



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD516/2016

**DOMINO'S PIZZA ENTERPRISES LTD**

Applicant

**PRECISION TRACKING PTY LTD** and another/others named in the schedule

Respondent

### ORDER

**JUDGE:** JUSTICE ROBERTSON

**DATE OF ORDER:** 17 March 2017

**WHERE MADE:** Sydney

#### THE COURT ORDERS THAT:

**PURSUANT TO THE ORDER DATED 9 MARCH 2017, AS BETWEEN THE CROSS-CLAIMANT AND THE APPLICANT/FIRST CROSS-RESPONDENT, BY CONSENT, THE COURT ORDERS THAT:**

1. The First Respondent/Cross-Claimant (**Precision Tracking**) provide security in the amount of \$200,000 (the **Domino's Security Amount**) for the costs of the Applicant/First Cross-Respondent (**Domino's**) of and incidental to Precision Tracking's cross-claim up to but not including the first day of trial on the basis set out in orders 2 to 8 below.
2. By 5 pm on 30 March 2017, Domino's and AmTrust Europe Limited (**AmTrust**) execute a deed of indemnity in relation to Domino's Security Amount in the form within **Annexure A** to these orders (**AmTrust and Domino's Deed**).
3. By 5 pm on 30 March 2017, Precision Tracking pay the sum of \$32,000 as security for any costs to be incurred by Domino's in connection with enforcement of the AmTrust and Domino's Deed (**Domino's Enforcement Amount**), to its solicitors, Corrs Chambers Westgarth (**Corrs**), with an irrevocable direction that:
  - (a) the Domino's Enforcement Amount be deposited into a separate controlled money account; and



- (b) the Domino's Enforcement Amount (or part thereof) be paid out (if at all) in accordance with orders 5 to 7 below.
4. Corrs provide written confirmation to Domino's solicitors, DLA Piper, within two days of receiving the Domino's Enforcement Amount and placing it into a controlled money account.
5. Corrs hold the Domino's Enforcement Amount in favour of Domino's, and pay to Domino's the Domino's Enforcement Amount or part thereof within 14 days of a written demand made by Domino's to Corrs for the payment of any sum or sums which AmTrust is legally liable to pay to Domino's in respect of Domino's costs of enforcing the AmTrust and Domino's Deed pursuant to:
  - (a) an order of the court including a summary assessment of costs, or
  - (b) an order of the court following a detailed assessment or a final costs certificate issued by a court, or
  - (c) an agreement in writing and executed between AmTrust and Domino's as to the amount of costs to be paid in respect of any costs order made by a court in favour of Domino's and against AmTrust.
6. If any amount referred to in orders 5(a) to (c) above exceeds the balance of the Domino's Enforcement Amount, the amount payable by Corrs will be limited to the balance of that amount. For the avoidance of doubt, AmTrust would remain liable to Domino's for any amount referred to in orders 5(a) to (c) above which is not satisfied by the Domino's Enforcement Amount.
7. Corrs may, after giving Domino's 21 days prior written notice, pay Precision Tracking the remaining balance of the controlled money account:
  - (a) if, after the payment of the amounts referred to in orders 5(a) to (c) above, there is a balance of funds from the Domino's Enforcement Amount; or
  - (b) in the event that there are no, or no unpaid, orders in the proceedings against Precision Tracking for the payment of Domino's costs.
8. Precision Tracking's cross-claim against Domino's in the proceeding be stayed if orders 2 and 3(a) above are not complied with.



**PURSUANT TO THE ORDER DATED 9 MARCH 2017, AS BETWEEN THE CROSS-CLAIMANT AND THE SECOND CROSS-RESPONDENT, BY CONSENT, THE COURT FURTHER ORDERS THAT:**

9. Precision Tracking provide security in the amount of \$300,000 (the **Navman Security Amount**) for the costs of the Second Cross-Respondent (**Navman**) up to the commencement of trial on the basis set out in orders 10 to 16 below.
10. By 5 pm on 30 March 2017, Navman and AmTrust execute a deed of indemnity in relation to the Navman Security Amount in the form within **Annexure B** to these orders (**AmTrust and Navman Deed**).
11. By 5 pm on 30 March 2017, Precision Tracking pay the sum of \$32,000 as security for any costs to be incurred by Navman in connection with enforcement of the AmTrust and Navman Deed (**Navman Enforcement Amount**), to its solicitors, Corrs, with an irrevocable direction that:
  - (a) the Navman Enforcement Amount be deposited into a separate controlled money account; and
  - (b) the Navman Enforcement Amount (or part thereof) be paid out (if at all) in accordance with order 13 to 15 below.
12. Corrs provide written confirmation to Navman's solicitors, DibbsBarker, within two days of receiving the Navman Enforcement Amount and placing it into a controlled money account.
13. Corrs hold the Navman Enforcement Amount in favour of Navman and pay to Navman the Navman Enforcement Amount or part thereof within 14 days of a written demand made by Navman to Corrs for the payment of any sum or sums which AmTrust is legally liable to pay to Navman in respect of Navman's costs of enforcing the AmTrust and Navman Deed pursuant to:
  - (a) an order of the court including a summary assessment of costs, or
  - (b) an order of the court following a detailed assessment or a final costs certificate issued by a court, or
  - (c) an agreement in writing and executed between AmTrust and Navman as to the amount of costs to be paid in respect of any costs order made by a court in favour of Navman and against AmTrust.



14. If any amount referred to in orders 13(a) to 13(c) above exceeds the balance of the Navman Enforcement Amount, the amount payable by Corrs will be limited to the balance of that amount. For the avoidance of doubt, AmTrust would remain liable to Navman for any amount referred to in orders 13(a) to 13(c) above which is not satisfied by the Navman Enforcement Amount.
15. Corrs may, after giving Navman 21 days prior written notice, pay Precision Tracking the remaining balance of the controlled money account:
  - (a) if after the payment of the amounts referred to in orders 13(a) to 13(c) above, there is a balance of funds from the Navman Enforcement Amount; or
  - (b) in the event that there are no, or no unpaid, orders in the proceedings against Precision Tracking for the payment of Navman's costs.
16. The proceeding against Navman be stayed if orders 10 and 11(a) above are not complied with.
17. There be no order as to costs of and incidental to the making of these orders.

Date that entry is stamped:

  
Registrar



**Schedule**

No: NSD516/2016

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Second Respondent      VLADIMIR LASKY  
Third Respondent        NATHAN PARROTT  
Fourth Respondent       ALEXANDER GREEN

**CROSS CLAIM**

Cross-Claimant          PRECISION TRACKING PTY LTD  
Cross Respondent        DOMINO'S PIZZA ENTERPRISES LTD  
Second Cross  
Respondent                NAVMAN WIRELESS AUSTRALIA PTY LTD ACN 123 981  
457

**CROSS CLAIM**

Cross-Claimant          NAVMAN WIRELESS AUSTRALIA PTY LTD ACN 123 981  
457  
Cross Respondent        PRECISION TRACKING PTY LTD