

***GREG LIEBERMAN v CROWN RESORTS LIMITED (ACN 125 709 953)***

**Supreme Court of Victoria**

**S ECI 2020 04566**

**SETTLEMENT DISTRIBUTION SCHEME**

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## 1. OVERVIEW AND SUMMARY

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- A. On 9 May 2025, the parties to Proceeding S ECI 2020 04566 (**Proceeding**) in the Supreme Court of Victoria (**Court**) executed a Deed of Settlement and Release (**Deed**).
- B. The Deed sets out the terms of the Proposed Settlement of the Proceeding subject to Court approval. The Proposed Settlement provides for the Defendant to pay a settlement sum of \$72,500,000 (inclusive of costs and interest) (**Settlement Sum**).
- C. On *[insert date]* the Court approved the Proposed Settlement on the terms set out in the Deed and in this Settlement Distribution Scheme.
- D. This Settlement Distribution Scheme sets out the procedure for distributing the Settlement Sum, which is to be paid in three instalments pursuant to the Deed, and is operative from the date of the Approval Orders.
- E. The Settlement Distribution Scheme has the following key stages:

Stage	Clause	Description
Trade Check Notices and Amendments	Clause 5	The Scheme Administrator will provide all Registered Group Members with a Trade Check Notice containing the Trade Data provided by them during the registration process. Registered Group Members will be permitted to notify the Scheme Administrator of any error, slip or omissions in their Trade Data.
Unscaled Assessed Losses and Estimated Distribution Amounts	Clause 6	Registered Group Members will have their Unscaled Assessed Losses determined by the Scheme Administrator according to the Unscaled Loss Assessment Formula. Based on the Unscaled Assessed Losses, the Scheme Administrator: (i) may determine Interim Estimated Distribution Amounts for each Registered Group Member if the Scheme Administrator determines it is reasonable, having regard to the likely costs, to pay Interim Distribution Amounts; and/or (ii) will determine the Final Estimated Distribution Amount for each Registered Group Member. The Scheme Administrator will notify each Registered Group Member of their Unscaled Assessed Losses, Interim Estimated

		Distribution Amount(s) (if applicable) and Final Estimated Distribution Amount, which is final and binding.
Collection of Bank Account Details	Clause 7	Registered Group Members whose Interim Estimated Distribution Amount(s) or Final Estimated Distribution Amount is more than the Minimum Distribution Amount will be required to provide their bank account details. Registered Group Members that do not provide their bank details by the required time will have their payments forfeited and redistributed to all other Registered Group Members.
Calculation of Distribution Amounts	Clause 8	The Scheme Administrator will: (i) if applicable, calculate each Registered Group Member's Interim Distribution Amount(s), based on the quantum of an Interim Distribution Sum; and (ii) calculate each Registered Group Member's Final Distribution Amount, based on the quantum of the Final Distribution Sum. The calculations will be final and binding.
Payments to Registered Group Members	Clause 9	The Scheme Administrator will pay into Registered Group Members' nominated bank accounts any Interim Distribution Amounts and/or Final Distribution Amounts. The Scheme Administrator will provide Remittance Notices to those that receive any payment(s).
Residual Settlement Sum	Clause 10	After all Final 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.
Completion of Settlement Distribution	Clause 11	Once all payments are made, the Scheme Administrator will attend to finalisation of this Scheme.

## 2. DEFINITIONS AND INTERPRETATION

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### 2.1. Definitions

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

**2FASOC** means the Second Further Amended Statement of Claim filed by the Plaintiff in the Proceeding on 21 July 2022.

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

**Administration Costs** has the meaning given in clause 1.1 of the Deed.

**Approval Orders** has the meaning given in clause 1.1 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.

**Business Day** means a day on which banks are open for general banking business in Melbourne (not being a Saturday, Sunday or public holiday in that place).

**Claim Data** means a Registered Group Member's Contact Details and Trade Data.

**Claim Period** means 11 December 2014 to 18 October 2020 (inclusive), being the claim period specified in para [1(a)] of the 2FASOC.

**Claims Database** means a database constructed by or on behalf of the Scheme Administrator to contain the Claim Data for each Registered 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 a Registered Group Member's name, postal address, email address and mobile phone number and/or other telephone number.

**Court** means the Supreme Court of Victoria.

**Deed** means the Deed of Settlement and Release executed on 9 May 2025.

**Defendant** means Crown Resorts Limited (ACN 125 709 953).

**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.

**Dismissal Orders** has the meaning given in clause 1.1 of the Deed.

**Distribution Amount** means an Interim Distribution Amount, a Final Distribution Amount and/or a Residual Distribution Amount.

**Estimated Distribution Amount** means an Interim Estimated Distribution Amount and/or a Final Estimated Distribution Amount.

**Final Assessment Notice** means the notice to be sent by the Scheme Administrator to each Registered Group Member in accordance with clause 6.11.

**Final Distribution Amount** means an amount calculated in accordance with clauses 8.11 and 8.12, and which exceeds the Minimum Distribution Amount.

**Final Distribution Date** means the date determined by the Scheme Administrator on which the payment of Final Distribution Amounts to Registered Group Members will commence, being a date after:

- (a) the Approval Orders have been made and Upheld; and
- (b) all of the instalments of the Settlement Sum have been paid in accordance with sub-clauses 2(c), 2(d) and 2(e) of the Deed.

**Final Distribution Sum** has the meaning given in clauses 8.8 and 8.9.

**Final Estimated Distribution Amount** means the amount calculated in accordance with clauses 6.9 and 6.10, and which exceeds the Minimum Distribution Amount.

