

BETWEEN:

LEEANNE CREESE

Plaintiff

and

**LIFE FOR ALL CREATURES LTD (ACN 096 549 003) and
OTHERS**
(according to the schedule)

Defendants

ORDER

JUDGE: The Honourable Justice Moore
DATE MADE: 29 March 2022
ORIGINATING PROCESS: Writ
HOW OBTAINED: Summons filed 15 December 2020
ATTENDANCE: At judgment
OTHER MATTERS: A. This order is signed by the Judge pursuant to r 60.02(1)(b) of the *Supreme Court (General Civil Procedure) Rules 2015 (Vic)*.

THE COURT ORDERS THAT:

Settlement Approval Orders

1. Pursuant to sections 33V and/or 33ZF of the *Supreme Court Act 1986 (Vic)* (**Act**), the Court authorises the plaintiff *nunc pro tunc* on behalf of the group members to enter into and give effect to the "Settlement Agreement" dated October 2020 in relation to Supreme Court Proceeding S CI 2017 03007 (**Agreement**) executed by the plaintiff and the second, fourth and fifth defendants and reproduced at (confidential) exhibit JPT-24 to the affidavit of James Patrick Tobin sworn 16 August 2021, and the transactions contemplated by the Agreement, for and on behalf of the group members.
2. Pursuant to section 33V of the Act, the Court approves:



- (a) the settlement of the proceeding between the plaintiff and the second, fourth and fifth defendants upon the terms set out in the Agreement; and
 - (b) the distribution of the Settlement Sum among the registered group members in accordance with a settlement distribution scheme (**Scheme**) being Annexure A.
3. Mr James Patrick Tobin is appointed Administrator of the Scheme (the **Administrator**)
4. Pursuant to sections 33X and 33Y of the Act, the Court approves the content of the 'Notice of Settlement Approval to Registered Group Members' (**Settlement Approval Notice**) being Annexure B.
5. By 4pm on 13 April 2022, notice of approval of the settlement be given to all group members by the plaintiff, by her solicitors:
 - (a) causing the Settlement Approval Notice to be sent by ordinary pre-paid post to the postal address for each person recorded on the database of group members maintained by Mills Oakley Lawyers, and, where Mills Oakley Lawyers has an email address for the person, to be sent to be sent by email to the person;
 - (b) causing a copy of the Settlement Approval Notice to be published on Mills Oakley Lawyers website; and
 - (c) causing a copy of the Settlement Approval Notice to be provided to the Common Law Class Actions Coordinator to be published on the Supreme Court of Victoria's website.
6. The plaintiff by her solicitors file and serve an affidavit as to compliance with Order 6 by 4:00pm on 27 April 2022.

Legal costs

7. Pursuant to section 33ZF and 33ZJ of the Act, alternatively the inherent jurisdiction of the Court, the amount of \$400,000 be approved toward payment of the plaintiff's costs and disbursements.
8. Within 14 days of the Administrator distributing from Mills Oakley Lawyers' trust account the final balance of compensation entitlements to registered group



members, the Administrator file with the Court and email to the Common Law Class Actions Coordinator an affidavit as to the completion of the administration.

9. Following approval of the proposed settlement and upon completion of distributions pursuant to the Scheme, the proceeding be dismissed with no further order as to costs.

Other orders

10. Subject to any further order, all *inter partes* costs orders in the proceeding are vacated.
11. Pursuant to section 33ZF, the plaintiff and the second, fourth and fifth defendants each have leave to apply to the Court for orders in respect of any issue arising in relation to the administration of the Agreement.

