

Andrianakis v Uber Technologies Inc & Ors (S ECI 2019 01926)
Salem v Uber Technologies Inc & Ors (S ECI 2020 01834)
Stewart v Uber Technologies Inc & Ors (S ECI 2020 03593)
Andree v Uber Technologies Inc & Ors (S ECI 2020 04787)

Supreme Court of Victoria

UBER CLASS ACTIONS

SETTLEMENT DISTRIBUTION SCHEME

4 June 2024

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1. OVERVIEW AND SUMMARY

- 1.1. On 12 April 2024, the parties to Supreme Court of Victoria (the **Court**) Proceedings S ECI 2019 01926 (Andrianakis v Uber Technologies Inc & Ors), S ECI 2020 01834 (Salem v Uber Technologies Inc & Ors), S ECI 2020 03593 (Stewart v Uber Technologies Inc & Ors), S ECI 2020 04787 (Andree v Uber Technologies Inc & Ors) (the **Proceedings**) and Supreme Court of WA Proceedings CIV 2013 of 2020 (Rosengrave v Uber Technologies Inc and Ors) (the **Rosengrave Proceeding**) executed a Deed of Settlement (the **Deed**).
- 1.2. The Deed sets out the terms of a proposed settlement of the Proceedings subject to Court approval. The Deed provides for the Defendants to pay a total settlement sum of \$271.8m, inclusive of costs and interest (the **Settlement Sum**).
- 1.3. On [insert] the Court approved the settlement of the Proceedings on the terms set out in the Deed and this Settlement Distribution Scheme.
- 1.4. This Settlement Distribution Scheme establishes a procedure for distributing the Settlement Sum to be paid by the Defendants pursuant to the Deed and is operative from the date of the Approval Order.
- 1.5. The Settlement Distribution Scheme has the following key stages:

Stage	Clause	Procedure
Confirmation of Claim Data	Clause 5	The Scheme Administrator will notify Registrants of the Claim Data recorded in the Claims Database. Registrants will have the opportunity to amend or update their Claim Data.
Determination of Eligibility	Clause 6	The Scheme Administrator will assess the eligibility of Registrants to become Participating Group Members who may receive a Distribution under the Settlement Distribution Scheme. If the Scheme Administrator determines a Registrant is ineligible, they will be sent a Notice of Ineligibility.
Assessment of claims	Clause 7	Participating Group Members will have their claims assessed under this Settlement Distribution Scheme by the Scheme Administrator. The Scheme Administrator will notify Participating Group Members of their Assessed Amount.

Review period	Clause 8	A Review may be sought by a Registrant who disputes their Claim Data Notice or Assessment that they are not a Participating Group Member, or by a Participating Group Member who disputes the accuracy of the calculation of their Assessed Amount.
Distributions	Clause 9	Once Participating Group Members' Assessments (including any Reviews) are complete, the Scheme Administrator will make the Distributions.
Scheme finalisation	Clause 16	Once all Distributions are made, the Scheme Administrator will attend to finalisation of the Settlement Distribution Scheme.

2. DEFINITIONS AND INTERPRETATION

2.1. Definitions

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

Act means the Supreme Court Act 1986 (Vic).

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

Andree Proceeding means the proceeding commenced by the Fourth Plaintiff against the Defendants in the Supreme Court of Queensland, which was transferred to the Supreme Court of Victoria, proceeding S ECI 2020 04787, being a group proceeding under Part 4A of the Act.

Andrianakis Group Member means those persons referred to in paragraph 2 of the Fourth Further Amended Statement of Claim filed on 19 June 2023 in the Andrianakis Proceeding other than those persons who opted out pursuant to section 33J of the Act.

Andrianakis Proceeding means the proceeding commenced by the First Plaintiff in the Supreme Court of Victoria, proceeding S ECI 2019 01926, being a group proceeding under Part 4A of the Act.

Appeal Period means the expiration of the 63 day appeal period provided for any appeal of the Approval Order and, after the making of the Rosengrave Orders, the expiration of the 21 day period provided for any appeal of the Rosengrave Orders.

Approval Order means the order of the Court dated [insert] approving the settlement of the Proceedings on the terms set out in the Deed and this Settlement Distribution Scheme pursuant to sections 33V and 33ZB of the Act.

Assess, Assessment or Assessed means, as appropriate, the process by which each Participating Group Member's claim is assessed by the Scheme Administrator in accordance with this Settlement Distribution Scheme.

Assessed Amount means the value of a Participating Group Member's claim calculated in accordance with the applicable Assessment Figures.

Assessment Figures means the figures by which Participating Group Members' claims are assessed, being those figures contained in the Confidential Annexures to this Settlement Distribution Scheme.

Assessment Review has the meaning given in clause 8.1(c).

Capital Loss Claims has the meaning given in clause 7.2.

Claim Data has the meaning given in clause 5.1.

Claim Data Amendment Period has the meaning given in clause 5.6.

Claim Data Determination means has the meaning given in clause 5.8.

Claim Data Notice means a notice sent to a Participating Group Member containing the Claim Data to be used to assess their claim(s).

Claim Data Notice Review has the meaning given in clause 8.1(a).

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

Consulting Accountant means expert consulting accountants that were retained by the Solicitors during the litigation of the Proceedings, or are retained by the Scheme Administrator, for the purposes of assessing Network Service Provider Loss Claims.

Contingency Fund has the meaning given in clause 9.2(b).

Court means the Supreme Court of Victoria.

Deed means the Deed of Settlement dated 12 April 2024 and executed by the parties to the Proceedings and the Rosengrave Proceeding.

Defendants means collectively or separately:

- (a) Uber Technologies Incorporated (4849283);
- (b) Uber International Holding B.V. (RSIN 851 929 357);
- (c) Uber B.V. (RSIN 852 071 589);
- (d) Uber Australia Pty Ltd (© 160 299 865);

- (e) Rasier Operations B.V. (RSIN 853 682 318);
- (f) Uber Pacific Holdings B.V. (RSIN 855 779 330); and
- (g) Uber Carshare Pty Ltd (formerly called Uber Pacific Holdings Pty Ltd) (© 609 590 463).

Deregistered Entity has the meaning given in clause 13.1.

Deregistered Entity's Representative has the meaning given in clause 13.1(c).

Distribution means the payment of an Interim Distribution Amount and/or a Final Distribution Amount made to a Participating Group Member in accordance with clause 9.

Driver Income Loss Claim has the meaning given in clause 7.13.

Eligibility Criteria has the meaning given in clause 6.1.

Eligibility Review has the meaning given in clause 8.1(b).

Eligible Lease Licences has the meaning given in clause 7.6.

Eligible Licence has the meaning given in clause 7.2.

Fifth Plaintiff means Mr Peter Rosengrave.

Fifth Plaintiff's Reimbursement Payment means a payment of \$20,000 as reimbursement of the Fifth Plaintiff as approved by the Court.

Final Distribution Amount means the final amount that the Scheme Administrator assesses is payable to Participating Group Members in accordance with clauses 9.3 and 9.4 and is to be paid by the Scheme Administrator as a Distribution in accordance with clause 9.8.

First Plaintiff means Mr Nicos Andrianakis.

First Plaintiff's Reimbursement Payment means a payment of \$80,000 as reimbursement of the First Plaintiff as approved by the Court.

First Sample Group Member means Australian Wide Chauffeur Cars Pty Ltd.

First Sample Group Members's Reimbursement Payment means a payment of \$20,000 as reimbursement of the First Sample Group Member as approved by the Court.

Fourth Plaintiff means H.D. Andree & M. Andree (a partnership).

Fourth Plaintiff's Reimbursement Payment means a payment of \$20,000 as reimbursement of the Fourth Plaintiff as approved by the Court.

Funder means Harbour Fund III, L.P.