**Final Estimated Distribution Sum** has the meaning given in clause 6.8.

**Group Costs Order** means order 1 of the orders made in the Proceeding by the Honourable Justice Stynes on 22 December 2022.

**Group Member** has the meaning given in clause 1.1. of the Deed.

**Holding** means a Registered Group Member's holding of fully paid ordinary shares in Crown Resorts Limited (**CWN Shares**) as identified in the Claims Database. For the avoidance of doubt, a Registered Group Member may have multiple holdings.

**Interest** means interest earned on the monies held in the Settlement Holding Fund or the Settlement Administration Fund or any other interest-bearing account established by the Scheme Administrator in accordance with this Scheme.

**Interim Assessment Notice** means a notice that may be sent by the Scheme Administrator to each Registered Group Member in accordance with clause 6.6.

**Interim Distribution Amount** means an amount that may be calculated in accordance with clauses 8.6 and 8.7, and which exceeds the Minimum Distribution Amount.

**Interim Distribution Date** means a date that may be determined by the Scheme Administrator on which payment of any Interim Distribution Amounts to Registered Group Members may commence, being a date after:

- (a) the Approval Orders have been made and Upheld; and
- (b) the payment(s) of the first instalment and/or the second instalment of the Settlement Sum in accordance with sub-clauses 2(c) and 2(d) of the Deed.

**Interim Distribution Sum** has the meaning given in clauses 8.3 and 8.4.

**Interim Estimated Distribution Amount** means an amount that may be calculated in accordance with clauses 6.4 and 6.5, and which exceeds the Minimum Distribution Amount.

**Interim Estimated Distribution Sum** has the meaning given in clause 6.3.

**Maurice Blackburn** means Maurice Blackburn Pty Limited (ACN 105 657 949), the solicitor on the record for the Plaintiff in the Proceeding.

**Minimum Distribution Amount** is \$20.00.

**Non-Responsive Group Member** means a Registered 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 17.3(b) and 17.4.

**Opt Out and Class Closure Orders** has the meaning given in clause 1.1 of the Deed.

**Plaintiff** means Greg Lieberman.

**Plaintiff's Costs and Disbursements** means the Plaintiff's costs of the Proceeding (being the amount payable pursuant to the Group Costs Order, or as otherwise determined by the Court).

**Plaintiff's Reimbursement Payment** means an amount approved by the Court by way of compensation for time and expenditure reasonably incurred by the Plaintiff in the interests of prosecuting the Proceeding on his own behalf and on behalf of, and for the benefit of, all Group Members in the Proceeding.

**Proceeding** means Supreme Court of Victoria proceeding S ECI 2020 04566 titled *Lieberman v Crown Resorts Ltd*, being a group proceeding under Part 4A of the Act.

**Proposed Settlement** means the proposed settlement entered into on 9 May 2025 between the Plaintiff, the Defendant, and Maurice Blackburn to resolve the claims of the Plaintiff and Group Members in the Proceeding, as recorded in the Deed.

**Registered Group Member** has the meaning given in clause 1.1 of the Deed.

**Remittance Notice** means the notice to be sent by the Scheme Administrator to each Registered Group Member confirming the payment of an Interim Distribution Amount, their Final Distribution Amount and/or a Residual Distribution Amount.

**Residual Distribution Amount** has the meaning given in clause 10.5.

**Residual Settlement Sum** has the meaning given in clauses 10.1 and 10.2.

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

**Settlement Administration Fund** has the meaning given in clause 1.1. of the Deed.

**Settlement Distribution Scheme or Scheme** means the terms of this settlement distribution scheme as approved by the Court on *[insert date]*, including Schedules.

**Settlement Holding Fund** has the meaning given in clause 1.1. of the Deed.

**Settlement Sum** means \$72,500,000 (inclusive of costs and interest), payable in accordance with clause 2 of the Deed.

**Trade Check Notice** means a notice sent by the Scheme Administrator to a Registered Group Member, setting out the Trade Data held in the Claims Database for that Registered Group Member.

**Trade Data** means, for:

- (a) each Holding registered by a Registered Group Member before the 'Class Deadline' specified in, and otherwise in accordance with, the Opt Out and Class Closure Orders; and
- (b) the Holding(s) of a Group Member who was otherwise permitted by the Court to participate in the Proposed Settlement, notwithstanding their failure to register their Holding(s) before the 'Class Deadline',

the following data:

- (c) the name of the Holding;
- (d) HIN or SRN (if provided);
- (e) the number of CWN Shares held by each Holding as at the commencement of trading on 11 December 2014;
- (f) for each acquisition of CWN Shares during the Claim Period, the date of acquisition and the quantity of shares acquired; and
- (g) for each disposal of CWN Shares during the Claim Period, the date of disposal and the number of shares disposed of.

**Upheld** has the meaning given in clause 1.1 of the Deed.

**Unscaled Assessed Losses** means the value of a Registered Group Member's claim calculated in accordance with clause 6.1.

**Unscaled Loss Assessment Formula** means the formula by which Registered Group Members' claims are calculated as contained in Confidential Schedule B.