DATE AUTHENTICATED: 29 March 2022



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THE HONOURABLE JUSTICE MOORE



SCHEDULE OF PARTIES

LEEANNE JOY CREESE

Plaintiff

LIFE FOR ALL CREATURES LTD (ACN 096 549 003)

Second Defendant

REGISTRAR OF TITLES

Third Defendant

**ROGER LEONARD BUTCHER in his capacity
as executor of the deceased estate of
ANNE HAMILTON-BYRNE**

Fourth Defendant

**GEOFFREY JOHN BENJAMIN DAWES in his
capacity as executor of the deceased estate of
ANNE HAMILTON-BYRNE**

Fifth Defendant



Annexure A
Hamilton-Byrne Class Action
LEEANNE CREESE v LIFE FOR ALL CREATURES LTD (ACN 096 549 003) and
OTHERS S CI 2017 03007

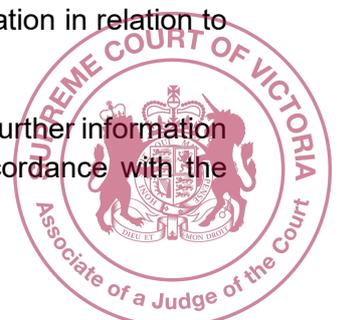
SETTLEMENT DISTRIBUTION SCHEME

Approved by the Honourable Justice Moore by orders made on 29 March 2022

BACKGROUND and SUMMARY

This part of the Scheme does not have legal effect but is provided to assist group members to understand how the Scheme will operate.

- A. By an agreement executed by counterparts in May and August 2021 (**Agreement**), the plaintiff and the defendants agreed to settle Supreme Court of Victoria Proceeding No. S CI 2017 03007, subject to the approval of the Court. The Court approved the settlement on 29 March 2022.
- B. This Scheme establishes a procedure for distributing between Group Members the settlement sum to be paid by LFAC and the Executors (**Settlement Sum**).
- C. Under the Agreement, the Settlement Sum is payable by LFAC and the Executors:
 - (a) as to \$300,000, within 30 days after Court Approval;
 - (b) as to \$300,000, upon the earlier of the date 6 months after Court Approval or the date of settlement of the proposed sale of a property owned by LFAC at 1445 Mt Dandenong Tourist Road, Olinda.
- D. This Scheme is to be read with reference to the Agreement.
- E. This Scheme provides for:
 - (a) the procedure for assessing the individual claims of Group Members;
 - (b) the entitlement of each Group Member to a distribution from the Compensation Pool.
- F. Mr James Tobin, a principal in the Class Actions Department of Mills Oakley (**Mills Oakley**) will act as Administrator of the Scheme.
- G. To assist the Administrator manage this Scheme:
 - (a) instructions and supporting documentation provided to Mills Oakley by or on behalf of Group Members to date will provide the basis of assessments under this Scheme;
 - (b) the Administrator, at his discretion, may request additional information in relation to whether or not a person is a Group Member.
 - (c) if the Administrator does not receive a response to any request for further information within 14 days, he will assess that person's entitlements in accordance with the



information in his possession.

- H. Assessment of claims of Group Members relating to a personal injury as a result of cruel and inhumane treatment by Anne Hamilton-Byrne and/or her servants or agents during the period from 1968 to 1987 have been or will be considered by a barrister experienced in personal injury law. The assessment of the Group Member's entitlement for personal injury will be made by the Administrator having regard to any such assessment.
- I. The Administrator will be assisted by Mills Oakley and will be entitled to recover the reasonable administration costs of this Scheme including reasonable costs related to the assessment of Group Members' loss and damage. Such costs have been assessed by an independent costs consultant and will form part of the Common Benefit Legal Costs which are subject to approval by the Court.
- J. Group Members who seek specific legal advice, or require other work beyond the routine information-gathering and assessment tasks undertaken by the Administrator, will be entitled to retain other solicitors as they wish but at their individual cost.
- K. The Court will have ongoing supervision over the implementation of this Scheme.
- L. The operative provisions of this Scheme are set out below.

OPERATIVE CLAUSES

1. Interpretation

- 1.1 In this Scheme, the following terms have the meanings defined (clause references are references to the clauses of this document unless otherwise specified):

Administration Costs means the disbursements (including the costs of any expert advisers and barristers) and costs incurred by the Administrator in connection with the administration of this Scheme, including assessing Group Member claims and administering the Scheme. These costs have been assessed by an independent costs consultant and shall form part of the Common Benefit Legal Costs approved by the Court.

