 25/139.**

93. Arconic do not support a lead defendant being appointed, for reasons in Hill 5 §11 **HB 59/538**, but if appointed suggest either RBKC or LFC. Celotex do not consider this to be necessary or appropriate at this stage, and say that it would be better addressed when considering a GLO application. It is not accepted that the lack of a lead defendant has impeded progress. The delay in service of the ER Claimants' settlement packs has been the major delaying factor. Neither CEP nor Exova support any conditions to be imposed on the stay, adopting RBKC's reasoning. No other Defendant supported a six month break clause.

Permission to investigate liability during the stay

94. The ER Claimants seek to exclude investigation of liability from the stay, alternatively give permission for such investigation during the period of the stay. RBKC oppose this on grounds that the order would serve no purpose, and that the order of 7 July 2021 at paragraph 9 gives the ER Claimants the permission they seek in any event for the

purposes of the ADR process. **HB 52/508**. In so far as such an order is sought to give the ER Claimants costs protection, RBKC strongly refute any suggestion that they need to carry out any investigation with a view to drafting Particulars of Claim. RBKC will strongly resist any suggestion that they should pay the costs associated with work done on liability for the purposes of litigation as opposed to work on liability as is agreed to be required by the parties for ADR.

95. Arconic do not oppose such permission being granted. Celotex opposes the request because the Claimants will need to focus on causation and quantum in the next 6 months; Exova also opposes the request, but say no such permission is required.

Discussion – RBKC Application for a further stay of 12 Months

96. The court has an inherent power to order a stay of proceedings as well as pursuant to CPR 3.1(2)(f). CPR 26.4(2A) also gives the court the power to unilaterally order a stay of proceedings to allow for the settlement of a case if it considers it appropriate. The court's duty under CPR 1.4(1) to case manage litigation actively and to further the overriding objective at 1.1, is relevant to the exercise of this power. The general duty to manage cases actively specifically requires the courts to encourage the parties to use an alternative dispute resolution procedure if the court considers that appropriate to facilitate the use of such procedure, to help the parties settle the whole or part of the case, enter fixed timetables or otherwise control the progress of the case. The CPR requires the parties and their legal representatives to assist the court in furthering the overriding objective.

97. In the light of the overwhelming view of the majority of all parties save the BLJ Claimants that the ADR process has the best chance of resolving their claims earlier than and without the further trauma of the litigation process, I respect the wish of those parties and all the experienced legal representatives advising them, that this is the case, for the reasons that they have given. It is of course often the case in group or multi-party litigation involving very large numbers of claimants that a stay is put in place so that a structured ADR process can be put in place and settlement explored before embarking on the usually very costly and protracted course of litigation, and I know from my own experience of case managing such claims that often resolution can be achieved without the litigation proceeding further. In my view this is an obvious and sensible course to follow in these claims at this early stage in the proceedings, particularly where admissions have been made in a number of claims. I also agree that it is simply not practical in this complex litigation with over 1,000 Claimants for the litigation process to proceed in such claims at the same time as the ADR process is underway, as is possible for many unitary claims.

98. I will therefore order a further 12 months stay in respect of the claims of the Bindmans Group of BSR Claimants and the ER Claimants. All those Claimants seek a stay and the vast majority of Defendants support a stay, and none oppose it. I have received evidence as to the progress of the arrangements for ADR and for a formal mediation process to be put in place, and leading Counsel for RBKC and for the Bindmans' group of Claimants have answered my queries about the period of time which it will take for the ADR process to commence and be likely to conclude, to my satisfaction. I recognise the extent of the work and the complexity of the arrangements to finalise the ADR process. I note that this has taken a considerable time already, and is expected to take at least a further year to achieve substantial progress, but I consider that this is a

constructive and sensible manner of progressing the claims of both the BSR and ER Claimants, and is likely to achieve, or at the very least has a good chance of achieving, resolution of the claims more speedily than the litigation process.