## 2.2. Interpretation

In this 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 any thing 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 this 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 this 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**

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#### **Appointment of Scheme Administrator**

- 3.1. This 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 this Scheme, the Scheme Administrator:
  - (a) must not act as the solicitor for the Plaintiff or any individual Group Member in relation to this Scheme;

- (b) will administer this 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 interests of any individual Group Member against the interests of Group Members as a whole; and
  - (iii) at all times and when exercising any discretion conferred upon it under this Scheme, ensure that this 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 this Scheme;
    - (II) seeking expert advice as it considers necessary;
    - (III) correcting any error, slip or omission necessary to facilitate the administration of this Scheme;
    - (IV) applying to the Court to amend this Scheme if it considers it desirable or appropriate to do so; and
    - (V) extending time for compliance with any deadline fixed by this Scheme or by the Scheme Administrator while administering this Scheme; and
- (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 this 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 this 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) incorrect or otherwise insufficient Claim Data provided by a Registered Group Member, or persons acting on their behalf;
- (b) incorrect or otherwise insufficient bank account details provided by a Registered 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 details provided by the Registered Group Member, or persons acting on their behalf;
- (e) a Registered Group Member's failure to receive a communication described in this Scheme or who, for any other reason, failed to submit documentation to the Scheme Administrator or the Court within a time limit set under this Scheme; and/or
- (f) any error or omission by the Scheme Administrator made in good faith.

#### **4. FINANCIAL MANAGEMENT**

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##### **Settlement Holding Fund**

4.1. Pursuant to sub-clause 2(b)(1) of the Deed, Maurice Blackburn opened the Settlement Holding Fund on 15 May 2025. The Defendant:

- (a) has paid the first instalment of the Settlement Sum into the Settlement Holding Fund, in accordance with sub-clause 2(c) of the Deed; and
- (b) will pay the second and third instalments of the Settlement Sum into the Settlement Holding Fund if the Approval Orders have not been made and Upheld by the respective dates by which those instalments are to be paid, in accordance with sub-clauses 2(d) and 2(e) 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 Settlement Holding Fund on trust for the Defendant until the Approval Orders have been made and Upheld.

### **Settlement Administration Fund**

- 4.3. Pursuant to sub-clause 2(b)(2) of the Deed, Maurice Blackburn opened the Settlement Administration Fund on 15 May 2025. After the Approval Orders have been made and Upheld, Maurice Blackburn will transfer the instalments of the Settlement Sum, which have been paid into the Settlement Holding Fund as at that date, to the Settlement Administration Fund, in accordance with sub-clause 2(f)(2) of the Deed.
- 4.4. The Defendant will pay the second and third instalments of the Settlement Sum into the Settlement Administration Fund if the Approval Orders have been made and Upheld by the respective dates by which those instalments are to be paid, in accordance with sub-clauses 2(d) and 2(e) of the Deed.
- 4.5. The Scheme Administrator will be responsible for the management of the Settlement Administration Fund, and all monies in the Settlement Administration Fund, in accordance with this Scheme.

### **Management of the Settlement Administration Fund**

- 4.6. The Scheme Administrator will, subject to and in accordance with the terms of the Deed, this Scheme and any applicable statutory requirements, hold the money standing from time to time in the Settlement Administration Fund on trust for:
- (a) the Plaintiff and Registered Group Members; and
  - (b) the Scheme Administrator, to the extent of its entitlement to receive Administration Costs in accordance with the terms of this Scheme.
- 4.7. The Scheme Administrator may:
- (a) pay all or a portion of the funds in the Settlement Administration Fund into one or more interest-bearing, fixed term deposit account(s) for varying terms; and
  - (b) at any time, convert the Settlement Administration Fund 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 the Settlement Administration Fund will be disproportionate to the further Interest expected to be earned.

4.8. The Scheme Administrator will pay from the Settlement Administration Fund (or any account, fund or trust established for the purposes of this Scheme and using funds from the Settlement Administration Fund) 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 sub-clause (a) above, and if the said fund:
  - (i) has been established as a separate fund from the Settlement Administration Fund; and
  - (ii) is insufficient to indemnify the Scheme Administrator as set out in this sub-clause (b),

will be indemnified from the Settlement Administration Fund.

### **Application of Interest**

4.9. Interest accruing on the Settlement Administration Fund may be applied, in the first instance, to the payment of Administration Costs.

4.10. 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 Registered Group Members, if determined appropriate to do so by the Scheme Administrator.

## **5. TRADE CHECK NOTICES AND AMENDMENTS**

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5.1. At all times, the Scheme Administrator must use reasonable endeavours to ensure the accuracy of the Claims Database, including, to the extent necessary, updating the Claims Database for any amended or corrected Trade Data provided under this clause, requesting further information or documents from a Registered Group Member or requesting further information or documents from third parties.

5.2. The Scheme Administrator will distribute a Trade Check Notice to all Registered Group Members as soon as practicable after the Approval Orders have been made and Upheld.

5.3. Within 28 days of sending Trade Check Notices to Registered Group Members, Registered Group Members will be permitted to confirm their Trade Data or notify the Scheme Administrator of any error, slip, or omission between the Trade Data in the Claims

Database, as provided by the Registered Group Member, and the Trade Data set out in the Trade Check Notice (**Trade Data Amendment Period**). For the avoidance of doubt, in notifying the Administrator of any error, slip, or omission in the Trade Data held by the Scheme Administrator, Registered Group Members will not be permitted to register additional new Holdings or additional new trades for existing Holdings that were not registered before the 'Class Deadline' specified in, and otherwise in accordance with, the Opt Out and Class Closure Orders (save for Group Members who are otherwise permitted by the Court to participate in the Proposed Settlement, notwithstanding their failure to register their Holding(s) before the 'Class Deadline').