Administrator means James Tobin, a principal in the Class Actions Department of Mills Oakley, or another person appointed by the Court as Administrator of the Scheme.

Agreement means the settlement agreement executed by the plaintiff and her legal representatives and Life For All Creatures Ltd (ACN 096 549 003), Roger Leonard Butcher and Geoffrey John Benjamin Dawes in their capacity as executors of the deceased estate of Anne Hamilton-Byrne dated 19 May 2021.

Assessment Entitlement means the amount of the equal entitlement of a Group Member to compensation from the Compensation Pool calculated in accordance with clause 6 of this Scheme.

Claimant Records means a database or other records constructed by or on behalf of Mills Oakley to contain the information for each Group Member and any information



required to identify the Group Member, including names, addresses and telephone numbers.

Claims means all manner of actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands, verdicts and judgements either at law or in equity or arising under statute and whether or not the facts, matters or circumstances giving rise to those Claims are known to any Group Member at the date of the conclusion of the Scheme.

Common Benefit Legal Costs means professional fees and disbursements incurred by Mills Oakley, including the costs of the assessment by Cate Dealehr, in relation to the proceeding and the assessment of Group Member claims for the purposes of mediation and preparation for trial, and in connection with obtaining Court Approval of the settlement of the proceeding, and which have been assessed by Cate Dealehr, an independent costs consultant appointed by the Court on 21 December 2020, and approved by the Court.

Compensation Pool means the Settlement Sum less Common Benefit Legal Costs and less the Reimbursement Payment.

Court means the Supreme Court of Victoria.

Executors means Roger Leonard Butcher and Geoffrey John Benjamin Dawes in their capacity as executors of the deceased estate of Anne Hamilton-Byrne.

Group Member means a person defined as a group member in paragraph 4 of the Further Amended Statement of Claim filed in the Proceeding on 13 March 2020 and who:

- (i) has registered with Mills Oakley and is identified in the List of Registered Group Members set out at Appendix 1 of the Agreement; or
- (ii) has delivered to Mills Oakley a completed claim registration notice pursuant to orders of the Court made on 21 December 2020.

LFAC means Life For All Creatures Ltd (ACN 096 549 003).

Mills Oakley means Mills Oakley Lawyers.

PI Claim/s means personal injury claim/s of Group Members as defined in paragraph 4(b) of the Further Amended Statement of Claim filed in the Proceeding on 13 March 2020.

Plaintiff means Leeanne Creese.

Proceeding means *Creese v Life For All Creatures Ltd & Ors*, Supreme Court of Victoria, Proceeding No S CI 2017 03007.

Reimbursement Payment means the payment made to the plaintiff in the sum of \$15,000, as approved by the Court.

Scheme means the terms of this Settlement Distribution Scheme as approved by the Court.

Settlement Approval means the making of orders granting approval of the terms of settlement of the Proceeding and the Scheme by the Court pursuant to section 33ZF of the *Supreme Court Act 1986* (Vic) including provisional approval by the Court (subject



to determination of any objections to the Scheme).

Settlement Date means 19 May 2021.

Settlement Distribution Fund means a controlled moneys account as defined in the *Legal Profession Act 2004* to be established by Mills Oakley with Westpac to hold moneys for the purpose of the Scheme, and where the context admits, will include a reference to all moneys in the account.

Settlement Sum means the amount of AUD\$600,000.00, plus any interest accruing on that amount in the Settlement Distribution Fund.

- 1.2 Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:
- (a) the singular includes the plural, and the converse also applies;
 - (b) a gender includes all genders;
 - (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
 - (e) a reference to dollars and \$ is to Australian currency;
 - (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 Agreement or this Scheme.