Discussion - BLJ Application to lift the stay

99. The considerations set out above apply with equal force to this issue. I have concluded that the BLJ group of claims should continue to be subject to a stay for the same period as the other claims, subject to certain caveats, and that their application to lift the stay of their claims is refused, for the reasons that follow.

100. I do not consider that it is necessarily the case that the BLJ claims will be resolved more speedily by litigation. The Particulars of Claim are likely to need amendment or further information, and the process of preparing and finalising a defence will be time consuming and expensive. That time and expense will not only be a distraction for RBKC during the extensive commitment of time and resources needed to be invested in the Bindmans group ADR process, but may also prove to be unnecessary. In those cases where admissions have been made that a duty of care exists in common law in negligence and under the Occupiers Liability Act 1957 and the Defective Premises Act 1972 and that there has been a breach of such duty there would be no point in requiring RBKC to prepare a defence dealing with such claims. RBKC have so far agreed to entry of judgment in nine BLJ claims, and will not oppose applications for judgment in claims where a complete admission has been made (see Paragraph 20 above).

101. However, in both cohorts of BSR claims, there are claims where admission of a duty of care, and/or admission of breach have not, and may not, be made, and if these claims are not able to be resolved in the Bindmans group ADR process then they may ultimately have to proceed to trial.

102. Although the BLJ claims are made only against RBKC, all the Bindmans group of Claimants have claims against RBKC and there will be many common issues of fact and law in respect of the BLJ Claimants and the Bindmans Claimants. It would be entirely disproportionate for such common issues to be litigated separately and prior to the Bindmans group of claims.

103. Although the BLJ Claimants have produced evidence from the Tribunal chairman, Sir Martin Moore-Bick, that the litigation will not interfere with the Inquiry, that is not the point that I made in the July 2021 judgment: see paragraph 16 **HB 53/516**. The point is that considerable evidence will be brought before the Inquiry, the Chairman will make available the Inquiry's reports and recommendations in the light of that evidence, and that will no doubt be immensely helpful to the parties to the Grenfell Tower litigation. By the time of the expiry of the stay the Inquiry should have concluded Module 7, which will involve recalling experts to give evidence on matters such as the result of further tests of cladding materials, and Module 8, which will involve witness evidence concerning those who tragically died in the fire. That evidence is likely to inform the stance taken by many Defendants to the litigation, and potentially achieve some further admissions of breach of duty. It would be wasteful of costs and resources for the parties to be required to fully plead their cases before that information is available.

104. I am of course sympathetic to the understandable concerns of the BLJ Claimants as to the lapse of time since the fire, the 5 year anniversary of which will have passed when this judgment is handed down. I have heard victims speak on the radio eloquently of the grief, anguish and distress many of them still suffer. That is of course the case for all BSR Claimants, not just the BLJ Claimants. I am well aware of the court's duties towards vulnerable parties under CPR Practice Direction 1A, but the decision to stay the claims for the reasons given is, in my view, in accordance with such duties.

105. I accept the evidence of Dr Berelowitz and Professor Burns **HB 69/1290-1293**. Inevitably the process to resolution of the claims, whether by litigation or through negotiated settlement, will not be speedy given the number of parties and the complex issues. But now that limited admissions have been made by RBKC, I would hope that once medical reports have been served that more claims can proceed to judgment, and funds can be made available for those Claimants, and in particular child Claimants, to access appropriate treatment. I would hope that the claims of child claimants can if possible be prioritised through any ADR process. I was informed by leading Counsel for RBKC at the hearing that RBKC has established a rehabilitation scheme for victims to access treatment, that a total of 330 people had now accessed treatment, and that a sum of £50 million had been allocated by RBKC over 5 years to a strategy for long term recovery. I was assured in open court that all legal representatives involved in these proceedings, both Claimant and Defendant representatives, share concern for the victims and wish to see a just and swift resolution. I note that one of the issues considered to exacerbate the impact of the legal proceedings on the victims is its high profile, and it is possible that this factor may be lessened by participation in the confidential ADR process, rather than in the adversarial court process. I consider that the ADR process being established is the obviously appropriate course to attempt before proceeding with litigation involving more than 1,000 Claimants and multiple Defendants. Although it may be that not all issues will be capable of settlement, it is highly likely that there will be a sufficient number of settlements and/or narrowing of issues so that when the stay is lifted more efficient progress to resolution of these claims can be made in the litigation.

