

ZOEY ANDERSON-VAUGHAN

v

AAI LIMITED & ORS

Supreme Court of Victoria

S ECI 2021 00930

SETTLEMENT DISTRIBUTION SCHEME

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1. OVERVIEW AND SUMMARY

- A. On 27 February 2025, the parties to the proceeding S ECI 2021 00930 (the **Proceeding**) in the Supreme Court of Victoria (the **Court**) executed a Deed of Settlement (the **Deed**).
- B. The Deed sets out the terms of a proposed settlement of the Proceeding subject to Court approval. The Deed provides that the Defendants are to pay a resolution sum of \$34,000,000 inclusive of costs and interest (the **Settlement Sum**).
- C. On [30 June 2025] the Court approved the settlement of the Proceeding on the terms set out in the Deed and the Settlement Distribution Scheme.
- D. The Settlement Distribution Scheme sets out the procedure for distributing the Settlement Sum is operative from the date of the Approval Order.
- E. The Settlement Distribution Scheme has the following key stages:

Stage	Clause	Stage
Eligibility Confirmation	Clause 5	<p>The Scheme Administrator will issue certain people with a request to provide additional registration information to confirm that they meet the Eligibility Criteria.</p> <p>The Scheme Administrator will notify each person whether their eligibility has been confirmed.</p> <p>Group Members that do not provide further registration details by the required time will become Non-Responsive Group Members and will not be eligible to participate in the Settlement Scheme.</p>
Calculation of Unscaled Loss Assessment and Estimated Distribution Amounts	Clause 7	<p>Eligible Group Members will have their Unscaled Loss Assessments determined by the Scheme Administrator according to the Loss Assessment Formula.</p> <p>Based on the Unscaled Loss Assessments, the Scheme Administrator will determine the Estimated Distribution Amount for each Eligible Group Member.</p> <p>The Scheme Administrator will notify each person of their Unscaled Loss Assessment and Estimated Distribution Amount, which is final and binding.</p>

Collection of Bank Account Details	Clause 8	<p>Eligible Group Members whose Estimated Distribution Amount is more than the Minimum Distribution Amount will be required to provide their bank details.</p> <p>Eligible Group Members that do not provide their bank details by the required time will become Non-Responsive Group Members, and their payment will be forfeited and redistributed to all other Eligible Group Members.</p>
Calculation of Distribution Amounts	Clause 9	The Scheme Administrator will calculate each Eligible Group Member's Distribution Amount, based on the quantum of the Distribution Sum. The calculations will be final and binding.
Payment of Distribution Amounts	Clause 10	<p>The Scheme Administrator will pay Eligible Group Member's Distribution Amounts into their nominated bank account.</p> <p>The Scheme Administrator will provide Remittance Notices to those that receive a payment.</p>
Residual Settlement Sum	Clause 11	After all Distribution Amounts are paid, the Scheme Administrator will calculate the quantum of the Residual Settlement Sum and determine how that sum is to be distributed.
Conclusion of Scheme	Clause 12	Once all payments are made, the Scheme Administrator will attend to finalisation of the Settlement Distribution Scheme.

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In the Scheme, the following terms have the meanings defined below, unless the context otherwise requires:

Act means the *Supreme Court Act 1986* (Vic).

Administration Costs means the costs and disbursements incurred by the Scheme Administrator and approved by the Court in implementing, facilitating and giving effect to the Scheme and/or the settlement distribution generally and including any taxes, levies, duties, charges, fees or other imposts or obligations arising in connection with the administration of the Scheme.

Appeal Date has the meaning given in clause 2.5(h) of the Deed.

Approval Order has the meaning given in clause 2.3(a) of the Deed.

Australian Sanctions Laws means the *Autonomous Sanctions Act 2011* (Cth) and the *Autonomous Sanctions Regulations 2011* (Cth) as amended or replaced from time to time.

Claim Data means the following purchaser information for each Eligible Group Member, as extracted from the Customer Data:

- (a) Class Action ID
- (b) Policy number
- (c) Product type
- (d) Date of purchase
- (e) Date policy expired or terminated
- (f) Date of cancellation
- (g) Total premium paid by customer
- (h) GST (re premium)
- (i) Stamp duty (re premium)
- (j) Cancellation refund paid to customer
- (k) Cancellation fee
- (l) Complaint refund paid to customer
- (m) Successful remediation payments
- (n) Cost and date reported of claim (SLSL claims and 1st - 10th claims for general insurers)

Claims Database means a database constructed by or on behalf of the Scheme Administrator to contain the Registration Data and Claim Data for each Eligible Group Member.

Consolidated List means the list maintained by the Department of Foreign Affairs and Trade of all persons and entities listed under Australian Sanctions Laws.

Contact Details means an Eligible Group Member's postal address, email address and mobile phone number and/or other telephone number.

Court means the Supreme Court of Victoria.

Customer Data means any information provided by the Defendants regarding customers (including actual and potential Group Members) and their purchases, including that provided by the Defendants pursuant to the Court's orders dated 6 September 2022, and as corrected or amended by MB including to allocate a 'Class Action ID' to each unique individual.

Deed means the Deed of Settlement executed on 27 February 2025.

Defendants means AAI Limited (ACN 005 297 807), TAL Life Limited (ACN 050 109 450) and MTA Insurance Pty Ltd (ACN 070 583 701).

Designated Person or Entity means a person or organisation who or which is a sanctions target or appears on the Consolidated List as at the date searched by the Scheme Administrator.

Distribution Amount means an amount calculated in accordance with clause 9.5 and which exceeds the Minimum Distribution Amount.