2. Scheme Administrator

- 2.1 The Settlement Distribution Fund shall be administered and applied by the Administrator. The Administrator, at his discretion, may utilise the services of and may in administering the Settlement Distribution Fund or Scheme as applicable delegate any power under this Scheme to any persons employed or engaged by him including barristers or other experts and rely upon their work, information and opinions.
- 2.2 In acting as Administrator (including any incidental functions) the Administrator's obligation is to do so properly on behalf of the Group Members as a whole.
- 2.3 Neither Mills Oakley, the Administrator nor any person employed by Mills Oakley will act as the lawyer for any individual Group Member in relation to his or her claim under the Scheme in relation to that Group Member's individual claim for compensation under the Scheme.
- 2.4 Following Settlement Approval and payment of the Settlement Sum in accordance with the Agreement, the Administrator shall hold the moneys in the Settlement Distribution Fund subject to and in accordance with the terms of this Scheme.



- 2.5 Notwithstanding anything elsewhere contained in this Scheme, the Administrator may at any time correct any error, slip or omission occurring in the course of his administration of the Scheme.

3. Group Member Information

- 3.1 The Administrator shall maintain the Claimant Records and use reasonable endeavours to ensure the accuracy of the information they contain.
- 3.2 The Claimant Records shall contain the information for each Group Member provided by the Group Member or otherwise obtained by the Administrator or Mills Oakley.
- 3.3 The Claimant Records shall include assessments of each Group Member's claim in accordance with the provisions of this Scheme.
- 3.4 The accuracy of the information in the Claimant Records shall be deemed to be accepted by each Group Member. The Administrator shall use reasonable endeavours to ensure the accuracy of the information recorded in the Claimant Records.
- 3.5 Subject to clause 3.6, a Group Member shall not be entitled to amend the information contained on the Claimant Records after the Settlement Date.
- 3.6 The Administrator may, in the Administrator's absolute discretion, request and/or take into account additional documentation or information in relation to a Group Member's claim.

4. Information Held by Administrator and Basis of Assessment

- 4.1 Subject to clause 4.2:
- (a) for the purpose of the administration of this Scheme, information provided by Group Members or other persons and held by the Administrator may be relied upon as accurate by the Administrator, in his absolute discretion, when administering the Scheme; and
 - (b) each Group Member's distribution from the Compensation Pool will proceed on the basis of the information contained in the Claimant Records.
- 4.2 If in the Administrator's opinion, the information held in the Claimant Records or provided by any Group Member or otherwise:
- (a) insufficiently substantiates the claim or part of a claim made by a Group Member or other person, the Administrator, in his absolute discretion, may by written notice require the Group Member or other person to provide and verify by a further declaration or otherwise such further information as the Administrator may require. If the Group Member or other person does not provide the further information in the form requested, within 14 days of such a request being made, the Administrator may determine that the claim or part of the claim as the case



may be is not eligible for any distribution from the Compensation Pool;

- (b) is sufficient notwithstanding that some information may not be included, the Administrator, in his absolute discretion, may accept it as complete.
- 4.3 The Administrator, in his absolute discretion, shall determine whether or not a person who has delivered to Mills Oakley a completed claim registration notice pursuant to orders of the Court made on 21 December 2020 meets the definition of group member in paragraph 4 of the Further Amended Statement of Claim filed in the Proceeding on 13 March 2020.

5. Assessment of Individual Entitlements for Personal Injury (PI) Claims

- 5.1 Within 14 days after Settlement Approval, the Administrator shall determine the Assessment Entitlement for each Group Member.
- 5.2 In respect of PI Claims:
- (a) Each Group Member's information contained in the Claimant Records and any supporting documentation has been or will be provided to Mr Tim Tobin SC who is experienced in personal injury law.
 - (b) Once Mr Tobin SC receives the information, he will consider whether a Group Member has suffered a compensable injury and if in his opinion there is such injury, notify the Administrator within 14 days or such longer period as the Administrator considers in his absolute discretion to be warranted for any individual Group Member.
 - (c) Mr Tobin SC may at his sole discretion confer with the Group Member.
 - (d) The assessment of Mr Tobin SC referred to in 5.2(b) above will be limited to an assessment of whether a Group Member has suffered a compensable injury.