- 5.4. If, within the Trade Data Amendment Period, a Registered Group Member notifies the Scheme Administrator of any error, slip, or omission in their Trade Check Notice (**Trade Data Amendment Notice**), the Scheme Administrator may, in its absolute discretion:
- (a) request the Registered Group Member provide such information or documentation as is necessary to verify the error, slip, or omission;
  - (b) refuse any request to amend any error, slip, or omission in a Registered Group Member's Trade Data or Trade Check Notice;
  - (c) correct the Claims Database; and/or
  - (d) send to that Registered Group Member an amended Trade Check Notice.
- 5.5. The accuracy of a Trade Check Notice will be deemed to be accepted by a Registered Group Member unless the Registered Group Member, by the conclusion of the Trade Data Amendment Period, delivers to the Scheme Administrator a Trade Data Amendment Notice, together with copies of all documents on which the Registered Group Member relies for the purpose of the amendment, including any statement of reasons for seeking the amendment. For the avoidance of doubt, if a Registered Group Member does not deliver a Trade Data Amendment Notice within 28 days of provision of their Trade Check Notice, the Scheme Administrator may rely upon the Trade Data for that Registered Group Member contained in their Trade Check Notice as true and correct for the purposes of this Scheme.
- 5.6. After the conclusion of the Trade Data Amendment Period, a Registered Group Member's Claim Data cannot be amended, unless necessary as a result of an error, slip, or omission on the part of the Scheme Administrator.

5.7. Notwithstanding any other clause in this Scheme, if, in the opinion of the Scheme Administrator, at any stage a Registered Group Member's Claim Data contains insufficient information or does not otherwise substantiate a Registered Group Member's claim, the Scheme Administrator may, by written notice, require the Registered Group Member to provide and verify by a statutory declaration or other means that the Scheme Administrator deems appropriate and within a time that the Scheme Administrator deems reasonable, such further information as the Scheme Administrator may require.

5.8. For the avoidance of doubt, if:

- (a) following a request made to a Registered Group Member by the Scheme Administrator pursuant to clause 5.7; or
- (b) after the Scheme Administrator's reasonable attempts to contact a Registered Group Member to make a request pursuant to clause 5.7,

that Registered Group Member's Claim Data continues to contain insufficient information or does not otherwise substantiate the Registered Group Member's claim, such as to render the Scheme Administrator unable to provide an Interim Assessment Notice and/or a Final Assessment Notice to that Registered Group Member, the Registered Group Member will forfeit any right to receive a distribution from the Settlement Administration Fund.

5.9. The outcome of the Scheme Administrator's consideration of any Trade Data Amendment Notice is final and binding on Registered Group Members, and Registered 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.

## **6. UNSCALED ASSESSED LOSSES AND ESTIMATED DISTRIBUTION AMOUNTS**

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### **Calculation of Unscaled Assessed Losses**

6.1. The Scheme Administrator will calculate Registered Group Members' Unscaled Assessed Losses by applying the Unscaled Loss Assessment Formula to the Trade Data for each Registered Group Member.

### **Interim Estimated Distribution Amounts**

6.2. Following the calculation of Unscaled Assessed Losses, and payment of the first instalment and/or the second instalment of the Settlement Sum in accordance with sub-clauses 2(c) and 2(d) of the Deed, the Scheme Administrator will determine, in its absolute

discretion and having regard to the principles in sub-clause 3.2(b) whether it is reasonable to:

- (a) calculate Interim Estimated Distribution Amounts for each Registered Group Member in accordance with clauses 6.4 and 6.5; and
- (b) send Interim Assessment Notices to each Registered Group Member in accordance with clause 6.6; and
- (c) calculate and pay Interim Distribution Amounts to Registered Group Members in accordance with clauses 8.6, 8.7 and 9.1.

6.3. If the Scheme Administrator determines that it is reasonable to undertake the actions listed at sub-clauses 6.2(a) to 6.2(c) above, then the Scheme Administrator will estimate the portion of the Settlement Sum, which has been paid in accordance with the Deed as at that date, that will be available for distribution to Registered Group Members, taking into account, as applicable:

- (a) the deductions in clauses 8.1 and 8.2; and
- (b) the quantum of any pre-approved Administration Costs or estimated Administration Costs if any such costs are not pre-approved.

Such an amount is an Interim Estimated Distribution Sum.

6.4. An Interim Estimated Distribution Sum will be allocated among the Registered Group Members as follows:

- (a) in the proportion which the Unscaled Assessed Loss of each Registered Group Member bears to the aggregate of the Unscaled Assessed Losses for all Registered Group Members; and
- (b) where the proportional assessment in sub-clause 6.4(a) above is less than the Minimum Distribution Amount, nothing will be allocated to the Registered Group Member, and the amount will be included in the Interim Estimated Distribution Sum for allocation.

6.5. An amount calculated in accordance with clause 6.4 is the Interim Estimated Distribution Amount for that Registered Group Member.



6.6. The Scheme Administrator will send to each Registered Group Member an Interim Assessment Notice which must include, but is not limited to:

- (a) the Registered Group Member's Trade Data; and
- (b) the Registered Group Member's Interim Estimated Distribution Amount.

6.7. For the avoidance of doubt, the Scheme Administrator, in its absolute discretion and having regard to the principles in sub-clause 3.2(b), may undertake the actions listed at sub-clauses 6.2(a) to 6.2(c) above:

- (a) following the payment of the first instalment of the Settlement Sum in accordance with sub-clause 2(c) of the Deed; and/or
- (b) following the payment of the second instalment of the Settlement Sum in accordance with sub-clause 2(d) of the Deed,

subject to the Approval Orders having been made and Upheld.