Distribution Date means the date determined by the Scheme Administrator on which payments to Eligible Group Members will commence, being a date after the Appeal Date.

Distribution Sum has the meaning given in clause 9.3.

Eligibility Criteria has the meaning given in clause 5.1.

Eligibility Notice means the notice to be sent to a Registered Group Member or Unmatched Registrant advising whether they meet the Eligibility Criteria.

Eligibility Process means the process to be undertaken by the Scheme Administrator pursuant to clauses 5.2 to 5.9.

Eligible Group Member is a Group Member that meets the Eligibility Criteria.

Eligible Group Member List means the list of Eligible Group Members.

Equifax List means the list of potential Group Members for whom Equifax Australia identified an additional mobile telephone number.

Estimated Distribution Amount means the amount calculated in accordance with clause 7.3.

Estimated Distribution Sum has the meaning in clause 7.2.

FASOC means the further amended consolidated statement of claim filed 18 October 2021 in the Proceeding.

Final Dismissal Orders means the date on which the final distribution under the Scheme is confirmed to the Court by the Scheme Administrator.

Group Member means those persons who meet the description of “Group Members” in the FASOC, other than any persons who have validly opted out of, or ceased to be group members in, the Proceeding pursuant to sections 33J or 33KA of the Act (which will be deemed to include any person in respect of whom the Court has made an order permitting them to opt out of, or cease to be a group member in, the Proceeding prior to or after the deadlines for opting out).

Holding Account has the meaning given in clause 2.5(a) of the Deed.

Interest means interest earned on the monies held in the Holding Account(s) or the Settlement Distribution Account and any other interest-bearing account established by the Scheme Administrator in accordance with the Scheme.

Loss Assessment Formula means the formula by which Eligible Group Members’ claims are calculated as contained in Confidential Schedule B to the Scheme.

Matching Group 1 RGM means a Registered Group Member in Matching Group 1 through the Matching Process.

Matching Group 2 RGM means a Registered Group Member in Matching Group 2 through the Matching Process.

Matching Process means either:

- (a) the process undertaken by Maurice Blackburn prior to mediation to match the information in the Customer Data and/or Equifax List with the information provided by Group Members during registration. The Matching Process split matched Registered Group Members into either Matching Group 1 (which used ‘high-quality’ matching criteria, including “Class Action ID + Full Name”) or Matching Group 2 (comprising matching criteria that was broader than Matching Group 1, including “Last name + Class Action ID”); or
- (b) any process undertaken by Maurice Blackburn (or the Scheme Administrator if Maurice Blackburn is not appointed as the Scheme Administrator) prior to the Eligibility Process in clause 5.2, to re-categorise any persons from Matching Group 2 to Matching Group 1, or

to re-categorise any persons from Unmatched Registrants to either Matching Group 1 or 2.

Maurice Blackburn or MB means Maurice Blackburn Lawyers, the Plaintiff's solicitors in the Proceeding.

Minimum Distribution Amount is \$30.00.

Non-Responsive Group Member means an Unmatched Registrant, Registered Group Member or Eligible Group Member:

- (a) who has failed to adequately respond to a notice from the Scheme Administrator that they take a certain step or steps by a specified date or time, provided that any such date or required time specified by the Scheme Administrator must not be less than 14 days from the date of any such notice; or
- (b) who the Scheme Administrator determines has received a notice or communication under clauses 18.3(b) and 18.4.

Notice of Estimated Distribution means the notice to be sent by the Scheme Administrator to each Eligible Group Member in accordance with clause 7.6.

Plaintiff means Zoey Anderson-Vaughan.

Plaintiff's Costs and Disbursements has the meaning given in clause 1.1 of the Deed.

Plaintiff Reimbursement Payment means an amount approved by the Court on [30 June 2025].

Proceeding means the proceeding numbered S ECI 2021 00930 in the Supreme Court of Victoria.

Product means any of the products described at paragraph 2 of the FASOC being:

- (a) Loan Protection Insurance or Commercial Loan Protection Insurance;
- (b) Equity or Equity Plus Insurance;
- (c) Cash Benefit Insurance;
- (d) Extended Vehicle Warranty Insurance; and
- (e) Tyre and Rim Insurance.

Registered Group Member means a Group Member in the Registered Group Member List.

Registered Group Member List means any list of Group Members prepared for the purpose of order 20 of the orders made 12 March 2024 and order 7 of the orders made 5 July 2024 by the Honourable Justice Delany.

Registration Data means the full name and Contact Details for each Eligible Group Member provided prior to the Registration Deadlines or in accordance with the Eligibility Process, and includes any updated Contact Details provided to the Scheme Administrator in accordance with the requirements of the Scheme.

Registration Deadlines means 18 June 2024 at 4pm (AEST) or, for Group Members listed on the Equifax List, 21 August 2024 at 4pm (AEST).

Remittance Notice means the notice to be sent by the Scheme Administrator to each Eligible Group Member confirming the payment of their Distribution Amount or Residual Distribution Amount.

Residual Distribution Amount has the meaning given in clause 11.5.

Residual Settlement Sum has the meaning given in clause 11.2.

Scheme Administrator or Administrator means Maurice Blackburn, or such other person as appointed by the Court as the administrator of the Scheme. Prior to the appointment, Maurice Blackburn will execute the functions of the Scheme Administrator under the Scheme in accordance with the Scheme and subject to Court approval.

Settlement Distribution Account has the meaning in clause 4.3, and where the context admits will include any account, fund or trust established for the purposes of this Scheme as a separate fund from the original Settlement Distribution Account, and holding funds drawn from the original Settlement Distribution Account.