Funder's Commission means the deduction from the Settlement Sum to be paid to the Funder in respect of litigation funding charges in the form of a "settlement common fund order" as approved by the Court.

Group Member means a person who is a:

- (a) Andrianakis Group Member; or
- (b) Salem Group Member,

and, for the avoidance of doubt, does not include any person who was previously a Group Member but has opted out of the Andrianakis Proceeding or Salem Proceeding in accordance with order 1 of the orders made on 21 July 2023.

Interest means any interest earned on the monies held in the Settlement Distribution Fund and any other interest-bearing account established by the Scheme Distribution Fund in accordance with this Settlement Distribution Scheme, including any interest which accrues on the Settlement Sum while it is held in the Settlement Reserve Fund prior to the Approval Orders and any interest which accrues between the Approval Orders and the transfer of funds to the Scheme Administrator in accordance with clause 4.3.

Interim Distribution means the payment of any Interim Distribution Amount made to a Participating Group Member in accordance with clause 9.6.

Interim Distribution Amount means any interim amount that the Scheme Administrator may assess is payable to Participating Group Members in accordance with clause 9.5 and is to be paid by the Scheme Administrator as an Interim Distribution.

Lease Income Loss Claim has the meaning given in clause 7.6.

Maurice Blackburn means Maurice Blackburn Pty Limited (ACN 105 657 949).

New South Wales Claims Period means between 7 April 2014 and 18 December 2015.

Network Service Provider Loss Claims has the meaning given in clause 7.15.

Non-Responsive Group Member means a Group Member, Registrant or Participating Group Member:

- (a) who has failed to adequately respond to a notice from the Scheme Administrator that they need to take a certain step or steps by a date or within a timeframe specified by the Scheme Administrator, provided that any such date or timeframe 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 clause 18.3(b).

Notice of Assessment has the meaning given in clause 7.19.

Notice of Assessment Review has the meaning given in clause 8.7(a).

Notice of Claim Data Determination Review has the meaning given in clause 8.5(a).

Notice of Eligibility Review has the meaning given in clause 8.6(a).

Notice of Final Distribution Payment means a notice, in a form to be determined by the Scheme Administrator, to be sent to each Participating Group Member who is paid a Final Distribution Payment.

Notice of Ineligibility has the meaning given in clause 6.3.

Notice of Review Assessment has the meaning given in clause 8.11(f).

Operator Income Loss Claim has the meaning given in clause 7.10.

Participating Group Member means a Registrant who meets the Eligibility Criteria.

Plaintiffs' Legal Costs and Disbursements means the deduction from the Settlement Sum to be paid to the Solicitors in respect of the plaintiffs' legal costs and disbursements as approved by the Court.

Plaintiffs means the First Plaintiff and the Second Plaintiff.

Proceedings means Proceedings S ECI 2019 01926 (Andrianakis v Uber Technologies Inc & Ors), S ECI 2020 01834 (Salem v Uber Technologies Inc & Ors), S ECI 2020 03593 (Stewart v Uber Technologies Inc & Ors), S ECI 2020 04787 (Andree v Uber Technologies Inc & Ors).

Queensland Claim Period means between 17 April 2014 and 5 September 2016.

Registrant means:

- (a) a Group Member who registered their claim with Maurice Blackburn by 2 October 2023 in accordance with order 2 of the orders made on 21 July 2023 in the Andrianakis Proceeding and the Salem Proceeding; and
- (b) any Group Member who did not register their claim in the Andrianakis Proceeding or the Salem Proceeding in the manner described in (a) above, and who did not opt out of the Andrianakis Proceeding or the Salem Proceeding in accordance with order 1 of the orders made on 21 July 2023 in the Andrianakis Proceeding and the Salem Proceeding, who has been permitted by the Court to seek a benefit pursuant to the Deed.

Regulatory Bodies means Commercial Passenger Vehicles Victoria (also known as Safe Transport Victoria), New South Wales Roads and Maritime Services (also known as Transport for NSW), the Queensland Department of Transport and Main Roads and the Western Australia Department of Transport.

Relevant Claim Period means the Victorian Claim Period, the New South Wales Claim Period, the Queensland Claim Period, and the Western Australian Claim Period, as appropriate.

Remaining Balance means the amount remaining in the Settlement Distribution Fund, including following the cancellation by the Scheme Administrator of part or all of the Distributions to those Registered Group Members whose:

- (a) Distributions have been forfeited pursuant to clause 14.5 or
- (b) payments have been unsuccessful or rejected as at the date the Distributions are made.

Residual Settlement Distribution Fund Sum has the meaning given in clause 9.2.

Review means a Claim Data Determination Review, Eligibility Review or Assessment Review in accordance with clause 8.

Review Assessor means a member of an Australian State or Territory Bar or a solicitor who is not employed by or a principal of Maurice Blackburn and who has more than 5 years' post admission experience, and who is appointed by the Scheme Administrator pursuant to clause 8.11(a).

Review Material means:

- (a) in relation to a Registrant, any documentation or other information to be provided by a Registrant which the Registrant considers relevant to their Notice of Claim Data Determination Review or Notice of Eligibility Review; and
- (b) in relation to a Participating Group Member, any documentation or other information to be provided by a Participating Group Member which the Participating Group Member considers relevant to their Notice of Assessment Review.

Rosengrave Orders has the meaning given in clause 1.2 of the Deed.

Rosengrave Proceeding means the proceeding commenced by the Fifth Plaintiff in the Supreme Court of WA Proceedings CIV 2013 of 2020.

Salem Group Member means those persons referred to in paragraph 2B of the Fourth Further Amended Statement of Claim filed on 19 June 2023 in the Salem Proceeding other than those persons who opted out pursuant to section 33J of the Act.

Salem Proceeding means the proceeding commenced by the Second Plaintiff in the Supreme Court of Victoria, proceeding S ECI 2020 01834, being a group proceeding under Part 4A of the Act.

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

Second Plaintiff means Mrs Jamal Salem in her capacity as executor for the estate of Mr Anwar Salem.

Second Plaintiff's Reimbursement Payment means a payment of \$40,000 as reimbursement of the Second Plaintiff as approved by the Court.

Second Sample Group Member means Legion Cabs (Trading) Co-operative Society Limited.

Second Sample Group Member's Reimbursement Payment means a payment of \$20,000 as reimbursement of the Second Sample Group Member Plaintiff as approved by the Court.

Settlement Distribution Fund means an interest-bearing controlled money account opened and operated by the Scheme Administrator with a Victorian branch of an authorised deposit-taking institution.

Settlement Distribution Scheme means this Settlement Distribution Scheme, including the rights and obligations created by this Settlement Distribution Scheme. For the avoidance of doubt, the Settlement Distribution Scheme may be amended by the Court as it deems fit.

Settlement Reserve Fund means the interest-bearing account opened by the Solicitors in accordance with clause 2(a) of the Deed.

Settlement Sum means the sum of \$271.8 million.

Solicitors means Maurice Blackburn as solicitors for the Plaintiffs.

Stewart Proceeding means the proceeding commenced by the Third Plaintiff against the Defendants in the Supreme Court of New South Wales, which was transferred to the Supreme Court of Victoria, proceeding S ECI 2020 03593, being a group proceeding under Part 4A of the Act.

Third Plaintiff means Mr Peter Stewart.

Third Plaintiff's Reimbursement Payment means a payment of \$20,000 as reimbursement of the Third Plaintiff as approved by the Court.

Victorian Claim Period means between 1 April 2014 and 23 August 2017.

Western Australian Claim Period means between 1 October 2014 and 4 July 2016.

Withdrawn Group Member means any Registrant or Participating Group Member who notifies the Scheme Administrator that they wish to withdraw their claim.