6. Calculation of Entitlements to the Compensation Pool

- 6.1 Because the Compensation Pool is less than the total amount claimed by the Group Members, the Administrator must determine each Group Member's entitlement to a proportion of the Compensation Pool. The formula for calculation of that Assessment Entitlement is that each individual Group Member who has suffered a compensable injury will be compensated by an equal amount.
- 6.2 Each Group Member's proportion of the Compensation Pool for distribution will be calculated using the following distribution formula:

Compensation Pool / Number of Group Members = Assessment Entitlement



7. Assessment Entitlement Notices

- 7.1 A Group Member will be advised in writing of their respective Assessment Entitlements prior to distribution.
- 7.2 A Group Member will have 10 days, from the date of issue of their Assessment Entitlement, to notify the Administrator of any administrative error, slip or omission in the Assessment Entitlement.
- 7.3 In the event of a notification under clause 7.2, the Administrator shall:
- (a) undertake a review of the Assessment Entitlement for the purposes of identifying or considering any administrative error, slip or omission;
 - (b) at his sole discretion make a determination as to whether an administrative error, slip or omission has occurred; and
 - (c) within 10 days issue a further Assessment Entitlement either correcting the administrative error, slip or omission or confirming the original Assessment Entitlement.
- 7.4 The accuracy of an Assessment Entitlement shall be deemed to be accepted by a Group Member and shall be final under the Scheme if the Group Member has not notified the Administrator of any administrative error, slip or omission in the Assessment Entitlement within 10 days of the date of issue.

8. Group Member's Obligations, Indemnities and Reimbursement of Statutory Benefit Receipts

- 8.1 Each Group Member shall act honestly, and do all things necessary to ensure that any agent or representative of the Group Member acts honestly, in anything done in or for the purposes of participating in this Scheme and any person discharging any function or office created by this Scheme shall be entitled to rely upon the honesty of the thing done.
- 8.2 Payment of compensation pursuant to this Scheme may be subject to obligations under statutes and regulations. Accordingly, each Group Member indemnifies the Administrator in respect of all such obligations, including but not limited to payments or repayments relating to the Australian Taxation Office, Social Security, Medicare, Worker Compensation or any other statutory benefits paid to or for the benefit of the Group Member under this Scheme.
- 8.3 If a Group Member has a legal obligation, whether by reason of statute, contract or otherwise, to an agency, compensation payer or insurer to pay or repay a sum from the amount payable to the Group Member under this Scheme, the Group Member shall, as a condition of its entitlement to receive payment, indemnify the Administrator in respect of any and all such obligations.
- 8.4 Without limiting any other obligation or discretion of the Administrator under this Scheme, for the avoidance of doubt the Administrator may make such adjustments or withholdings from any payment otherwise due to a Group Member pursuant to this Scheme as may be necessary to comply with any statutory or regulatory obligation to



pay or refund any amount to a statutory or other agency.

8.5 Where the agency administering any State or Federal scheme notifies the Administrator in writing that any amount is payable to the agency from any payment payable to a Group Member under this Scheme, the Administrator:

- (a) shall pay the said amount to the agency prior to any final distribution of the balance of the Group Member's entitlements pursuant to this Scheme;
- (b) shall notify the Group Member of the payment to the agency; and
- (c) without affecting any other privilege or immunity under this Scheme, shall have no further obligation to the Group Member in respect of the said amount;

but nothing in this section shall affect any right the Group Member or the agency might have against each other in respect of the said amount.

9. Distribution of Compensation Pool

9.1 The Compensation Pool shall be allocated between Group Members on an equal basis.

9.2 Prior to final distribution from the Settlement Distribution Fund, the Administrator will cause:

- (a) Common Benefit Legal Costs as approved by the Court to be paid to Mills Oakley;
- (b) the Reimbursement Payment as approved by the Court to be paid to the Plaintiff.