Settlement Distribution Scheme or Scheme means the terms of the settlement distribution scheme as approved by the Court on [30 June 2025], including Schedules.

Settlement Sum means the resolution sum of thirty four million dollars (\$34,000,000).

Unmatched Registrant means a person who registered their participation in the Proceeding before the Registration Deadlines and was not matched to the Customer Data according to the Matching Process.

Unscaled Loss Assessment means the amount calculated for each Eligible Group Member in accordance with clause 7.1.

2.2. Interpretation

In the Scheme:

- (a) headings are for convenience only and do not affect interpretation.
- (b) where the context permits, the singular includes the plural, and the plural includes the singular;
- (c) a gender includes all genders;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether it comprises a separate legal entity;
- (f) a reference to anything done by any person includes a reference to the thing as done by a director, officer, servant, agent, personal representative or legal representative if permitted to be so done by law or by any provision of the Deed or Scheme;
- (g) a reference to money (including 'dollars', 'AUD', and '\$') is to Australian currency;
- (h) specifying anything in the Scheme after the words "include", "including" or "for example" or similar expressions, does not limit what else might be included;
- (i) unless otherwise specified, a reference to a clause is a reference to a clause of the Scheme;
- (j) a reference to an agreement or document (including a reference to the Scheme) is to the agreement or document as amended, supplemented, novated or replaced;
- (k) a reference to a day is to a calendar day and not to a business day, unless the context requires otherwise.

3. SCHEME ADMINISTRATOR

Appointment of Scheme Administrator

3.1. The Scheme will be administered and applied by the Scheme Administrator.

3.2. In acting as Scheme Administrator, including discharging any function or exercising any discretion conferred by the Scheme, the Scheme Administrator:

- (a) must not act as the solicitor for the Plaintiff or any individual Group Member in relation to the Scheme;
- (b) will administer the Scheme fairly and according to its terms and in doing so will:
 - i. act in accordance with a duty owed to the Court in priority to any obligation owed to the Plaintiff or any individual Group Member;
 - ii. balance the interest of any individual Group Member against the interests of Group Members as a whole; and
 - iii. at all times and when exercising the discretion conferred upon it under the Scheme, ensure that the Scheme is administered in a practical, proportionate and cost-effective manner. This includes, but is not limited to the following:
 - I. implementing processes and procedures necessary to ensure the efficient and effective operation of the Scheme;
 - II. seeking expert advice as it considers necessary;
 - III. correcting any error, slip or omission necessary to facilitate the administration of the Scheme;
 - IV. applying to the Court to amend the Scheme if it considers it desirable or appropriate to do so; and
 - V. extending time for compliance with any deadline fixed by the Scheme by the Scheme Administrator while administering the Scheme;
- (c) together with its employees and agents:
 - i. subject to the approval of the Court, will be indemnified from the Settlement Sum against all liabilities (including any Administration Costs) arising from or in connection with the administration of the Scheme; and
 - ii. will have the same immunities from suit as attach to an expert appointed by the Court pursuant to section 65M of the *Civil Procedure Act 2010* (Vic).

Immunity from claims

- 3.3. The Scheme Administrator, together with its employees and agents, in discharging any function or exercising any power or discretion conferred by the Scheme, will not be liable for any loss to any Group Member arising by reason of any mistake or omission made in good faith or of any other matter or thing except wilful and individual fraud and wrongdoing on the part of the Scheme Administrator, its employees or agents who are sought to be made liable.
- 3.4. The Scheme Administrator will have no liability to any Group Member who is not paid a Distribution Amount or is paid an incorrect Distribution Amount arising from:
- (a) the provision of incorrect or otherwise insufficient information contained in the Customer Data or derived through the Matching Process;
 - (b) incorrect or otherwise insufficient bank account information provided by an Eligible Group Member or persons acting on their behalf;
 - (c) fraudulent conduct of a party other than the Scheme Administrator;
 - (d) an electronic funds transfer using the bank account information provided by the Eligible Group Member, or persons acting on their behalf;
 - (e) an Eligible Group Member's, Registered Group Member's or Unmatched Registrant's failure to receive a communication described in the Scheme or who, for any other reason, failed to submit information or documentation to the Scheme Administrator or the Court within a time limit set under the Scheme; and/or
 - (f) any error or omission by the Scheme Administrator made in good faith.

4. FINANCIAL MANAGEMENT

Holding Account

- 4.1. Pursuant to clause 2.5(a) of the Deed, Maurice Blackburn opened the Holding Account on 9 March 2025. The Defendants will transfer the Settlement Sum to the Holding Account in accordance with clause 2.5(a) of the Deed.
- 4.2. Subject to and in accordance with the terms of the Deed, the Scheme and any applicable statutory requirements, the Scheme Administrator will hold the funds standing from time to time in the Holding Account on trust for the Defendants until the expiry of the Appeal Date.

Settlement Distribution Account

- 4.3. After the expiry of the Appeal Date, the Holding Account will become the Settlement Distribution Account.
- 4.4. The Scheme Administrator will be responsible for the management of the Settlement Distribution Account, and all moneys in the Settlement Distribution Account, in accordance with the Scheme.