2.2. Interpretation

In this Settlement Distribution 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 or not 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 Settlement Distribution Scheme;
- (g) a reference to money (including 'dollars', 'AUD', and '\$') is to Australian currency;
- (h) specifying anything in this Settlement Distribution 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 Settlement Distribution Scheme;
- (j) a reference to an agreement or document (including a reference to this Settlement Distribution Scheme) is to the agreement or document as amended, supplemented, novated or replaced;
- (k) a reference to a day is to a calendar day and not to a business day, unless the context requires otherwise.

3. SCHEME ADMINISTRATOR

Appointment of Scheme Administrator

3.1. The Scheme Administrator (including any incidental functions):

- (a) subject to any orders of the Court, must not act as the Solicitor for the Plaintiffs or any Group Member, Registrant or Participating Group Member in relation to the Settlement Distribution Scheme;
- (b) will administer the Settlement Distribution Scheme fairly, efficiently, and reasonably according to its terms, as a duty owed to the Court in priority to any obligation owed to any other person, including the Plaintiffs and the Group Members, Registrants and Participating Group Members;
- (c) appoints its employees and agents to perform the functions necessary or convenient for the efficient implementation of this Settlement Distribution Scheme, and includes Maurice Blackburn in respect of those administrator employees and agents;
- (d) together with its employees and agents:
 - (i) will be indemnified from the Settlement Sum against all liabilities (including any Administration Costs) arising from or in connection with the administration of this Settlement Distribution Scheme subject to obtaining any necessary approval from the Court; and
 - (ii) will have the same immunities from suit as attach to the office of a judge of the Court.

Administration of the Settlement Distribution Scheme

3.2. The Settlement Distribution Scheme will be administered and applied by the Scheme Administrator.

3.3. Notwithstanding anything else contained in the Settlement Distribution Scheme, the Scheme Administrator may:

- (a) implement processes and procedures necessary to ensure the efficient and effective operation of the Settlement Distribution Scheme;
- (b) assess, in its absolute discretion, the most appropriate means and methodology to administer the Settlement Distribution Scheme, including, without limitation, the use of automation, technology, the Claims Database or hard copy processes for the collection and distribution of information, notices and questionnaires;
- (c) seek expert advice as it considers necessary;
- (d) correct any error, slip or omission necessary to facilitate the administration of the Settlement Distribution Scheme;
- (e) apply to the Court to amend this Settlement Distribution Scheme if it considers it desirable or appropriate to do so; and
- (f) extend time for compliance with any deadline fixed by this Settlement Distribution Scheme or by

the Scheme Administrator in the course of administering this Settlement Distribution Scheme.

- 3.4. In discharging any function or exercising any power or discretion conferred by this Settlement Distribution Scheme, the Scheme Administrator will not be liable for any loss to Group Members, Registrants or Participating Group Members or any third party 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.

4. MANAGEMENT OF SETTLEMENT DISTRIBUTION FUND

Settlement Distribution Fund

- 4.1. Pursuant to clause 2(a) of the Deed, the Solicitors opened the Settlement Reserve Fund on 16 April 2024.
- 4.2. Pursuant to clause 9(a) of the Deed, the Scheme Administrator has or will open the Settlement Distribution Fund.
- 4.3. In accordance with clause 2(c) of the Deed, the Solicitors will transfer the funds held in the Settlement Reserve Fund to the Settlement Distribution Fund.
- 4.4. The Scheme Administrator will be responsible for the management of the Settlement Distribution Fund in accordance with this Settlement Distribution Scheme.

Management of the Settlement Distribution Fund

- 4.5. The Scheme Administrator will, subject to and in accordance with the terms of the Deed, this Settlement Distribution Scheme, and any applicable statutory requirements, hold the money standing from time to time in the Settlement Distribution Fund on trust for:
- (a) Participating Group Members; and
 - (b) the Scheme Administrator, to the extent of its entitlement to receive Administration Costs in accordance with the terms of this Settlement Distribution Scheme.
- 4.6. The Scheme Administrator may pay all or a proportion of the Settlement Distribution Fund into an interest-bearing, fixed term deposit account or accounts for varying terms.
- 4.7. The Scheme Administrator is required to comply with the taxation obligations of any trust created for the benefit of Participating Group Members in the course of the settlement administration and may seek expert advice to enable this. Any taxation obligations payable in respect of any trust(s) created by the establishment of the Settlement Distribution Fund will be deducted from the Settlement Distribution Fund.

5. CONFIRMATION OF CLAIM DATA

Claim Data

- 5.1. Claim Data means the following information for each Registrant:
- (a) identity of the Registrant;

- (b) details of the Registrant's claim in the Proceedings which concern their involvement or participation in the taxi and/or hire car industries during the Relevant Claim Period, including (as applicable) claim type, taxi/hire car/limousine licence type (including any specifications or conditions), driver accreditation number, time periods of ownership or operation or work, or joint interests in ownership or operation; and
- (c) any other information required by the Scheme Administrator to assess the claim of a Registrant.

Obligations and powers of the Scheme Administrator regarding Claim Data

- 5.2. 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 Claim Data provided under this clause, requesting further information or documents from a Registrant or Participating Group Member or requesting further information or documents from third parties.
- 5.3. Notwithstanding any other clause in this Settlement Distribution Scheme, if in the opinion of the Scheme Administrator, at any stage a Registrant or Participating Group Member's Claim Data contains insufficient information or does not otherwise substantiate a Registrant or Participating Group Member's claim, the Scheme Administrator may, by written notice, require the Registrant or Participating 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.

Claim Data Notice

- 5.4. As soon as reasonably practicable after the expiration of the Appeal Period, the Scheme Administrator will send a communication to each Registrant to notify them of the Claim Data held by the Scheme Administrator for that Registrant (**Claim Data Notice**).
- 5.5. Prior to sending the Claim Data Notice, the Scheme Administrator may attempt to verify a Registrant's Claim Data against material obtained by the Solicitors by way of subpoena from the Regulatory Bodies and such other objective sources or means as determined by the Scheme Administrator to be reasonable and appropriate.
- 5.6. Within 28 days of sending the Claim Data Notice described in clause 5.4, Registrants will be permitted to confirm their Claim Data and notify the Scheme Administrator of any error, slip or omission to the Claim Data held by the Scheme Administrator (**Claim Data Amendment Period**).
- 5.7. If, within the Claim Data Amendment Period, a Registrant notifies the Scheme Administrator of any error, slip or omission in their Claim Data Notice, the Scheme Administrator may, in its absolute discretion:
 - (a) request the Registrant provide such information or documentation as is deemed necessary by the Scheme Administrator to verify the error, slip or omission;
 - (b) amend or update the Claims Database; and/or
 - (c) refuse to amend or update the Claims Database.
- 5.8. In response to a notification from a Registrant under clause 5.7, the Scheme Administrator will send to that Registrant a Claim Data Determination. The Claim Data Determination will contain (but is not limited to):

- (a) the Claim Data for the Registrant as held and accepted by the Scheme Administrator; and
 - (b) if the Scheme Administrator refuses to amend or update the Claims Database (either in whole or in part), information regarding the right of the Registrant to seek a Claim Data Determination Review and the process for doing so in accordance with clause 8.
- 5.9. The accuracy of a Claim Data Notice will be deemed to be accepted by a Registrant unless the Registrant,
- (a) within the Claim Data Amendment Period, notifies the Scheme Administrator of any error, slip or omission in the Claim Data Notice; or
 - (b) gives a Notice of Claim Data Determination Review to the Scheme Administrator no later than 7 days after the Scheme Administrator has sent a Claim Data Determination to the Registrant.
- 5.10. For the avoidance of doubt, if a Registrant does not notify the Scheme Administrator of any error, slip or omission in the Claim Data Notice within the Claim Data Amendment Period or give a Notice of Claim Data Determination Review, the Scheme Administrator may rely upon the Claim Data for that Registrant contained in the Claim Data Notice as true and correct for the purposes of this Settlement Distribution Scheme.
- 5.11. After the conclusion of the Claim Data Amendment Period, no amendments to a Registrant or Participating Group Member's Claim Data may be sought by a Registrant or Participating Group Member, other than by seeking a Claim Data Determination Review under clause 8.
- 5.12. For the avoidance of doubt, if:
- (a) following a request made to a Registrant by the Scheme Administrator pursuant to clause 5; or
 - (b) after the Scheme Administrator's reasonable attempts to contact a Registrant to make a request pursuant to clause 5,

that Registrant's Claim Data continues to contain insufficient information or does not otherwise substantiate the Registrant's claim (either in whole or in part), such as to render the Scheme Administrator unable to assess whether that Registrant is a Participating Group Member or whether an aspect of a Participating Group Member's claim is unsubstantiated, that Registrant will forfeit any right to receive a Distribution (either in whole or in part) from the Settlement Distribution Fund.