106. The BLJ Claimants say that they seek transparency of justice, which they are concerned will not be achieved by any ADR process. It is settled law that a stay of proceedings for settlement negotiations is not an interference with a party's Article 6 rights to a fair hearing. In any event the Public Inquiry is still proceeding, where all the evidence before it will be given in public, and the reports produced, and to be produced, by the Inquiry are and will be publicly available. If any of the BLJ Claimants' claims cannot be resolved by agreed entry of judgment then, upon expiry of the stay, their claims will proceed to trial. But at that stage the number of BSR Claimants where complete admissions of liability have not been made should be a much smaller and more manageable number, and the legal and factual issues are likely to be narrower.

107. I do not accept the BLJ Claimants' submissions that there will be no prejudice to the Defendants if the BLJ group of claims are permitted to continue outside the stay ordered for the Bindmans group of claims. There will be a diversion of funds and resources, which will also be likely to be to the detriment of RBKC dealing efficiently with the other claims in the ADR process. If judgment can be entered in the 44 claims where admissions have been made when medical evidence is availble then any prejudice to

the BLJ Claimants in continuing the stay without their consent will be substantially reduced.

108. I was asked by leading counsel for RBKC to urge the BLJ Claimants to join the ADR process, and I consider that it would be clearly sensible for the BLJ Claimants to participate in discussions about liability, which would be equally as helpful to those BLJ claims where admissions have not been made as to the Bindmans group of claims. BLJ's wish to proceed separately from the majority of Claimants must be balanced with the interests of those other Claimants, and the most effective and proportionate case management of all the claims.

109. I consider that the following should be excluded from the stay to ensure progress is not lost:

i) Entry of judgment in agreed cases;

ii) Any further clarification of admissions sought by Claimants;

iii) Obtaining medical evidence and preparing information for and updating schedules of loss;

iv) Any investigations/gathering of information agreed in the ADR process.

Discussion- BLJ Claimants Application for Defences to be Served

110. It follows from my decision to continue the stay of the BLJ Claimants' claims that I also dismiss the BLJ Claimants' application for defences to be served. For those 44 Claimants where a breach of a duty of care has been admitted, once medical reports and updated Schedules of Loss have been served it may be possible for agreement to be reached for entry of judgment, and RBKC confirmed in open court that they would co-operate in this regard. There is little point at this stage in requiring RBKC to serve defences in relation to the claims of misfeasance in public office, and in any event RBKC has indicated that in order to do so it would require substantial further information. That would at this stage be both an unnecessary distraction and an unnecessary use of limited resources.

111. With regard to the remaining 31 claims where no admissions have been made, I was notified after the hearing that a schedule of those claims had been prepared by RBKC, with reasons for the lack of admissions in those cases. I have been provided with a copy of the Schedule with BLJ's comments included, and a copy of BLJ's letter to DWF Law dated 6 May 2022 with regard to the remaining 31 BLJ Claimants. I would expect that exchange of information to continue so that it can be identified whether any are capable of settlement, and if not what legal and factual issues remain in dispute in those claims, and the extent to which there are common or related issues with any of the Bindmans group of claims. That is likely to be the case, as I was informed that admissions had not been made to tenants of the Grenfell Walkways or those with perceived secondary victim claims.