Management of the Settlement Distribution Account

- 4.5. The Scheme Administrator will, subject to and in accordance with the terms of the Deed, the Scheme and any applicable statutory requirements, hold the money standing from time to time in the Settlement Distribution Account on trust for:
 - (a) the Plaintiff and Eligible Group Members; and
 - (b) the Scheme Administrator, to the extent of its entitlement to receive Administration Costs in accordance with the terms of the Scheme.
- 4.6. The Scheme Administrator may:
 - (a) pay all or a portion of the funds in the Settlement Distribution Account into one or more interest-bearing, fixed term deposit account(s) for varying terms; and
 - (b) at any time, convert the Settlement Distribution Account to a non-interest earning account if it determines that the cost of administering the taxation implications of further interest being earned on the funds in Settlement Distribution Account will be disproportionate to the further interest expected to be earned.
- 4.7. The Scheme Administrator will pay from the Settlement Distribution Account (or any account, fund or trust established for the purposes of this Scheme and using funds from the Settlement Distribution Account) any taxes, duties or other imposts and:
 - (a) may at its discretion obtain expert advice and assistance as to the payability or quantum of the impost, or as to any dispute regarding the same;
 - (b) will be indemnified from any fund to which the impost attaches for any payment of the impost and for the costs of any advice or assistance referred to in subclause (a) above, and if the said fund:

- i. has been established as a separate fund from the Settlement Distribution Account; and
- ii. is insufficient to indemnify the Scheme Administrator as set out in this subclause (b);

will be indemnified from the Settlement Distribution Account.

Application of Interest

- 4.8. Interest accruing on the Settlement Distribution Account may be applied, in the first instance, to payment of Administration Costs.
- 4.9. Any Interest which is not otherwise required for the payment of Administration Costs will form part of the Settlement Sum and be available for distribution to Eligible Group Members, if determined appropriate to do so by the Scheme Administrator.

5. ELIGIBILITY CONFIRMATION PROCESS

Eligibility criteria

- 5.1. A person becomes an Eligible Group Member and is eligible to participate in the Scheme if they satisfy the following Eligibility Criteria:

- (a) they are a Matching Group 1 RGM; or
- (b) they:
 - i. are a Matching Group 2 RGM or an Unmatched Registrant; and
 - ii. provided additional registration information in accordance with clause 5.2 and have been matched to the Customer Data to the satisfaction of the Settlement Administrator,

and they have not become a Non-Responsive Group Member before the calculation of Unscaled Loss Assessments.

Eligibility Process

- 5.2. The Scheme Administrator will require Matching Group 2 RGMs and Unmatched Registrants to provide additional registration information to the Scheme Administrator as necessary, by the time and in the format specified by the Scheme Administrator.

- 5.3. Matching Group 2 RGMs and Unmatched Registrants who do not respond by the required time to any request made by the Scheme Administrator under clause 5.2 will be deemed to be Non-Responsive Group Members.
- 5.4. The Scheme Administrator will use any additional registration information provided by Matching Group 2 RGMs and Unmatched Registrants in response to, and in compliance with, a request under clause 5.2 to match that information to the Customer Data.
- 5.5. Matching Group 2 RGMs and Unmatched Registrants whose additional registration details can be matched to the Customer Data to the satisfaction of the Scheme Administrator will meet the Eligibility Criteria in clause 5.1(b)ii.
- 5.6. Matching Group 2 RGMs and Unmatched Registrants whose additional registration details cannot be matched to the Customer Data to the satisfaction of the Scheme Administrator will not meet the Eligibility Criteria in clause 5.1(b)ii.
- 5.7. The Scheme Administrator will send an Eligibility Notice to each Matching Group 2 RGM and Unmatched Registrant that received a request under clause 5.2 advising them whether they have met or have not met the Eligibility Criteria.
- 5.8. For the purposes of the Eligibility Criteria, a decision by the Scheme Administrator that a Matching Group 2 RGM or Unmatched Registrant's registration information has or has not been matched to the Customer Data to the satisfaction of the Scheme Administrator through the Matching Process is final and binding on that person. Matching Group 2 RGMs and Unmatched Registrants are not entitled to seek a review of the decision or appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.
- 5.9. Following the Eligibility Process, the Scheme Administrator will prepare the Eligible Group Member List.

6. CLAIM DATA

- 6.1. Subject to any exercise of discretion by the Scheme Administrators under clause 6.3, the Claim Data will be treated as final and binding in calculating the Unscaled Loss Assessments of Eligible Group Members.
- 6.2. The Scheme Administrator is not required to make any inquiry of an Eligible Group Member as to whether the person meets the group member definition, as set out in paragraph 2 of the FASOC.

- 6.3. The Scheme Administrator may, in exceptional circumstances and in its absolute discretion having regard to the principles set out in clause 3.2(b), make corrections or amendments to the Claim Data, the Customer Data, or the calculation of the Unscaled Loss Assessments for that Eligible Group Member based on information provided to them by an Eligible Group Member if the Scheme Administrator.

7. UNSCALED LOSS ASSESSMENTS AND ESTIMATED DISTRIBUTION AMOUNT

Calculation of Unscaled Loss Assessments

- 7.1. The Scheme Administrator will calculate Eligible Group Members' Unscaled Loss Assessments by applying the Loss Assessment Formula to the Claim Data for each Eligible Group Member.

Calculation of Estimated Distribution Amounts

- 7.2. The Scheme Administrator will estimate the portion of the Settlement Sum that will be available for distribution to Eligible Group Members, taking into account the deductions in clause 9.1 and the quantum of any pre-approved Administration Costs or estimated Administration Costs if any such costs are not pre-approved. This amount is the Estimated Distribution Sum.
- 7.3. The Estimated Distribution Sum will be allocated among the Eligible Group Members as follows:
- (a) in the proportion which the Unscaled Loss Assessment of each Eligible Group Member bears to the aggregate of the Unscaled Loss Assessments for all Eligible Group Members; and
 - (b) where the proportional assessment in 7.3(a) is less than the Minimum Distribution Amount, nothing will be allocated to the Eligible Group Member and the amount will be included in the Estimated Distribution Sum for allocation.
- 7.4. The amount calculated in accordance with 7.3 is the Estimated Distribution Amount for each Eligible Group Member.