6. DETERMINATION OF ELIGIBILITY

Eligibility Criteria

- 6.1. A Registrant becomes a Participating Group Member and is eligible to receive a Distribution pursuant to this Settlement Distribution Scheme if the following Eligibility Criteria are met:
- (a) based on the Claim Data, which was confirmed, amended or updated pursuant to clause 5, or, as applicable, following a Claim Data Determination Review, the Scheme Administrator is able to verify or is satisfied that the Registrant is an Andrianakis Group Member or a Salem Group Member; and
 - (b) the Registrant does not become a Withdrawn Group Member or a Non-Responsive Group Member prior to the assessment of their Assessed Amounts.

Process for determining eligibility

- 6.2. The Scheme Administrator will assess whether a Registrant meets the Eligibility Criteria pursuant to clause 6.1 in accordance with the following provisions:
- (a) the Scheme Administrator may rely upon the material obtained by the Solicitors by way of subpoena from the Regulatory Bodies to confirm that the Registrant is an Andrianakis Group Member or a Salem Group Member; and
 - (b) consistent with clause 5.3, the Scheme Administrator may request a Registrant provide supporting material or make a statutory declaration or such other means that the Scheme Administrator deems appropriate, to confirm the Claim Data; and
 - (c) the Scheme Administrator will confirm whether the Registrant has filed an opt out notice with the Court in accordance with order 1 of the orders made on 21 July 2023.

Notice of Ineligibility

- 6.3. Where the Scheme Administrator has assessed, or is unable to assess (as provided by clause 5.12), that a Registrant does not meet the Eligibility Criteria, the Scheme Administrator will send that Registrant a Notice of Ineligibility. The Notice of Ineligibility will:
- (a) provide a short statement of the basis on which the Registrant has been assessed not to meet the Eligibility Criteria; and
 - (b) provide information in relation to the Registrant's right to seek an Eligibility Review pursuant to clause 8.

7. ASSESSMENT OF CLAIMS

- 7.1. Claims by Participating Group Members will be assessed:
- (a) based on the Claim Data, which was confirmed, amended or updated pursuant to clause 5, or, as applicable, following a Claim Data Determination Review; and
 - (b) in accordance with clauses 7.2 to 7.19.

Licence owners – Capital Loss Claims

- 7.2. Claims by Participating Group Members for the reduction in the capital value of a taxi, hire car or limousine licence (**Capital Loss Claims**) may only be made in respect of the licences listed in Confidential Annexure A (**Eligible Licences**).
- 7.3. To assess a Capital Loss Claim made by a Participating Group Member, the Scheme Administrator will apply the Assessment Figures contained in Confidential Annexure A to each Eligible Licence for which the Participating Group Member makes a claim.
- 7.4. Where an Eligible Licence was held by a Participating Group Member only for part of the Relevant Claim Period, the Scheme Administrator will assess the Participating Group Member's Capital Loss Claim prorated to the proportion of the Relevant Claim Period.
- 7.5. Where a Participating Group Member jointly held an ownership interest in an Eligible Licence, the

Scheme Administrator will assess the Participating Group Member's Capital Loss Claim in proportion to their share of the ownership interest in the Eligible Licence, unless the Scheme Administrator considers it inappropriate to do so.

Licence owners – Lease Income Loss Claims

- 7.6. Claims by Participating Group Members for a reduction in the income associated with the lease or assignment of a taxi or limousine licence (**Lease Income Loss Claims**) may only be made in respect of the licences listed in Confidential Annexure B (**Eligible Lease Licences**).
- 7.7. To assess a Lease Income Loss Claim made by a Participating Group Member during the Relevant Claim Period, the Scheme Administrator will apply the Assessment Figures contained in Confidential Annexure B to each Eligible Lease Licence for which the Participating Group Member makes a claim.
- 7.8. Where an Eligible Lease Licence was held by a Participating Group Member only for part of the Relevant Claim Period, the Scheme Administrator will assess the Participating Group Member's Lease Income Loss Claim prorated to the proportion of the Relevant Claim Period.
- 7.9. Where a Participating Group Member jointly held an ownership interest in an Eligible Lease Licence, the Scheme Administrator will assess the Participating Group Member's Lease Income Loss Claim in proportion to their share of the ownership interest in the Eligible Lease Licence, unless the Scheme Administrator considers it inappropriate to do so.

Operators – Operator Income Loss Claims

- 7.10. To assess a claim made by a Participating Group Member for a reduction in income from operating a taxi, hire car or limousine during the Relevant Claim Period (**Operator Income Loss Claims**), the Scheme Administrator will apply the Assessment Figures contained in Confidential Annexure C to each Operator Income Loss Claim made by the Participating Group Member.
- 7.11. Where a Participating Group Member makes an Operator Income Loss Claim but operated the taxi, hire car or limousine only for part of the Relevant Claim Period, the Scheme Administrator will assess the Participating Group Member's Operator Income Loss Claim prorated to the proportion of the Relevant Claim Period.
- 7.12. Where a Participating Group Member jointly operated a specific taxi, hire car or limousine, the Scheme Administrator will assess the Participating Group Member's Operator Income Loss Claim in proportion to their share in the joint interest, unless the Scheme Administrator considers it inappropriate to do so.

Drivers – Driver Income Loss Claims

- 7.13. To assess a claim made by a Participating Group Member for a reduction in income from driving a taxi, hire car or limousine during the Relevant Claim Period (**Driver Income Loss Claims**), the Scheme Administrator will apply the Assessment Figures contained in Confidential Annexure D.
- 7.14. Where a Participating Group Member makes a Driver Income Loss Claim but drove the taxi, hire car or limousine only for part of the Relevant Claim Period, the Scheme Administrator will assess the Participating Group Member's Driver Income Loss Claim prorated to the proportion of the Relevant Claim Period.