#### **Final Estimated Distribution Amounts**

6.8. Following payment of all of the instalments of the Settlement Sum in accordance with sub-clauses 2(c), 2(d) and 2(e) of the Deed, the Scheme Administrator will estimate the portion of the Settlement Sum that will be available for distribution to Registered Group Members, taking into account, as applicable:

- (a) the deductions in clauses 8.1 and 8.2;
- (b) the quantum of any pre-approved Administration Costs or estimated Administration Costs if any such costs are not pre-approved; and
- (c) payments of any Interim Distribution Amounts to Registered Group Members.

This is the Final Estimated Distribution Sum.

6.9. The Final Estimated Distribution Sum will be allocated among the Registered Group Members as follows:

- (a) in the proportion which the Unscaled Assessed Loss of each Registered Group Member bears to the aggregate of the Unscaled Assessed Losses for all Registered Group Members; and

- (b) where the proportional assessment in sub-clause 6.9(a) above is less than the Minimum Distribution Amount, nothing will be allocated to the Registered Group Member, and the amount will be included in the Final Estimated Distribution Sum for allocation.

6.10. The amount calculated in accordance with clause 6.9 is the Final Estimated Distribution Amount for that Registered Group Member.

6.11. The Scheme Administrator will send to each Registered Group Member a Final Assessment Notice which must include, but is not limited to:

- (a) if no Interim Distribution Amount has been paid, the Registered Group Member's Trade Data; and
- (b) the Registered Group Member's Final Estimated Distribution Amount.

### **Binding calculations**

6.12. Subject to the discretion in sub-clause 3.2(b)(iii), the calculation of Unscaled Assessed Losses, any Interim Estimated Distribution Amounts and any Final Estimated Distribution Amounts by the Scheme Administrator is final and binding on Registered Group Members, and Registered 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.

## **7. COLLECTION OF BANK ACCOUNT DETAILS**

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7.1. Registered Group Members whose Interim Estimated Distribution Amounts and/or Final Estimated Distribution Amounts exceed the Minimum Distribution Amount must, by the deadline in the Interim Assessment Notice and/or a Final Assessment Notice, provide to the Scheme Administrator sufficient bank account details for an Australian bank account to enable the Scheme Administrator to process payments of any Interim Distribution Amounts and/or Final Distribution Amounts.

7.2. Upon request from a Registered Group Member, the Scheme Administrator, in its absolute discretion and having regard to the principles in sub-clause 3.2(b), may agree to make payments to more than one nominated bank account or an overseas bank account. The Scheme Administrator will deduct the costs outlined in Schedule A from the Registered Group Member's Distribution Amount for any additional costs incurred in doing so, including the costs of the Scheme Administrator and any additional fees or charges, unless, in its absolute discretion, it determines to waive those costs. If the deduction of

those costs reduces any Distribution Amount to below the Minimum Distribution Amount, then those Distribution Amounts will be forfeited, and all forfeited Interim Estimated Distribution Amounts will be included in the calculation of an Interim Distribution Sum in accordance with clauses 8.3 and 8.4, and all forfeited Final Estimated Distribution Amounts will be included in the calculation of the Final Distribution Sum in accordance with clauses 8.8 and 8.9.

7.3. If a Registered Group Member does not provide sufficient bank account 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 Scheme Administrator's discretion in clause 9.3; 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 sub-clause 7.3(a) applies:

- (i) the Registered Group Member's Interim Estimated Distribution Amount or Final Estimated Distribution Amount will be forfeited, and the Registered Group Member will have no claim against the Scheme Administrator or the Settlement Sum; and
- (ii) all forfeited Interim Estimated Distribution Amounts will be included in the calculation of an Interim Distribution Sum in accordance with clauses 8.3 and 8.4, and all forfeited Final Estimated Distribution Amounts will be included in the calculation of the Final Distribution Sum in accordance with clauses 8.8 and 8.9.

7.4. For the avoidance of doubt, if a Registered Group Member's Interim Estimated Distribution Amount is forfeited in accordance with sub-clause 7.4(b)(i) above, clause 14.3 of this Scheme will apply and the Registered Group Member will not be entitled to receive a subsequent Interim Distribution Amount and/or a Final Distribution Amount.

## **8. CALCULATION OF DISTRIBUTION AMOUNTS**

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### **Deductions from the Settlement Sum**

- 8.1. As soon as practicable after the Approval Orders have been made and Upheld, the Scheme Administrator will pay the Plaintiff's Reimbursement Payment to the Plaintiff from the Settlement Sum.
- 8.2. Subject to the Approval Orders being made and Upheld, as soon as practicable after each instalment of the Settlement Sum is paid by the Defendant in accordance with sub-clauses 2(c), 2(d) and 2(e) of the Deed, the Scheme Administrator will pay the Plaintiff's Costs and Disbursements, in respect of each instalment, to Maurice Blackburn being, for the avoidance of doubt, 27.5% of each such instalment, namely:
- (a) \$5,500,000 from the first instalment payable under sub-clause 2(c) of the Deed;
  - (b) \$6,875,000 from the second instalment payable under sub-clause 2(d) of the Deed;  
and
  - (c) \$7,562,500 from the third instalment payable under sub-clause 2(e) of the Deed.

### **Calculation of an Interim Distribution Sum**

- 8.3. If the Scheme Administrator has determined that it is reasonable to undertake the actions listed at sub-clauses 6.2(a) to 6.2(c) above, then the Scheme Administrator will:
- (a) pay any pre-approved Administration Costs as and when they are incurred from the portion of the Settlement Sum which has been paid as at that date; 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.