Binding calculations

- 7.5. Subject to the discretion in clause 6.3, the calculation of Unscaled Loss Assessment and Estimated Distribution Amount by the Scheme Administrator is final and binding. Eligible Group Members are not entitled to seek a review of the decision or appeal to the Court or

any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.

Notice of Estimated Distribution

7.6. The Scheme Administrator will send to each Eligible Group Member a Notice of Estimated Distribution which must include, but is not limited to:

- (a) the relevant Product(s) purchased by the Eligible Group Member;
- (b) the date(s) of purchase; and
- (c) the Eligible Group Member's Estimated Distribution Amount.

7.7. Where an Eligible Group Member purchased multiple Products, the Scheme Administrator will determine whether a single Notice of Estimated Distribution will be sent to the Eligible Group Member in relation to all Products purchased, or separate Notices of Estimated Distribution will be sent for Products purchased.

8. PROVISION OF BANK ACCOUNT INFORMATION

8.1. Eligible Group Members whose Estimated Distribution Amounts exceed the Minimum Distribution Amount must, by the deadline in the Notice of Estimated Distribution, provide to the Scheme Administrator sufficient bank account details for a single Australian bank account to enable the Scheme Administrator to process payments of Distribution Amounts.

8.2. Upon request from an Eligible Group Member the Scheme Administrator may in its absolute discretion having regard to the principles in clause 3.2(b) agree to make payments to more than one nominated bank account or an overseas bank account. The Scheme Administrator will deduct from the Distribution Amount any additional costs incurred in so doing including the costs of the Settlement Administration and any additional fees or charges unless, in its absolute discretion, it determines to waive those costs.

8.3. If an Eligible Group Member does not provide sufficient bank details by the specified deadline then:

- (a) the Scheme Administrator may, in its absolute discretion:
 - i. make further attempts to obtain the necessary details or information, the acceptance of which will be subject to the exercise of the Administrator's discretion in clause 10.3; and

- ii. if it does so, may deduct from the Settlement Sum as additional Administration Costs any additional costs incurred in making such further attempts; but
- (b) unless clause 8.3(a) applies:
 - i. the Eligible Group Member's Estimated Distribution Amount will be forfeited, and the Eligible Group Member will have no claim against the Scheme Administrator or the Settlement Sum; and
 - ii. all forfeited Estimated Distribution Amounts will be included in the calculation of the Distribution Sum in accordance with clause 9.2.

9. CALCULATION OF DISTRIBUTION AMOUNTS

Deductions from the Settlement Sum

- 9.1. As soon as practicable after the Appeal Date, the Scheme Administrator will pay the following amounts from the Settlement Sum:
- (a) to the Plaintiff – the Plaintiff Reimbursement Payment; and
 - (b) to Maurice Blackburn – the Plaintiff's Costs and Disbursements.

Calculation of the Distribution Sum

- 9.2. The Scheme Administrator will:
- (a) pay any pre-approved Administration Costs as and when they are incurred from the Settlement Sum; and
 - (b) calculate and set aside from the Settlement Sum:
 - i. any remaining pre-approved Administration Costs yet to be paid;
 - ii. any further amounts to be deducted from the Settlement Sum (subject to Court approval), including, without limitation, the Scheme Administrator's reasonable estimate of any additional Administration Costs to be sought; and
 - iii. any amount payable to any tax authority for any tax obligation and/or tax related expense.
- 9.3. The remaining Settlement Sum will be the Distribution Sum.

Calculation of Distribution Amounts

- 9.4. As soon as reasonably practicable after the expiration of the deadline for the provision of bank details by Eligible Group Members, the Scheme Administrator will calculate the Distribution Amount for each Eligible Group Member whose Estimated Distribution Amount exceeds the Minimum Distribution Amount.
- 9.5. The Distribution Sum will be allocated among the Eligible Group Members as follows:
- (a) in the proportion which their Unscaled Loss Assessment bears to the aggregate Unscaled Loss Assessments for all Eligible Group Members; and
 - (b) where the proportional assessment in 9.5(a) is less than the Minimum Distribution Amount, nothing will be allocated to the Eligible Group Member and the amount will be included in the Distribution Sum.
- 9.6. The amount calculated in accordance with 9.5 is the Distribution Amount for each Eligible Group Member.

Binding calculations

- 9.7. Subject to the discretion in clause 6.3, the calculations of Unscaled Loss Assessments, Estimated Distribution Amounts and Distribution Amounts by the Scheme Administrator are final and binding on Eligible Group Members, and Eligible Group Members are not entitled to seek a review of the decision or appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.

10. PAYMENTS TO ELIGIBLE GROUP MEMBERS

- 10.1. Subject to clause 10.3, the Scheme Administrator will as soon as practicable after the Distribution Date:
- (a) pay the Distribution Amounts to Eligible Group Members by electronic funds transfer to Eligible Group Member's nominated bank details provided in accordance with clause 8.2; and
 - (b) send to each Eligible Group Member being paid a Distribution Amount a Remittance Notice.

10.2. The Scheme Administrator will commence processing payments on the Distribution Date. Payments will be processed in tranches over a period of time to be determined by the Scheme Administrator.