9.3 If after the final distribution of the Compensation Pool to Group Members:

- (a) any amount remains or is held in the Compensation Pool; or
- (b) any cheque remains un-presented for a period of 90 days or such further period that the Administrator otherwise deems appropriate;

the amount shall be distributed equally to Group Members.

10. Immunity from Claims

10.1 The completion of distributions made pursuant to clause 9 (including distributions made by cheques that remain un-presented for 90 days) shall satisfy:

- (a) all Claims made by Group Members (including the Plaintiff) in the Proceeding; and
- (b) any Claims made by Group Members (including the Plaintiff) arising out of or relating in any way to the facts, matters or circumstances set out in the pleadings in the Proceeding or any matter that is the subject of the Proceeding or has been the subject of the Proceeding.

10.2 Upon final distribution of the Settlement Distribution Fund in accordance with this



Scheme, the Administrator shall have no further liability in respect of the Settlement Sum, the Compensation Pool or the implementation of this Scheme.

- 10.3 Without limiting any other provision for immunity in this Scheme, the Administrator in relation to this Scheme shall have the same immunities from suit as attach to the office of a judicial officer of the Court.

11. Disclosures to Agencies and Insurers

- 11.1 Where necessary or reasonable for the purposes of this Scheme or compliance with any statutory or contractual obligation owed by, or in respect of any compensation payable to any Group Member, the Administrator may release to:

- (a) a statutory or other agency;
- (b) an insurer; or
- (c) the Australian Taxation Office;

details of a Group Member's name, address, identifying particulars, tax file number and any Assessment Entitlement relating to the claim.

12. Supervision by the Court

- 12.1 The Administrator may refer any issues arising in relation to the Scheme to the Court for determination or advice.
- 12.2 Any costs incurred in any such referral to the Court made by the Administrator shall be deemed to be a part of the Administration Costs.

13. Administration Costs

- 13.1 Fees payable in respect of work performed by or on behalf of the Administrator pursuant to this Scheme shall form part of the Common Benefit Legal Costs as assessed by an independent costs consultant and payment of those costs to the Administrator will be subject to approval of the Court.
- 13.2 Notwithstanding any other provision of this Scheme, and without reducing any other rights which the Administrator might have, any costs, expenses, taxes, levies, duties, charges, fees or other imposts or obligations arising in connection with the administration of this Scheme (including without limitation the creation, retention, investment or disbursement of any part of the Settlement Distribution Fund) incurred by the Administrator over and above the Administration Costs will be borne by the Administrator.
- 13.3 Nothing in this Section shall affect any rights or obligations as between a solicitor and client of that solicitor in respect of costs incurred pursuant to any retainer or costs



agreement between the solicitor and that client.

14. Notice

- 14.1. Any notice or document to be given (or delivered) pursuant to this Scheme shall be deemed to be given (or delivered) and received for all purposes associated with this Scheme if it is:
- (a) addressed to the person to whom it is to be given; and
 - (b) either:
 - (i) delivered, or sent by pre-paid mail, to that person's postal address (being, in respect of any Group Member, the postal address recorded in the Claimant Records, as obtained from or directly from the Group Member);
 - (ii) sent by fax to that person's fax number (being, in respect of any Group Member, the fax number provided by the Group Member) and the machine from which it is sent produces a report that states that it was sent in full; or
 - (iii) sent by email to that person's email address (being, in respect of a Group Member, the email address provided by the Group Member), and a server through which it is transmitted produces a report that states that the email has been sent to the inbox of the specified email address.
- 14.2. A notice or document that complies with clause 14.1 will be deemed to have been given (or delivered) and received:
- (a) if it was sent by mail to an addressee in Australia, three (3) clear business days after being sent;
 - (b) if it is sent by mail to an addressee overseas, five (5) clear business days after being sent;
 - (c) if it is delivered or sent by fax, at the time stated on the report that is produced by the machine from which it is sent; and
 - (d) if it is sent by email, at the time it is sent.
- 14.3. The Administrator's address, fax number and email address shall be as set out below unless and until the Administrator notifies the Group Members otherwise:

Attention: James Tobin

Hamilton-Byrne Class Action Proceeding

Mills Oakley Lawyers

Level 6/530 Collins Street

Melbourne Vic 3000

Fax: (03) 9605 0933

Email: caldwell@millsOakley.com.au



15. Time

- 15.1. The time for doing any act or thing under this Scheme may be extended by order of the Court.