- 8.4. The remaining Settlement Sum will be an Interim Distribution Sum.

### **Calculation of Interim Distribution Amounts**

- 8.5. As soon as reasonably practicable after the expiration of the deadline set out in an Interim Assessment Notice for the provision of bank account details by Registered Group Members, the Scheme Administrator will calculate an Interim Distribution Amount for each Registered Group Member.
- 8.6. An Interim Distribution Sum will be allocated among Registered Group Members as follows:
- (a) in the proportion which the Unscaled Assessed Loss of each Registered Group Member bears to the aggregate Unscaled Assessed Losses for all Registered Group Members; and
  - (b) where the proportional assessment in sub-clause 8.6(a) above is less than the Minimum Distribution Amount, nothing will be allocated to the Registered Group Member, and the amount will be included in the Interim Distribution Sum for allocation.
- 8.7. An amount calculated in accordance with clause 8.6 is the Interim Distribution Amount for that Registered Group Member.

### **Calculation of the Final Distribution Sum**

- 8.8. Following payment of all of the instalments of the Settlement Sum in accordance with sub-clauses 2(c), 2(d) and 2(e) of the Deed 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 any 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.
- 8.9. The remaining Settlement Sum will be the Final Distribution Sum.

## **Calculation of Final Distribution Amounts**

8.10. As soon as reasonably practicable after the expiration of the deadline set out in the Final Assessment Notice for the provision of bank account details by Registered Group Members, the Scheme Administrator will calculate the Final Distribution Amount for each Registered Group Member.

8.11. The Final Distribution Sum will be allocated among Registered Group Members as follows:

- (a) in the proportion which the Unscaled Assessed Loss of each Registered Group Member bears to the aggregate Unscaled Assessed Losses for all Registered Group Members; and
- (b) where the proportional assessment in sub-clause 8.11(a) above is less than the Minimum Distribution Amount, nothing will be allocated to the Registered Group Member, and the amount will be included in the Final Distribution Sum for allocation.

8.12. The amount calculated in accordance with clause 8.11 is the Final Distribution Amount for that Registered Group Member.

## **Binding calculations**

8.13. Subject to the discretion in sub-clause 3.2(b)(iii), the calculation of Unscaled Assessed Losses, Interim Distribution Amounts and Final Distribution Amounts by the Scheme Administrator are final and binding on Registered Group Members, and Registered 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.

## **9. PAYMENTS TO REGISTERED GROUP MEMBERS**

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9.1. Subject to clause 9.4, the Scheme Administrator will as soon as practical after an Interim Distribution Date and/or the Final Distribution Date:

- (a) pay Interim Distribution Amounts or Final Distribution Amounts to Registered Group Members by electronic funds transfer to the Registered Group Member's nominated bank account provided in accordance with clauses 7.1 and/or 7.2; and
- (b) send to each Registered Group Member being paid an Interim Distribution Amount or a Final Distribution Amount a Remittance Notice.

- 9.2. The Scheme Administrator will commence processing payments on an Interim Distribution Date and/or the Final Distribution Date. Payments will be processed in tranches over a period of time to be determined by the Scheme Administrator.
- 9.3. The Scheme Administrator may process the payment of Interim Distribution Amounts and/or Final Distribution Amounts to Registered Group Members by alternative means if the Scheme Administrator, in its absolute discretion having regard to the principles in sub-clause 3.2(b), considers that:
- (a) a Registered Group Member has demonstrated to the Scheme Administrator's satisfaction that payment by electronic funds transfer is impracticable for that Registered 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 Registered Group Member or group of Registered Group Members.
- 9.4. If the Scheme Administrator is unable to attempt payment of an Interim Distribution Amount or a Final Distribution Amount to a Registered Group Member, or a payment to a Registered Group Member is rejected, due to:
- (a) incorrect bank account details provided by the Registered Group Member; or
  - (b) any other action or inaction by the Registered Group Member,
- the Scheme Administrator will not make further inquiries with those Registered 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 sub-clause 3.2(b), determines it is reasonable to do so.
- 9.5. If the Scheme Administrator exercises its discretion under clauses 9.3 and/or 9.4 above, then the Scheme Administrator will deduct the costs outlined in Schedule A from the Registered Group Member's Distribution Amount for any additional costs incurred in doing so, including the costs of the Scheme Administrator and any additional fees or charges unless, in its absolute discretion, it determines to waive those costs. If the deduction of these costs reduces any Distribution Amount to below the Minimum Distribution Amount, then those Distribution Amounts will be forfeited, and all forfeited Interim Distribution Amounts will be included in the calculation of the Final Distribution Sum in accordance with clauses 8.8 and 8.9, and all forfeited Final Distribution Amounts will be included in the calculation of the Residual Settlement Sum in accordance with clauses 10.1 and 10.2.

9.6. If, after 60 days from an Interim Distribution Date and/or the Final Distribution Date, the Scheme Administrator is unable to transfer payments of Interim Distribution Amounts or Final Distribution Amounts to Registered Group Members or any payment to a Registered Group Member is rejected due to the reasons outlined in sub-clauses 9.4(a) or 9.4(b) above:

- (a) the Registered Group Member's Interim Distribution Amount or Final Distribution Amount will be forfeited, and the Registered Group Member will have no claim against the Scheme Administrator or the Settlement Sum; and
- (b) all forfeited Interim Distribution Amounts will be included in the calculation of the Final Distribution Sum in accordance with clauses 8.8 and 8.9, and all forfeited Final Distribution Amounts will be included in the calculation of the Residual Settlement Sum in accordance with clauses 10.1 and 10.2.