10.3. The Scheme Administrator may process the payment of Distribution Amounts to Eligible Group Members by alternative means if the Scheme Administrator, in its absolute discretion having regard to the principles in clause 3.2(b), considers that:

- (a) an Eligible Group Member has demonstrated to the Scheme Administrator's satisfaction that payment by electronic funds transfer is impracticable for that Eligible Group Member; or
- (b) the Scheme Administrator, in its absolute discretion, considers that another method would be more conducive to effecting a timely payment to any Eligible Group Member or group of Eligible Group Members.

10.4. If the Scheme Administrator is unable to attempt payment of a Distribution Amount to an Eligible Group Member, or a payment to an Eligible Group Member is rejected, due to:

- (a) incorrect bank account details provided by the Eligible Group Member; or
- (b) any other action or inaction by the Eligible Group Member,

the Scheme Administrator will not make further inquiries with those Eligible Group Members to obtain additional bank account details or reattempt the payment of the Distribution Amount unless the Scheme Administrator, in its absolute discretion and taking into account the principles in clause 3.2(b), determines it is reasonable to do so.

10.5. If the Scheme Administrator exercises its discretion under clauses 3.2(b) or 10.4 above, the Scheme Administrator will deduct from the Distribution Amount any additional costs incurred in so doing including the costs of the Settlement Administration and any additional fees or charges unless, in its absolute discretion, it determines to waive those costs. If the deduction of these costs reduces the Distribution Amount to below the Minimum Distribution Amount, the Distribution Amount will be forfeited, and the forfeited Distribution(s) will form part of the Residual Settlement Sum to be distributed or donated in accordance with clause 11.

10.6. If, after 60 days from the Distribution Date, the Scheme Administrator is unable to transfer payments of Distribution Amounts to Eligible Group Members or any payment to an Eligible Group Member is rejected due to the reasons outlined in clause 10.4(a) or (b):

- (a) the Eligible Group Member's Distribution Amount will be forfeited, and the Eligible Group Member will have no claim against the Scheme Administrator or the Settlement Sum; and
- (b) the forfeited Distribution Amount(s) will form part of the Residual Settlement Sum to be distributed or donated in accordance with clause 11.

10.7. Notwithstanding any other provisions in this Settlement Distribution Scheme, no payment from the Settlement Administration Fund will be made to any Registered Group Member who is identified by the Scheme Administrator as a Designated Person or Entity.

11. CALCULATION AND DISTRIBUTION OF RESIDUAL SETTLEMENT SUM

11.1. As soon as practicable after completing the payment of Distribution Amounts to Eligible Group Members, the Scheme Administrator will deal with the remaining Distribution Sum as follows:

- (a) pay any remaining pre-approved Administration Costs as incurred;
- (b) set aside the final amounts calculated in accordance with clause 9.2(b)ii and iii;
- (c) calculate and set aside any further amounts approved to be deducted from the remaining Distribution Sum, and, if appropriate, the Scheme Administrator's reasonable estimate of any additional Administration Costs to be sought for any further distribution to Eligible Group Members that were successfully paid a Distribution Amount.

11.2. The remaining Distribution Sum will be the Residual Settlement Sum.

11.3. The Scheme Administrator will determine, having regard to the principles in clause 3.2(b), whether the Residual Settlement Sum will be distributed to Eligible Group Members.

11.4. If the Scheme Administrator determines that it is uneconomical for the Residual Settlement Sum to be distributed, the Residual Settlement Sum will be donated to a suitable organisation subject to Court approval.

11.5. If the Scheme Administrator determines that it is economical for the Residual Settlement Sum to be distributed, the Scheme Administrator will:

- (a) pay any remaining pre-approved Administration Costs which have been incurred from the Residual Settlement Sum;

- (b) calculate and set aside final amounts approved to be deducted by the Court, including, without any limitation, any additional Administration Costs to be sought relating to the distribution of the Residual Settlement Sum; and
- (c) calculate the distribution of the Residual Settlement Sum:
 - i. on a pro-rata basis to Eligible Group Members who were successfully paid a Distribution Amount in the proportion which their Unscaled Loss Assessment bears to the aggregate Unscaled Loss Assessments for all Eligible Group Members; or
 - ii. as an ex-gratia payment as determined by the Scheme Administrator,

being the Residual Distribution Amount for each Eligible Group Member.

11.6. If an Eligible Group Member's Residual Distribution Amount is less than the Minimum Distribution Amount, nothing will be distributed to the Eligible Group Member and the amount will be included in the Residual Settlement Sum for distribution.

11.7. Without limiting the application of clause 11.5, the Scheme Administrator, may in its absolute discretion:

- (a) consider alternative solutions as to how the Residual Settlement Sum should be allocated and paid; or
- (b) apply to the Court for approval of how to allocate part or all the Residual Settlement Sum.

11.8. The Scheme Administrator will process the Residual Distribution Amount payments in accordance with clause 11. Any payments that are rejected, unsuccessful or otherwise returned to the Settlement Distribution Account will be paid to a suitable organisation subject to Court approval.

Binding calculations

11.9. Subject to the discretion in clause 11.7, the calculation of Residual Distribution Amounts by the Scheme Administrator is final and binding on Eligible Group Members, and Eligible Group Members are not entitled to seek a review of the decision or appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Scheme Administrator's decision.

12. COMPLETION OF SETTLEMENT DISTRIBUTION

12.1. The payment of all Distribution Amounts and Residual Distribution Amounts in accordance with this Scheme will satisfy any and all rights, claims or entitlements of all Group Members in or arising out of the Proceeding.