Annexure B**SUPREME COURT OF VICTORIA
HAMILTON-BYRNE CLASS ACTION****CREESE****v****LIFE FOR ALL CREATURES LTD & ORS****(S CI 2017 03007)****IMPORTANT NOTICE****NOTICE OF APPROVAL OF SETTLEMENT OF HAMILTON-BYRNE CLASS
ACTION**

This Notice relates to a class action commenced in the Supreme Court of Victoria on behalf of children of Anne Hamilton-Byrne (deceased) who suffered personal injury as a result of cruel and inhumane treatment by Anne Hamilton-Byrne and/or her servants or agents during the period from 1968 to 1987 (**Hamilton-Byrne Class Action**).

The Supreme Court has ordered that this notice be provided to inform registered group members that a settlement of the Hamilton-Byrne Class Action has now been approved by the Court.

You are receiving this notice because you have registered with Mills Oakley Lawyers, the plaintiff's solicitors, as a group member in the class action. This notice is provided to you further to the Notice of Proposed Settlement distributed in January 2021.

1. Settlement of the class action

The defendants to the class action are:

- (a) Life For All Creatures Ltd, a company to whom Anne Hamilton-Byrne transferred two properties in Olinda in 2010;
- (b) Roger Leonard Butcher and Geoffrey John Benjamin Dawes in their capacity as executors of the deceased estate of Anne Hamilton-Byrne.

The parties have agreed to a settlement of the class action, under which defendants have agreed to pay \$600,000.00 (**Settlement Sum**) inclusive of the plaintiff's legal costs, without any admission of liability. The terms of the settlement of the proceeding are set out in a settlement agreement that has been signed on behalf of the plaintiff and the defendants.

On 29 March 2022 the Supreme Court approved the settlement. The Court approval means that the settlement becomes binding on you and all other persons who fall under the definition of group member in the proceeding.



2. Distribution of the Settlement Sum

Settlement Distribution Scheme

The Court has also approved a Settlement Distribution Scheme (**Scheme**) which details the process for assessing registered group member's entitlement to compensation and for distributing the Settlement Sum between them.

The Scheme provides for the lead plaintiff (Ms Creese) to receive a payment of \$15,000.00 from the Settlement Sum which is intended to compensate her for the personal burden of being the lead plaintiff, a role which has benefitted all Registered Group Members. This amount is in addition to any amount the lead plaintiff may be entitled to by way of compensation for loss suffered as a result of her treatment as a child by Anne Hamilton-Byrne.

Persons who have registered and who meet the definition of 'group member' will receive an equal proportion of the Settlement Sum once the payment to Ms Creese and legal costs have been deducted. You will be contacted by Mills Oakley Lawyers in relation to your compensation entitlement under the Scheme in due course.

Legal Costs

The plaintiff's legal costs payable to Mills Oakley Lawyers, including the costs of administering the Scheme, have been assessed by an independent costs solicitor and approved by the Court, and will be paid from the Settlement Sum. You will not have any additional liability for the plaintiff's legal costs.

3. Address for questions

If you have any questions about the settlement or this notice, you can contact Mills Oakley Lawyers at any time, or seek your own independent legal advice.

Contact details for Mills Oakley Lawyers

Att: Sophie Caldwell
Hamilton-Byrne Class Action
Mills Oakley Lawyers
Level 6, 530 Collins Street
Melbourne Vic 3000
Telephone: (03) 9670 9111
Email: caldwell@millsoakley.com.au