Discussion – ER Claimants' application

Six month 'break clause'

112. I agree with the submissions of the various Defendants and the Bindmans group of Claimants that a six month break in the stay for a CMC to be listed at that stage would not be helpful, for all the reasons that have been submitted. The ER Claimants originally envisaged that they would be able to serve their settlement packs by the beginning of 2022, but the anticipated date is now at the end of the summer, presumably September. The ADR process cannot commence without that information and a CMC within 2 months of service of the settlement packs would give no opportunity for the Defendants to consider them, and obtain their own evidence, if necessary. It would incur very substantial costs and would not serve any useful purpose. If any party considers that there is such a lack of progress that they consider that the stay should be lifted, they are free to apply. There are over 1,000 Claimants in total, with differing Defendants in some cases, and inevitably the ADR process will take time. That time will, in my view, be well spent, and the preparatory work would in any event have to be done in the litigation process, so that work is not wasted. It is likely that at least a proportion of the claims can be successfully settled during that process, and for those where that is not possible the parties will be much better informed as to the issues, which will inform the litigation, if litigation proceeds in respect of some or all claims.

113. Meanwhile I urge all parties to communicate more fully with regard to the progress of the ADR arrangements. Although complaint was made by the ER Claimant groups about lack of information, there was little evidence that their solicitors had been proactive in chasing this. But it is clearly important for co-operation and communication about important issues such as agenda, choice of and appointment of mediator(s) and facilitator.

Appointment of a lead defendant

114. I accept the submissions of RBKC and other Defendants who opposed the appointment of a lead defendant. This is not required where a stay of the proceedings is in place. It is a matter for the parties to discuss within the litigation if a GLO is made. If one of the Defendants' solicitors wishes to put themselves forward as a central point of contact in respect of the ADR arrangements that is a matter for the parties to agree, not for the court.

Permission to investigate liability

115. My view is that this is not a matter for the court's permission and that each group of Claimants will have to make their own decision as to whether and to what extent liability issues need to be investigated during the period of these stay. In so far as such investigations are required for the purpose of preparing for any ADR process, permission is already in place in Paragraph 9 of the Order of 7 July 2021 **HB 52/508**.

Application to adjourn consideration of a GLO and appointment of a Managing Judge

116. It was submitted by leading counsel for RBKC, and supported or not opposed by all other parties, that significant preparatory work is required for a GLO application in a case such as this and the parties had not had the opportunity to discuss a possible GLO because of the extent and nature of the claims being litigated, and the common issues of law and fact raised by them is still unclear. In the intervening period since the last

CMC the parties have been focusing on ADR in a constructive manner. It is therefore proposed that the court allow the parties to consider this further at the next CMC, and if litigation is proceeding, to give directions to enable a GLO application to be made, following the usual necessary consultation between the parties.

117. The supporting parties also all agree that no further order is required at this time in respect of common case management, the appointment of a managing judge or the making of a GLO.

118. I agree with RBKC's submission and the issues of common case management and whether a GLO should be made will be adjourned until the next hearing or further order.

ANNEX 1

Claim No.	Title of Claim	Category of Claim	Claimant Solicitors
QB-2020-004666	Abel-Kader & ors v RBKC & ors	BSR Bindmans Group	Bindmans LLP
QB-2020-004665	Belkadi & ors v RBKC & ors	BSR Bindmans Group	Scott Moncrieff
QB-2020-004661	Abdu & ors v RBKC & ors	BSR Bindmans Group	Hodge Jones & Allen
QB-2020-004657	Burigotto & ors v RBKC & ors	BSR Bindmans Group	Russell-Cooke LLP
QB-2021-000250	Atmani & ors v RBKC & ors	BSR Bindmans Group	Russell-Cooke LLP
QB-2020-004663	MCY & ors v RBKC & anor	BSR Bindmans Group	Duncan Lewis
QB-2020-004667	Ahmed & ors v RBKC & ors	BSR Bindmans Group	Bhatt Murphy Ltd
QB-2020-004655	Chiejina & ors v RBKC & ors	BSRBindmans Group	Birnberg Pierce Ltd
QB-2020-004660	Abebe & ors v RBKC & ors	BSR Bindmans Group	Howe & Co
QB-2020-004662	Asi & ors v RBKC & anor	BSR Bindmans Group	Hickman & Rose
QB-2020-004656	Bernard & ors v RBKC & ors	BSR Bindmans Group	Saunders Law
QB-2020-004652	Disaro & ors v RBKC & ors	BSR Bindmans Group	SMQ Legal Services
QB-2021-001666	Konarzewska & ors v RBKC & ors	BSR Bindmans Group	SMQ Legal Services
QB-2020-004653	Haley & ors v RBKC & ors	BSR Bindmans Group	Slater & Gordon
QB-2020-004659	Tekle & ors v RBKC & ors	BSR Bindmans Group	Imran Khan & Partners
QB-2020-004651	KA & ors v RBKC & ors	BSR Bindmans Group	Deighton Pierce Glynn
QB-2020-002018	Saye & ors v RBKC & ors	BSR Bindmans sub Group 1	Birnberg Pierce Ltd
QB-2020-002190	Egal & ors v RBKC & ors	BSR Bindmans sub Group 1	Russell-Cooke LLP
QB-2020-002022	Talabi & anor v RBKC & ors	BSR Bindmans sub Group 1	Howe & Co