13. TAXATION

13.1. Eligible Group Members are responsible for obtaining their own taxation advice.

13.2. The Scheme Administrator is not responsible for, and will not be required to, provide or obtain any taxation advice or rulings in relation to any tax potentially payable by Eligible Group Members in relation to payment of Distribution Amounts.

14. CLAIMS MADE ON BEHALF OF OTHER PERSONS AND/OR THIRD PARTIES

Application of this clause

14.1. The following provisions apply in circumstances where:

- (a) a Registered Group Member, Unmatched Registrant or Eligible Group Member is a corporate entity; and/or
- (b) a person participates in the Scheme on behalf of another person who is a Registered Group Member, Unmatched Registrant or Eligible Group Member,

whether in respect to all or part of their claim.

Authorised representative

14.2. The Scheme Administrator may rely on information, instructions and/or declarations from, and steps taken pursuant to the Scheme by, a person who:

- (a) is authorised by law to represent a corporate entity or individual, including, without limitation, authorised company officers, partners, trustees or executors or administrators; or
- (b) declares to the Scheme Administrator that they are authorised to act on behalf of the Registered Group Member, Unmatched Registrant or Eligible Group Member, and the Scheme Administrator accepts that declared authority.

14.3. The Scheme Administrator reserves the right, in its absolute discretion, to request evidence of any authority referred to in clause 14.2.

14.4. The Scheme Administrator will implement processes for the payment of Distribution Amounts and Residual Distribution Amounts to Eligible Group Members' authorised representatives, having regard to the principles in clause 3.2(b) of the Scheme and the quantum of the payment(s) to these Eligible Group Members.

Deregistered entities

14.5. If an Eligible Group Member is a corporate entity that:

- (a) was deregistered at the time of registering in the Proceeding; or
- (b) went into external administration or voluntary liquidation after registration in the Proceeding,

that Eligible Group Member's Distribution Amount will be payable to the Australian Securities and Investment Commission, the administrator or liquidator as applicable.

14.6. The Scheme Administrator will implement processes for the payment of Distribution Amounts and Residual Distribution Amounts to Eligible Group Members that are deregistered entities that:

- (a) were not deregistered at the time of registering in the Proceeding; and
- (b) are not in external administration or voluntary liquidation at the time of paying the Distribution Amounts,

having regard to the principles in clause 3.2(b) of the Scheme and the quantum of the payment(s) to these Eligible Group Members.

15. RIGHTS AND OBLIGATIONS OF REGISTERED GROUP MEMBERS AND UNMATCHED REGISTRANTS

Cooperation of Registered Group Members and Unmatched Registrants

15.1. Each Registered Group Member and Unmatched Registrant must cooperate with the Scheme Administrator and take all steps that they are required to take pursuant to the Scheme and/or that are reasonably requested or directed by the Scheme Administrator, including:

- (a) providing instructions, information, documents or other materials;
- (b) providing authorities or permissions or executing documents;
- (c) attending and participating in meetings or telephone conferences with the Scheme Administrator or any other person;
- (d) promptly informing the Scheme Administrator of any change in their Registration Data;
- (e) providing bank account details,

and each Registered Group Member and Unmatched Registrant must do so:

- (f) to the best of their ability with the substance and not merely the form of the requirement, request or direction; and
- (g) by the date or within the required time specified in the requirement, request or direction by the Scheme Administrator.

Obligation regarding honesty

15.2. In fulfilling the obligations in clause 15.1, each Registered Group Member and Unmatched Registrant must act honestly and must take all reasonable steps to ensure that any of their agents or representatives likewise act honestly.

Failure to comply

15.3. Non-Responsive Group Members will have their claims assessed as \$0 by the Scheme Administrator. Where an Eligible Group Member becomes a Non-Responsive Group Member after the Scheme Administrator has issued a Notice of Estimated Distribution, the Scheme Administrator may, but is not obliged to, issue a new Notice of Estimated Distribution assessing the claims as \$0.

15.4. For the avoidance of doubt, a Group Member will not be entitled to recover any amount they might have received pursuant to the Scheme, but for a failure to comply with the requirements under the Scheme, in any future payment of moneys under the Scheme.

Forfeiture of Distribution

15.5. An Eligible Group Member may notify the Scheme Administrator in writing that they wish to forfeit their Distribution Amount or Residual Distribution Amount. Any Distribution

Amount forfeited by an Eligible Group Member will form part of the Distribution Sum or Residual Settlement Sum to be distributed in accordance with clause 9.5 and clause 11 respectively.

- 15.6. An Eligible Group Member's decision to forfeit their Distribution Amount or Residual Distribution Amount is final and the Eligible Group Member will not be entitled to recover any amount they might have received pursuant to the Scheme, but for their decision to forfeit, in any future payment of moneys under the Scheme.

Eligible Group Members indemnify the Scheme Administrator

- 15.7. If an Eligible Group Member has a legal obligation by reason of receiving a Distribution Amount or Residual Distribution Amount pursuant to the Scheme, whether under statute or contract or otherwise to any government department, agency, or authority to pay or repay a sum from their Distribution Amount or Residual Distribution Amount and they do not notify the Scheme Administrator of such obligation prior to payment of the Distribution Amount or Residual Distribution Amount pursuant to the Scheme, the Eligible Group Member indemnifies and holds harmless the Scheme Administrator from and against any claim associated with that legal obligation.