Network Service Providers – Network Service Provider Loss Claims

- 7.15. To assess a claim made by a Participating Group Member for a reduction in income from operating a taxi network service during the Relevant Claim Period (**Network Service Provider Loss Claims**), the Scheme Administrator will:
- (a) for a Participating Group Member who has had their Network Service Provider Loss Claim assessed by a Consulting Accountant, apply the Assessment Figure contained in Confidential Annexure E to the amount assessed (if any) by the Consulting Accountant for the Participating Group Member's Network Service Provider Loss Claim; or
 - (b) for a Participating Group Member who has not had their Network Service Provider Loss Claim assessed by a Consulting Accountant, refer their Network Service Provider Loss Claim to a Consulting Accountant for assessment and upon receipt of a report from the Consulting Accountant, apply the Assessment Figure contained in Confidential Annexure E to the amount assessed (if any) by the Consulting Accountant.
- 7.16. For the avoidance of doubt, a Network Service Provider Loss Claim only includes income from operating a taxi network service, and excludes Capital Loss Claims, Lease Income Loss Claims, Operator Income Loss Claims and Driver Income Loss Claims.
- 7.17. In any assessment pursuant to clause 7.15(b):
- (a) The Consulting Accountant may request in writing that the Participating Group Member provide any information, material or evidence which the Consulting Accountant may reasonably require to complete an assessment of the Network Service Provider Loss Claim. The requested information, material or evidence must be provided by the Participating Group Member to the Consulting Accountant within 14 days of the date of any such written notice, failing which the assessment will be completed with a null (\$0) assessment; and
 - (b) The Consulting Accountant will assess the Network Service Provider Loss Claim using a manner and methodology consistent with previous assessments completed in the Proceedings. Following completion of the assessment of the Network Service Provider Loss Claim, the Consulting Accountant will provide the assessment to the Scheme Administrator.
- 7.18. Where a Participating Group Member jointly operated a taxi network service, the Consulting Accountant and/or Scheme Administrator will assess the Participating Group Member's Network Service Provider Loss Claim in proportion to their share in the joint interest, unless the Consulting Accountant or Scheme Administrator considers it inappropriate to do so.

Notice of Assessment

- 7.19. Following the Assessment of a Participating Group Members claim in accordance with this clause, the Scheme Administrator will send each Participating Group Member a Notice of Assessment, which may include but is not limited to:
- (a) the Assessed Amount for each claim made by the Participating Group Member;
 - (b) the Participating Group Member's estimated Final Distribution Amount calculated in accordance with clauses 9.3 and 9.4;
 - (c) the Claim Data on which the Scheme Administrator's Assessment was made; and

- (d) information regarding the right of the Participating Group Member to seek an Assessment Review and the process for doing so in accordance with clause 8.

General matters relating to Assessments

- 7.20. Participating Group Members are only eligible to claim for those losses provided for under this Settlement Distribution Scheme and are not eligible to claim for any other losses (such as purported non-economic losses) associated with the claims advanced in the Proceedings.
- 7.21. For the avoidance of doubt, any Assessments and subsequent Distributions made by the Scheme Administrator to a Participating Group Member pursuant to this Settlement Distribution Scheme will satisfy all claims for the Participating Group Member in all of the Proceedings.

8. REVIEWS

Right to seek a Review

- 8.1. A Registrant or Participating Group Member has the right to seek a Review of:
 - (a) in the case of a Registrant, the contents of their Claim Data Determination (**Claim Data Determination Review**);
 - (b) in the case of a Registrant, the contents of their Notice of Ineligibility (**Eligibility Review**); and
 - (c) in the case of a Participating Group Member, the contents of their Notice of Assessment (**Assessment Review**).
- 8.2. For the avoidance of doubt, when seeking an Assessment Review, a Participating Group Member cannot seek a review of an assessment of a Network Service Provider Loss Claim by a Consulting Accountant referred to in clause 7.15 or the Assessment Figures used by the Scheme Administrator to calculate the Assessed Amount.
- 8.3. A Withdrawn Group Member or a Non-Responsive Group Member does not have a right to Review any notice issued by the Scheme Administrator. The Scheme Administrator may, however, in its absolute discretion, correct or withdraw any such notice if it considers that such a correction or withdrawal is unlikely to cause delay to Final Distribution Payments being made under the Settlement Distribution Scheme.
- 8.4. Where there are two or more Registrants or Participating Group Members whose claims relate to the same licence for a Capital Loss Claim, Lease Income Loss Claims, Operator Income Loss Claim or Network Service Provider Loss Claim, if one Registrant or Participating Group Member seeks a Review in respect of their claim for the licence, then the other Registrants or Participating Group Members will be given the opportunity to participate in the Review (subject to compliance with the requirements of clause 8).

Process for seeking a Claim Data Determination Review

- 8.5. A Registrant that wishes to seek a Claim Data Determination Review must:
 - (a) give written notice to the Scheme Administrator (**Notice of Claim Data Determination Review**) no later than 7 days after the Scheme Administrator has sent a Claim Data Determination to the Registrant; and

- (b) ensure that the Notice of Claim Data Determination Review:
 - (i) is in the format prescribed by the Scheme Administrator;
 - (ii) is submitted to the Scheme Administrator in accordance with the means and methodology prescribed by the Scheme Administrator;
 - (iii) identifies the components of the Claim Data Determination which the Registrant disputes;
 - (iv) contains the reasons why the Registrant disputes those components; and
 - (v) attaches Review Materials to support the Claim Data Determination Review.

Process for seeking an Eligibility Review

8.6. A Registrant that wishes to seek an Eligibility Review must:

- (a) give written notice to the Scheme Administrator (**Notice of Eligibility Review**) no later than 28 days after the Scheme Administrator has sent a Notice of Ineligibility to the Registrant; and
- (b) ensure that the Notice of Eligibility Review:
 - (i) is in the format prescribed by the Scheme Administrator;
 - (ii) is submitted to the Scheme Administrator in accordance with the means and methodology prescribed by the Scheme Administrator;
 - (iii) identifies the components of the Assessment which the Registrant disputes;
 - (iv) contains the reasons why the Registrant disputes those components; and
 - (v) attaches Review Materials to support the Eligibility Review.

Process for seeking an Assessment Review

8.7. A Participating Group Member that wishes to seek an Assessment Review must:

- (a) give written notice to the Scheme Administrator (**Notice of Assessment Review**) no later than 28 days after the Scheme Administrator has sent a Notice of Assessment to the Participating Group Member; and
- (b) ensure that the Notice of Assessment Review:
 - (i) is in the format prescribed by the Scheme Administrator;
 - (ii) is submitted to the Scheme Administrator in accordance with the means and methodology prescribed by the Scheme Administrator;
 - (iii) identifies the components of the Assessment which the Participating Group Member disputes;
 - (iv) contains the reasons why the Participating Group Member disputes those components of the Assessment; and

- (v) attaches Review Materials to support the Assessment Review.

Failure to seek a Review

- 8.8. If a Registrant or Participating Group Member does not, respectively, give a Notice of Eligibility Review or Notice of Assessment Review to the Scheme Administrator within 28 days as required by clauses 8.6 and 8.7, the Registrant or Participating Group Member will be deemed to have accepted their Notice of Eligibility or Notice of Assessment (as the case may be).

Payment of a bond for Reviews

- 8.9. Where a Registrant seeks a Claim Data Determination Review or Eligibility Review, the Scheme Administrator may, in their absolute discretion:

- (a) require that the Registrant pay to the Scheme Administrator a bond not exceeding \$2,500 for the cost of the Review; and
- (b) if the Registrant fails to pay the bond within 14 days of receiving such a request from the Scheme Administrator, treat the Registrant's request for a Review as void and of no effect.

- 8.10. Where a Participating Group Member seeks an Assessment Review, the Scheme Administrator may, in their absolute discretion:

- (a) require that the Participating Group Member pay to the Scheme Administrator a bond for the cost of the Review, with the bond not exceeding:
 - (i) \$2,500, where the Participating Group Member is seeking to Review the Assessed Amount for Driver Income Loss Claims;
 - (ii) \$5,000, where the Participating Group Member is seeking to Review the Assessed Amount for Capital Loss Claims, Lease Income Loss Claims, Operator Income Loss Claims or Network Service Provider Loss Claims; and
- (b) if the Participating Group Member fails to pay the bond within 14 days of receiving such a request from the Scheme Administrator, treat the Registrant or Participating Group Member's request for a Review as void and of no effect.