QB-2022-001067	AX & ors v RBKC & ors	BSR Bindmans sub Group 2	Bindmans LLP
QB-2022-000998	Williams & ors v RBKC & ors	BSR Bindmans sub Group 2	Russell-Cooke LLP
QB-2022-001017	Halley & ors v RBKC & ors	BSR Bindmans sub Group 2	Hodge Jones & Allen
QB-2020-001005	Atmani & ors v RBKC & anor	BLJ Group	Bishop Lloyd & Jackson
QB-2020-002010	Hart & ors v RBKC & ors	ER Police Officer Claimants	Penningtons Manches Cooper LLP
QB-2020-002006	De Costa & ors v RBKC & ors	ER Firefighter Claimants	Thompsons
QB-2020-002017	Alie v RBKC & ors	ER Senior Firefighters	Pattinson & Brewer
QB-2020-002053	Walton v RBKC & ors	ER Senior Firefighters	Pattinson & Brewer
QB-2020-004516	RBKC v Whirlpool Polska & ors	RBKC Contribution Claim	DWF Law LLP

ANNEX 2

Claimants

BSR Claimants:	Claims brought by the Bereaved, Survivors and Relatives of the victims of the fire, comprising the Bindmans Group, the Bindmans sub Groups and the BLJ Group of Claimants.
Bindmans Claimants/Bindmans Group of Claimants; Bindmans sub-groups	Those claims where various firms of solicitors are acting, and which are co-ordinated by Bindmans LLP.
BLJ Claimants/BLJ Group of Claimants	Claim Number: QB-2020-001005 where Bishop Lloyd & Jackson, are acting.
ER Claimants:	Emergency Responder Claimants comprising the Police Officer

	Claimants, the Senior Firefighters and the Firefighter Claimants.
PO Claimants	Police Officer, (PO) Claimants in Claim No: QB-2020-002010.
Senior Firefighters	Claims brought by two Senior Firefighters in Claim Nos: QB-2020-002053 and QB-2020-004516
Firefighter Claimants	Claims brought by Firefighters in Claim No: QB-2020-002006

Defendants

Abbreviation	Full Name
Arconic	Arconic Architectural Products SAS Arconic Corporation
Celotex	Celotex Ltd
CEP	CEP Architects Facades Ltd
CPM	Commissioner of the Police of the Metropolis
CS Stokes	CS Stokes and Associates Ltd
Exova	Exova (UK) Ltd
Howmet	Howmet Aerospace Inc
Kingspan	Kingspan Insulation Ltd
LFC	The London Fire Commissioner
MHCLG	The Ministry of Housing, Communities and Local Government
RBKC	Royal Borough of Kensington and Chelsea and ors Royal Borough of Kensington and Chelsea
Rydon	Rydon Maintenance Ltd
Saint-Gobain	Saint-Gobain Construction Products UK Ltd
Studio E	Studio E Architects Ltd
The HO	The Home Office
TMO	Royal Borough of Kensington & Chelsea Tenant Management Organisation Limited
Whirlpool	Whirlpool Company Polska Sp.z.o.o and ors Whirlpool Corporation Whirlpool UK Appliances Limited