16. COSTS

Administration Costs

- 16.1. Subject to other provisions of the Scheme, Administration Costs are to be paid:

- (a) to the Scheme Administrator on a "solicitor and own client" basis if the Scheme Administrator is a legal practice, or on such other reasonable basis as the Court considers appropriate if the Scheme Administrator is not a legal practice;
- (b) in the first instance, from any Interest earned on the Settlement Sum, Distribution Sum and Residual Settlement Sum while held in the Settlement Distribution Account;
- (c) in such amounts as are approved by the Court from time to time during the implementation of the Scheme; and
- (d) at the hourly rates set out in Schedule A or at such other rates that are approved by the Court from time to time, and if the Scheme Administrator is not a legal practice on such other basis as the Court may approve.

Costs of lawyers other than the Scheme Administrator

16.2. Nothing in the Scheme prevents a Group Member from retaining or seeking advice in respect of this settlement from a lawyer who is not performing the role of Scheme Administrator, provided that:

- (a) the Group Member does so at their own cost; and
- (b) the Group Member is not entitled to recover any legal costs from the Scheme Administrator and any such legal costs must not be treated as Administration Costs unless the Scheme Administrator made a written request that the Group Member's lawyer carry out the legal work in question.

17. SUPERVISION BY THE COURT

17.1. The Scheme Administrator may refer any issues arising in relation to the Scheme or the administration of the Scheme to the Court for determination.

17.2. The Scheme Administrator will report to the Court every six months, or as otherwise agreed with the Court, to advise the Court of the performance of the settlement (including any steps in the Scheme), including the costs incurred and the distributions made.

17.3. On the application of the Scheme Administrator, or of its own motion, the Court may vary or amend the terms of the Scheme.

17.4. Any costs incurred by the Scheme Administrator in any such reference to the Court, or in any application made by the Scheme Administrator, will be deemed to be Administration Costs, unless the Court otherwise orders.

17.5. Within 28 days of the final distribution, the Scheme Administrator will file a final report to the Court and will provide a copy to the Defendants for the purposes of the Final Dismissal Orders taking effect.

18. NOTICES

18.1. Any notice or communication to be given pursuant to the Scheme, sent by the Scheme Administrator, will be deemed given and received for all purposes associated with the Scheme if it is:

- (a) addressed to the person to whom it is given; and
- (b) either:

- i. sent by email to that person's email address in the Registration Data and recorded on the Claims Database;
- ii. sent by SMS to that person's mobile number in the Registration Data and recorded on the Claims Database; or
- iii. sent by pre-paid mail, to that person's postal address in the Registration Data and recorded on the Claims Database.

18.2. Any notice or communication that complies with this clause will be deemed to be given and received:

- (a) if it was sent by email or SMS, at the time it was sent;
- (b) if it was sent by mail to an addressee in Australia, three clear business days after being sent; or
- (c) if it was sent by mail to an addressee overseas, five clear business days after being sent.

18.3. If a notice or communication is undelivered by email, SMS or post in accordance with clause 18.2, and an Unmatched Registrant, Registered Group Member or Eligible Group Member has not informed the Scheme Administrator of any change in their Registration Data in accordance with clause 15.1(d), the Scheme Administrator will determine, in its absolute discretion, whether:

- (a) the notice or communication will be sent via alternative means; or
- (b) the notice or communication is deemed to have been given in accordance with clauses 18.1 and 18.2.

18.4. If the Scheme Administrator deems a notice or communication to be given in accordance with clause 18.3(b), that Unmatched Registrant, Registered Group Member or Eligible Group Member will be a Non-Responsive Group Member unless prior to the calculation of final payment amounts by the Scheme Administrator in accordance with clause 9 of the Scheme, they otherwise contact the Scheme Administrator in relation to the matters in the notice or communication.

18.5. Where an Unmatched Registrant, Registered Group Member or Eligible Group Member is not a natural person and one person has been nominated as the designated contact in respect of multiple Unmatched Group Registrants, Registered Group Members or Eligible

Group Members, it is sufficient for the purpose of giving notice or communications that any of the provisions of clauses 18.1 and 18.2 are complied with in relation to that nominated person.

18.6. The Scheme Administrator's contact details are as follows unless and until the Scheme Administrator notifies the sender otherwise:

By mail: AAI & MTA Class Action Settlement Administration Team
 Maurice Blackburn Lawyers
 Level 21, 380 La Trobe Street
 MELBOURNE VIC 3000

By email: [TBC]

19. **TIME**

19.1. The time for doing any act or thing under the Scheme may be extended by the Scheme Administrator in its absolute discretion or by order of the Court.

SCHEDULE A – APPLICABLE FEE RATES AND COSTS

Applicable hourly rates – Clause 16.1(d)

Position	Hourly rate (100%) (ex GST)
Principal / Special Counsel / Settlement Claims Manager > 15 years	\$ 905.00
Principal / Special Counsel / Settlement Claims Manager < 15 years	\$ 825.00
Senior Associate	\$ 670.00
Associate	\$ 615.00
Solicitor	\$ 500.00
Trainee Lawyer / Law Graduate	\$ 400.00
Law Clerk / Paralegal	\$ 285.00
Lit Tech Consult / Senior Data Analyst / Product Manager	\$ 275.00
Client Services Officer / Business Analyst / Data Analyst	\$ 205.00

Deductions from Distribution Amounts – clauses 8.2 and 10.5

Payment via means other than EFT (clause 10.5)

- Charged at the hourly rates above

Obtaining updated bank details

- International bank account - \$125
- Domestic bank account - \$75

Reprocessing payment

- International bank account - \$125
- Domestic bank account - \$75

CONFIDENTIAL SCHEDULE B – LOSS ASSESSMENT FORMULA