Process for Reviews

- 8.11. Following receipt of a Notice of Claim Data Determination Review or Notice of Eligibility Review or Notice of Assessment Review and upon payment of any bond required in accordance with clauses 8.9 or 8.10:

- (a) the Scheme Administrator will engage a Review Assessor;
- (b) the Scheme Administrator will provide the following materials to the Review Assessor:
 - (i) Review Material provided by the Registrant or Participating Group Member;
 - (ii) the Registrant's or Participating Group Member's Notice of Claim Data Determination Review or Notice of Eligibility Review or Notice of Assessment Review (as applicable); and
 - (iii) any of the following, depending on the nature of the Review that is sought by a Registrant or Participating Group Member:

- (A) Claim Data, which was confirmed, amended or updated pursuant to clause 5, or, as applicable, following a Claim Data Determination Review;
- (B) Claim Data Notice and/or Claim Data Determination;
- (C) Notice of Ineligibility; or
- (D) Notice of Assessment,

including the Scheme Administrator's reasons (where applicable);

- (c) unless the Review Assessor considers it reasonably necessary to do so, the Review Assessor will not consider any new evidence or additional materials that are not referred to in sub-clause (b) above. Where a Review Assessor considers it reasonably necessary to do so, they may request in writing that the Participating Group Member obtain additional evidence or reports. Such additional evidence or reports must be submitted within 14 days of the date of any such written notice, failing which the request for a Review may be treated as void and of no effect;
- (d) the Review Assessor will then:
 - (i) in a Claim Data Determination Review, consider and determine what Claim Data is to be included in the Claim Database on behalf of a Registrant;
 - (ii) in an Eligibility Review, consider and determine whether a Registrant meets the Eligibility Criteria pursuant to clauses 6.1 and 6.2;
 - (iii) in an Assessment Review, consider only the component(s) of the Assessment in relation to which the Participating Group Member seeks a Review and, for that component(s), determine the calculation of the Participating Group Member's Assessed Amount pursuant to clause 7;
 - (iv) in relation to any Review, prepare and provide to the Scheme Administrator a brief statement of reasons for the Review Assessor's decision and, if relevant, include details of the Assessed Amount;
- (e) in carrying out an Assessment Review, a Review Assessor may decide that:
 - (i) the Group Member's Assessed Amount as initially Assessed is correct;
 - (ii) the Group Member is entitled to a higher Assessed Amount than was initially Assessed; or
 - (iii) the Group Member is entitled to a lower Assessed Amount than was initially Assessed;
- (f) after receiving a Review Assessor's decision and statement of reasons, the Scheme Administrator will promptly send to the Registrant or Participating Group Member a Notice of Review Assessment in which the Scheme Administrator provides:
 - (i) information to the Registrant or Participating Group Member about the decision of their Review and the impact of that decision on the Registrant's or Participating Group Member's entitlements (if any) under this Settlement Distribution Scheme; and
 - (ii) a copy of the Review Assessor's statement of reasons.

Decisions of Review Assessors are final and binding

- 8.12. Except as provided for by the Claim Data Determination Review, Eligibility Review or Assessment Review, a decision of the Scheme Administrator is final and binding on the Registrant or Participating Group Member, and neither the Registrant or Participating Group Member is entitled to 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.
- 8.13. A decision of a Review Assessor is final and binding on the Scheme Administrator and the Registrant or Participating Group Member who sought the Review, and neither the Scheme Administrator nor the Registrant or Participating Group Member is entitled to appeal to the Court or any other court or tribunal in relation to any asserted error of jurisdiction, fact or law arising from the Review Assessor's decision.
- 8.14. Following an Assessment Review, the Review Assessor's decision in the Notice of Review Assessment will be deemed to be the Participating Group Member's Assessment under this Settlement Distribution Scheme.

Cost of Reviews

- 8.15. Subject to clause 8.16, a Registrant or Participating Group Member requesting a Review will pay the costs of the Review calculated at \$800, exclusive of GST, for the first two hours' attendance by the Review Assessor (or any part thereof) and \$450 per hour, exclusive of GST, for each subsequent hour (or any part thereof).
- 8.16. The Scheme Administrator may waive the requirements in clause 8.15 where the Scheme Administrator considers that, even compared to the typical circumstances of a Registrant or Participating Group Member, the circumstances of the Registrant or Participating Group Member disclose special compassionate grounds for the waiver.

Claim Data Determination Review Bond

- 8.17. If a Review Assessor upholds a Claim Data Determination Review (in whole or in part), any bond paid by the Registrant pursuant to clause 8.9 will be refunded to the Registrant.
- 8.18. If a Review Assessor dismisses a Claim Data Determination Review (entirely), any bond paid by the Registrant pursuant to clause 8.9 will be used to pay the costs of the Review Assessor outlined in clause 8.15 and any residual will be refunded to the Registrant.

Eligibility Review Bond

- 8.19. If a Review Assessor upholds an Eligibility Review and confirms that a Registrant is a Participating Group Member, any bond paid by the Registrant pursuant to clause 8.9 will be refunded to the Registrant.
- 8.20. If a Review Assessor confirms that a Registrant is not a Participating Group Member, any bond paid by the Registrant pursuant to clause 8.9 will be used to pay the costs of the Review Assessor outlined in clause 8.15 and any residual will be refunded to the Registrant.

Assessment Review Bond

- 8.21. If a Review Assessor confirms a Participating Group Member's Assessment is less than 110% of the Assessment set out in the Notice of Assessment, the Participating Group Member will pay the Scheme

Administrator's incurred cost of the Review Assessment, as outlined in clause 8.15.

- 8.22. Any costs payable to the Scheme Administrator pursuant to clause 8.15 will be deducted from any bond paid pursuant to clause 8.10 and thereafter from any amount otherwise payable to the Participating Group Member pursuant to this Settlement Distribution Scheme.
- 8.23. If a Review Assessor confirms that a Participating Group Member's Assessment is more than 110% of the Assessment in the Notice of Assessment, any bond paid pursuant to clause 8.10 will be refunded to the Participating Group Member.

No reimbursement

- 8.24. For the avoidance of doubt, Registrants and Participating Group Members will not be entitled to reimbursement for any costs independently incurred by the Registrant or Participating Group Member in respect of a Review.

Role of Review Assessors

- 8.25. Review Assessors engaged by the Scheme Administrator:
- (a) will act as independent arbitrators and not as counsel briefed to act for any individual Registrant or Participating Group Member or the Scheme Administrator;
 - (b) will have the same immunities from suit as attach to a special referee in accordance with section 27A(1) of the Act.

9. DISTRIBUTION

Settlement Distribution Fund

- 9.1. As soon as practicable after the transfer of the Settlement Sum from the Settlement Reserve Fund to the Settlement Distribution Fund, and consistent with the terms of the Deed and the Approval Orders, the Scheme Administrator will pay the following amounts from the Settlement Sum, as approved by the Court:
- (a) an amount to the First Plaintiff for the First Plaintiff's Reimbursement Payment;
 - (b) an amount to the Second Plaintiff for the Second Plaintiff's Reimbursement Payment;
 - (c) an amount to the Third Plaintiff for the Third Plaintiff's Reimbursement Payment;
 - (d) an amount to the Fourth Plaintiff for the Fourth Plaintiff's Reimbursement Payment;
 - (e) an amount to the Fifth Plaintiff for the Fifth Plaintiff's Reimbursement Payment;
 - (f) an amount to the First Sample Group Member for the First Sample Group Member's Reimbursement Payment;
 - (g) an amount to the Second Sample Group Member for the Second Sample Group Member's Reimbursement Payment;
 - (h) an amount to the Funder for the Funder's Commission; and

- (i) an amount to the Solicitors for the Plaintiffs' Legal Costs and Disbursements.