9.7. 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.

## **10. CALCULATION AND DISTRIBUTION OF RESIDUAL SETTLEMENT SUM**

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

- (a) pay any remaining pre-approved Administration Costs as incurred;
- (b) set aside any amounts calculated in accordance with sub-clauses 8.8(b)(ii) and 8.8(b)(iii); and
- (c) calculate and set aside any further amounts approved to be deducted from the remaining Final Distribution Sum, and, if appropriate, the Scheme Administrator's reasonable estimate of any additional Administration Costs to be sought for any further distribution to Registered Group Members that were successfully paid a Distribution Amount.

10.2. The remaining Final Distribution Sum will be the Residual Settlement Sum.

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



10.4. 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 the Alliance for Gambling Reform Incorporated (ABN 14 829 021 950) subject to Court approval.

10.5. 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; and
- (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 Registered Group Members who were successfully paid a Final Distribution Amount in the proportion which their Unscaled Assessed Loss bears to the aggregate Unscaled Assessed Losses for all Registered Group Members; or
  - (ii) as an ex-gratia payment as determined by the Scheme Administrator,

being the Residual Distribution Amount for each Registered Group Member.

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

10.7. Without limiting the application of clause 10.5, 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 of the Residual Settlement Sum.

10.8. The Scheme Administrator will process the Residual Distribution Amount payments in accordance with clause 9. Any payments that are rejected, unsuccessful or otherwise returned to the Settlement Administration Fund will be paid to Alliance for Gambling Reform Incorporated (ABN 14 829 021 950) subject to Court approval.

## **Binding calculations**

10.9. Subject to the discretion in sub-clause 3.2(b)(iii), the calculation of Residual Distribution Amounts by the Scheme Administrator is final and binding on Registered Group Members, and Registered 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.

## **11. COMPLETION OF SETTLEMENT DISTRIBUTION**

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11.1. The payment of all Interim Distribution Amounts (if applicable), Final 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.

## **12. TAXATION**

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12.1. Registered Group Members are responsible for obtaining their own taxation advice.

12.2. 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 Registered Group Members in relation to payment of any Interim Distribution Amounts, Final Distribution Amounts and Residual Distribution Amounts.

## **13. CLAIMS MADE ON BEHALF OF OTHER PERSONS AND/OR THIRD PARTIES**

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### **Application of this clause**

13.1. The following provisions apply in circumstances where:

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

whether in respect to all or part of their claim.

## **Authorised representative**

13.2. The Scheme Administrator may rely on information, instructions and/or declarations from, and steps taken pursuant to this 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 and the Scheme Administrator accepts that declared authority.

13.3. The Scheme Administrator reserves the right, in its absolute discretion, to request evidence of any authority referred to in clause 13.2.

13.4. The Scheme Administrator will implement processes for the payment of Distribution Amounts to Registered Group Members' authorised representatives, having regard to the principles in sub-clause 3.2(b) and the quantum of the payment(s) to those Registered Group Members.

## **14. RIGHTS AND OBLIGATIONS OF REGISTERED GROUP MEMBERS**

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### **Cooperation of Registered Group Members**

14.1. Each Registered Group Member must cooperate with the Scheme Administrator and take all steps that they are required to take pursuant to this 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 Claim Data;
- (e) providing bank account details;

and each Registered Group Member 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**

14.2. In fulfilling the obligations in clause 14.1, each Registered Group Member must act honestly and must take all reasonable steps to ensure that any of their agents or representatives likewise act honestly.

### **Failure to comply**

14.3. Non-Responsive Group Members will have their claims assessed as \$0 by the Scheme Administrator. Where a Registered Group Member becomes a Non-Responsive Group Member after the Scheme Administrator has issued an Interim Assessment Notice or the Final Assessment Notice, the Scheme Administrator may, but is not obliged to, issue a new Interim Assessment Notice and/or Final Assessment Notice assessing their claim as \$0.

14.4. For the avoidance of doubt, a Registered Group Member will not be entitled to recover any amount they might have received pursuant to this Scheme, but for a failure to comply with the requirements under this Scheme, in any future payment of monies under this Scheme (including, for the avoidance of doubt, the payment of Final Distribution Amounts).

### **Forfeiture of Distribution**

14.5. A Registered Group Member may notify the Scheme Administrator in writing that they wish to forfeit their Interim Distribution Amount(s), Final Distribution Amount or Residual Distribution Amount. Any such amount forfeited by a Registered Group Member will form part of any Interim Distribution Sum, the Final Distribution Sum or the Residual Settlement Sum to be distributed in accordance with this Scheme.

14.6. A Registered Group Member's decision to forfeit their Interim Distribution Amount(s), Final Distribution Amount or Residual Distribution Amount is final and the Registered Group Member will not be entitled to recover any amount they might have received pursuant to this Scheme, but for their decision to forfeit, in any future payment of monies under this Scheme.

## **Registered Group Members indemnify the Scheme Administrator**

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

## **15. COSTS**

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### **Administration Costs**

15.1. 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, any Interim Distribution Sum, the Final Distribution Sum and the Residual Settlement Sum while held in the Settlement Holding Fund and/or the Settlement Administration Fund;
- (c) in such amounts as are approved by the Court from time to time during the implementation of this 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**

15.2. 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.