9.2. The balance of the Settlement Sum (the **Residual Settlement Distribution Fund Sum**) will be applied as follows:

- (a) to pay any pre-approved Administration Costs which have been incurred as they are incurred;
- (b) to retain an amount to be determined by the Scheme Administrator as a contingency fund (**Contingency Fund**) to be reserved for a period of up to 12 months after the Distribution of all Final Distribution Amounts to account for:
 - (i) any possible calculation or administration errors;
 - (ii) any likely future Administration Costs; and
 - (iii) such other matters as the Scheme Administrator sees fit,which amounts may be applied in accordance with this Settlement Distribution Scheme during that 12 month period in the Scheme Administrator's discretion;
- (c) to pay any further amounts approved to be deducted from the Settlement Sum or the Residual Settlement Distribution Fund Sum by the Court;
- (d) to any tax authority for any tax obligation and/or tax related expense;
- (e) to the payment of any Interim Distribution Amounts to applicable Participating Group Members in accordance with the provisions of this Settlement Distribution Scheme; and
- (f) to the payment of Final Distribution Amounts to Participating Group Members in accordance with the provisions of this Settlement Distribution Scheme.

Calculation of Final Distribution Amounts

9.3. As soon as reasonably practicable following:

- (a) the Assessment of all Participating Group Members' claims under this Settlement Distribution Scheme;
- (b) the conclusion of any time periods for Participating Group Members to exercise their rights of Review under this Settlement Distribution Scheme; and
- (c) the determination by Review Assessors of any Eligibility Reviews and any Assessment Reviews,

the Scheme Administrator must calculate the Final Distribution Amount for each Participating Group Member.

9.4. The Residual Settlement Distribution Fund Sum will be distributed to individual Participating Group Members in the proportion which their final Assessed Amount bears to the aggregate Assessed Amounts for all Participating Group Members (being a pro rata distribution). Each individual Participating Group Member's proportion calculated in accordance with this clause constitutes the Participating Group Member's Final Distribution Amount.

Interim Distribution

9.5. The Scheme Administrator may, in its absolute discretion, elect to make an Interim Distribution to Participating Group Members provided that the payment must not exceed a proportion of the Participating Group Member's Assessed Amount, such proportion to be determined by the Scheme Administrator having regard to the imperative to retain sufficient funds to pay pending claims and any deductions or future deductions from the Settlement Sum, which proportion may be varied from time to time for all Participating Group Members.

Payment of Interim Distribution Amount

9.6. Upon the Scheme Administrator calculating the quantum of an Interim Distribution Amount that is able to be paid in accordance with clause 9.5:

- (a) the Scheme Administrator will notify Participating Group Members who are to receive an Interim Distribution Amount; and
- (b) the Scheme Administrator is to pay the Interim Distribution Amount in accordance with the Scheme Administrator's calculation, with such payments to be made in tranches to all Participating Group Members who have:
 - (i) received notification of their Assessed Amount more than 28 days prior to the Interim Distribution Payment being made; and
 - (ii) either:
 - (A) not sought a Review pursuant to clause 8.1; or
 - (B) received a final and binding decision of a Review Assessor pursuant to clause 8.11.

Adjustment of Final Distribution Amounts

9.7. The Final Distribution Amounts will be paid to a Participating Group Member after:

- (a) adjusting for any Interim Distribution Amount paid to that Participating Group Member; and
- (b) adjusting for any Review costs payable by that Participating Group Member.

Payment of Final Distribution Amounts

9.8. Upon the Scheme Administrator determining the quantum of the Final Distribution Amounts that are to be paid in accordance with clauses 9.3 and 9.4:

- (a) the Scheme Administrator will pay the Final Distribution Amounts in accordance with the Scheme Administrator's determination in a final tranche or tranches to all Participating Group Members; and
- (b) the Scheme Administrator will promptly provide Participating Group Members with a Notice of Final Distribution Payment.

Contingency Fund and Remaining Balance

9.9. When the Scheme Administrator considers, in its absolute discretion, that it is no longer required to

retain the Contingency Fund, the Scheme Administrator will consider the most practical and efficient allocation of the Contingency Fund and Remaining Balance.

9.10. The Scheme Administrator may elect to allocate the Contingency Fund and the Remaining Balance to:

- (a) pay any Administration Costs;
- (b) make a further payment to some or all Participating Group Members based on the pro-rata calculations in clause 9.4;
- (c) pay some or all Participating Group Members an ex-gratia payment as calculated by the Scheme Administrator; and/or
- (d) pay an amount to a suitable charitable or not-for-profit organisation.

9.11. Without limiting the application of clause 9.10, the Scheme Administrator, may in its absolute discretion:

- (a) consider alternative solutions as to how the Contingency Fund and Remaining Balance should be allocated and paid;
- (b) allocate and pay the Contingency Fund and Remaining Balance at different times;
- (c) allocate and pay the Contingency Fund and/or Remaining Balance using a range of solutions; and/or
- (d) apply to the Court for approval of how to allocate part or all of the Contingency Fund and/or Remaining Balance.

10. PROVISION OF BANK DETAILS AND PROCESSING DISTRIBUTIONS TO PARTICIPATING GROUP MEMBERS

Provision of Bank Details

10.1. Participating Group Members whose Assessments are greater than zero (\$0) must, by any date specified by the Scheme Administrator, provide sufficient bank account details to the Scheme Administrator to enable the Scheme Administrator to make payment of that Participating Group Member's Interim Distribution Amount or Final Distribution Amount in accordance with clauses 9.6 and 9.7.

10.2. The Scheme Administrator, in its absolute discretion:

- (a) may make further attempts to contact Participating Group Members to obtain sufficient bank account details; and
- (b) reserves the right to deduct any additional costs from that Participating Group Member's Final Distribution Amount incurred in making such further attempts.

10.3. If a Participating Group Member fails to provide sufficient bank account details by the date specified by the Scheme Administrator:

- (a) the Participating Group Member's Interim Distribution Amount or Final Distribution Amount will be forfeited, and the Participating Group Member will have no claim against the Scheme

Administrator or the Settlement Distribution Fund; and

- (b) the forfeited Interim Distribution Amounts or Final Distribution Amounts will form part of the Residual Settlement Distribution Fund Sum to be distributed in accordance with clause 9.2 or the Remaining Balance.

Processing Distributions to Participating Group Members

10.4. The Distribution of Interim Distribution Amounts or Final Distribution Amounts to Participating Group Members will be made by electronic funds transfer, except where:

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

10.5. For the avoidance of doubt, if the Scheme Administrator is unable to attempt payment of a Distribution to a Participating Group Member, or a Distribution to a Participating Group Member is rejected, due to:

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

the Scheme Administrator is not obliged to (but may, in its absolute discretion) make further inquiries with those Participating Group Members to reattempt the payment of the Distribution.

10.6. If, after a reasonable time, the Final Distribution Amounts have been made, the Scheme Administrator is unable to effect payment of a Distribution as outlined in clause 10.5, the Distributions will be deemed to have been made, such that Participating Group Members will have no claim against the Scheme Administrator or the Settlement Distribution Fund, and the Distribution will form part of the Remaining Balance.

11. APPLICATION OF INTEREST

11.1. Interest accrued on funds held in the Settlement Distribution Fund and the Settlement Reserve Fund may be applied, in the first instance, to payment of Administration Costs.

11.2. Subject to clause 11.3(a), any Interest which is not otherwise required for the payment of Administration Costs or other costs will form part of the Settlement Distribution Fund and be available for Distribution to Participating Group Members.

11.3. The Scheme Administrator may at any time:

- (a) elect to pay income tax on any Interest remaining after application to the payment of Administration Costs where it determines that the cost of distributing the Interest will be disproportionate to the benefit of including the residual Interest in the Settlement Distribution Fund; and
- (b) convert the Settlement Distribution 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 Settlement Distribution Fund will be disproportionate to the further Interest expected to be

earned.