## **16. SUPERVISION BY THE COURT**

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

16.2. Subject to the Approval Orders having been made and Upheld, the Scheme Administrator will report to the Court:

- (a) following the payment of the first instalment of the Settlement Sum in accordance with sub-clause 2(c) of the Deed:
  - (i) if Interim Distribution Amounts are to be paid, within 20 Business Days of the last Interim Distribution Amount being successfully paid; or
  - (ii) if Interim Distribution Amounts are not to be paid, within 20 Business Days of the Scheme Administrator's decision to not pay Interim Distribution Amounts; and
- (b) following the payment of the second instalment of the Settlement Sum in accordance with sub-clause 2(d) of the Deed:
  - (i) if Interim Distribution Amounts are to be paid, within 20 Business Days of the last Interim Distribution Amount being successfully paid; or
  - (ii) if Interim Distribution Amounts are not to be paid, within 20 Business Days of the Scheme Administrator's decision to not pay Interim Distribution Amounts.

16.3. Each report prepared in accordance with clause 16.2 will advise the Court of the performance of the settlement (including any steps in this Scheme), including the costs incurred and the distributions made.

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

16.5. 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.

16.6. As soon as practicable after the Plaintiff has requested the Court make the Dismissal Orders in accordance with sub-clause 8(i) of the Deed, the Scheme Administrator will file a final report to the Court, which confirms the payment of any Interim Distribution Amounts, and all Final Distribution Amounts and Residual Distribution Amounts, and will provide a copy to the Defendant.

## **17. NOTICES**

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17.1. Any notice or communication to be given pursuant to this Scheme, sent by the Scheme Administrator, will be deemed given and received for all purposes associated with this 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 Contact Details recorded on the Claims Database;
  - (ii) sent by SMS to that person's mobile number in the Contact Details recorded on the Claims Database; or
  - (iii) sent by pre-paid mail to that person's postal address in the Contact Details recorded on the Claims Database.

17.2. 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 Business Days after being sent; or
- (c) if it was sent by mail to an addressee overseas, five Business Days after being sent.

17.3. If a notice or communication is undelivered by email, SMS or mail in accordance with clause 17.2, and a Registered Group Member has not informed the Scheme Administrator of any change in their Contact Details in accordance with sub-clause 14.1(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 17.1 and 17.2.

17.4. If the Scheme Administrator deems a notice or communication to be given in accordance with sub-clause 17.3(b), that Registered Group Member will be a Non-Responsive Group Member unless prior to the calculation of any Interim Distribution Amounts or Final Distribution Amounts by the Scheme Administrator in accordance with clause 8, they otherwise contact the Scheme Administrator in relation to the matters in the notice or communication.

17.5. Where a Registered Group Member is not a natural person and one person has been nominated as the designated contact in respect of multiple Registered Group Members, it is sufficient for the purpose of giving notice or communications that any of the provisions of clauses 17.1 and 17.2 are complied with in relation to that nominated person.

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

By mail: Crown Money Laundering Risk Class Action  
(Settlement Administration Team)  
Maurice Blackburn  
Level 21, 380 La Trobe Street  
MELBOURNE VIC 3000

By email: [CrownAML@mauriceblackburn.com.au](mailto:CrownAML@mauriceblackburn.com.au)

## **18. TIME**

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18.1. 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

### Item 1: Applicable Hourly Rates – Clause 15.1(d)

Position	Hourly Rate (100%) (ex GST)
Principal / Special Counsel / Settlement Claims Manager > 15 years	\$940.00
Principal / Special Counsel / Settlement Claims Manager < 15 years	\$860.00
Senior Associate	\$695.00
Associate	\$640.00
Solicitor	\$520.00
Trainee Lawyer / Law Grad	\$415.00
Law Clerk / Paralegal	\$295.00
Lit Tech Consult / Data Analyst / Product Owner	\$285.00
Client Services Officer / Business Analyst	\$215.00

### Item 2: Deductions from Distribution Amounts

#### Item 2.1: Clause 7.2

##### Retail Registered Group Members

Nominating an international bank account - \$125 per account

Nominating more than one bank account:

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

##### Institutional Registered Group Members

Institutional Registered Group Members who do not nominate a single Australian bank account for payment of the Distribution Amount will be charged at the applicable hourly rates in Item 1 of this Schedule for time spent by the Scheme Administrator to collect:

- a single international bank account; or
- additional or multiple bank account details (domestic or international),

including any costs associated with verifying and confirming the accuracy of those bank details, including, without limitation, costs of communicating with the Institutional Registered Group Member.

***Item 2.2: Clause 9.3***

Payment via means other than electronic funds transfer will be charged at the applicable hourly rates in Item 1 of this Schedule for time spent by the Scheme Administrator to process payment by alternative means.

***Item 2.3: Clause 9.4***

**Retail Registered Group Members**

Obtaining updated bank details:

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

Reprocessing payment:

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

**Institutional Registered Group Members**

Institutional Registered Group Members will be charged at the applicable hourly rates in Item 1 of this Schedule for time spent by the Scheme Administrator making inquiries with its financial institution and that of the Registered Group Member, its internal finance staff and the Registered Group Member to resolve unsuccessful payments, including, without limitation, time spent by the Scheme Administrator to obtain updated bank details, reprocess payments (including, without limitation, preparing additional payment schedules, tracking reports and updating claim records) and providing additional information to Institutional Registered Group Members, such as SWIFT Codes and other tracking information.

**CONFIDENTIAL SCHEDULE B – UNSCALED LOSS ASSESSMENT FORMULA**

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