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

Application of this clause

12.1. The following provisions apply in circumstances where:

- (a) a Registrant or Participating Group Member is a corporate entity; and/or
- (b) a person participates in the Settlement Distribution Scheme on behalf of another person who is a Registrant or Participating Group Member, whether in respect to all or part of the Registrant or Participating Group Member's claim.

Corporate or trading entities

12.2. The Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme by a person who is named as a current director, company secretary, chief executive officer, sole proprietor or other person who declares to the Scheme Administrator that they are authorised to act on behalf of the entity including, without limitation, a receiver, administrator or liquidator, as if it had been provided by the Participating Group Member themselves.

Partnerships

12.3. The Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme by a person who declares to the Scheme Administrator that they are a partner in or agent of the partnership as if it had been provided by the Participating Group Member themselves.

Trusts

12.4. The Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme by:

- (a) a person who declares to the Scheme Administrator that they are a trustee or agent of the trust; or
- (b) if the trust has dissolved or a trustee or agent of the trust is unwilling or unable to act, a beneficiary of the trust,

as if it had been provided by the Participating Group Member themselves.

Deregistered Entities

12.5. The Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme by a person who declares to the Scheme Administrator that they are the Deregistered Entities' representative.

Bankrupt persons

12.6. The Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme by a person who declares to the Scheme

Administrator that they are trustee of a bankrupt person.

Deceased estates

12.7. The Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme by:

- (a) a person who is named in any will as the executor of a deceased Registrant or Participating Group Member's estate, provided that person provides:
 - (i) a copy of the Registrant or Participating Group Member's death certificate;
 - (ii) a copy of the Registrant or Participating Group Member's will; and
 - (iii) if deemed necessary by the Scheme Administrator, a statutory declaration confirming that they will act in accordance with the will in relation to any payment and the deceased Participating Group Member's estate; or
- (b) if the Registrant or Participating Group Member dies intestate, a person who represents the deceased Registrant or Participating Group Member's estate, provided that the person provides:
 - (i) a copy of the Registrant or Participating Group Member's death certificate; and
 - (ii) if deemed necessary by the Scheme Administrator, a statutory declaration confirming that they will act in accordance with the laws of intestacy in relation to any payment and the deceased Participating Group Member's estate,

as if it had been provided by the Participating Group Member themselves.

12.8. The Scheme Administrator may require the executor or representative of a deceased Registrant or Participating Group Member's estate to provide a Grant of Probate or Letters of Administration.

Group Members under a legal incapacity

12.9. Where the Scheme Administrator becomes aware that a Group Member is under a legal incapacity, the Scheme Administrator may rely on information, instructions and/or declarations from and steps taken pursuant to this Settlement Distribution Scheme:

- (a) by a person who appears authorised to manage the legal or financial affairs of the Group Member, for example as a result of an enduring power of attorney or an order of an appropriate tribunal or court; and
- (b) pursuant to rule 2.04 of the *Supreme Court (General Civil Procedure) Rules 2015* the Scheme Administrator may act on the basis that there is dispensation with the requirements of rule 15.08 and section 33F(2) of the Act, and instead the Registrant's or Participating Group Member's claim will be taken to have been approved by the Court if the Scheme Administrator assesses the Registrant's or Participating Group Member's claim in accordance with the provisions of this Settlement Distribution Scheme as if it had been provided by the Participating Group Member themselves.

Supporting evidence

12.10. Where a person participates in the Settlement Distribution Scheme on behalf of another person who is a Registrant or Participating Group Member in accordance with clause 12:

- (a) the Scheme Administrator may require the person to provide supporting documentary evidence and/or a statutory declaration to show that they are so authorised to act, or
- (b) the Scheme Administrator may exercise its discretion to amend any requirements for documentation, taking into consideration the estimated Distribution and/or to ensure the efficient and effective resolution of claims.

13. DEREGISTERED BODIES

Scheme Administrator discretion

13.1. Where a Participating Group Member was previously a proprietary company or was represented by a corporate trustee that was registered with ASIC as at the date they registered to participate in the Proceedings, but has since been deregistered by ASIC (**Deregistered Entity**), subject to the operation of the provisions of the Settlement Distribution Scheme including this clause, the Scheme Administrator may treat a Deregistered Entity as a Participating Group Member for the purpose of this Settlement Distribution Scheme without the registration of the Deregistered Entity being reinstated by ASIC, provided that:

- (a) the Scheme Administrator must not exercise the discretion in this clause if the Deregistered Entity was in external administration immediately prior to its deregistration or was wound up due to insolvency;
- (b) the Scheme Administrator may (among other reasons) decline to exercise the discretion in this clause if the Scheme Administrator considers that a Distribution to the Deregistered Entity's Representative may give rise to a dispute between former directors, members and/or shareholders, trustees or beneficiaries of the Deregistered Entity in relation to the Distribution between or among them or to other persons;
- (c) for the purpose of this clause and otherwise determining the Deregistered Entity's claim pursuant to this Settlement Distribution Scheme, the Scheme Administrator may rely on information from, and steps taken pursuant to this Settlement Distribution Scheme by a person who was a member, shareholder, trustee or beneficiary of the Deregistered Entity immediately prior to its deregistration (**Deregistered Entity's Representative**);
- (d) in exercising the discretion in this clause, the Scheme Administrator must not treat a Deregistered Entity as a Participating Group Member entitled to receive a Distribution under this Settlement Distribution Scheme unless the Deregistered Entity's Representative provides by a deadline set by the Scheme Administrator:
 - (i) a statutory declaration to the effect that the Deregistered Entity's Representative will receive any Distribution under this Settlement Distribution Scheme subject to any liabilities of the Deregistered Entity and any claims or interests in money of the Deregistered Entity which existed immediately prior to its deregistration; and
 - (ii) an indemnity to the Scheme Administrator (including as to the Plaintiffs' Legal Costs and Disbursements and Administration Costs) in relation to any disputes or claims arising from or relating to the Distribution to persons who may have an interest in the liabilities or money of the Deregistered Entity.

14. RIGHTS AND OBLIGATIONS OF REGISTRANTS AND PARTICIPATING GROUP MEMBERS

Cooperation of Registrants and Participating Group Members

14.1. Each Registrant and Participating Group Member must cooperate with the Scheme Administrator and take all steps that they are required to take pursuant to this Settlement Distribution 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 (such as a Review Assessor);
- (d) promptly informing the Scheme Administrator of any change in their contact details;
- (e) providing payment details,

and each Registrant and Participating Group Member must do so:

- (f) complying 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 timeframe specified in the requirement, request or direction by the Scheme Administrator.

Obligation regarding honesty

14.2. In fulfilling the obligations in clause 14, each Registrant and Participating 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 and Withdrawn Group Members will have their claims assessed as \$0 by the Scheme Administrator. Where a Registrant and Participating Group Member becomes a Non-Responsive Group Member or a Withdrawn Group Member after the Scheme Administrator has issued a Notice of Assessment, the Scheme Administrator can issue a new Notice of Assessment assessing the claims as \$0.

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

Forfeiture of Distribution

14.5. A Participating Group Member may notify the Scheme Administrator in writing that they wish to forfeit the Distribution of their Interim Distribution Amount or their Final Distribution Amount. Any Interim Distribution Amount or Final Distribution Amount forfeited by a Participating Group Member will form part of the Residual Settlement Distribution Fund Sum to be distributed in accordance with clause 9.2.

The Participating Group Member's decision to forfeit their Distribution is final and the Participating Group Member will not be entitled to recover any amount they might have received pursuant to this Settlement Distribution Scheme, but for their decision to forfeit, in any future payment of moneys.

Participating Group Members indemnify the Scheme Administrator

14.6. If a Participating Group Member has a legal obligation by reason of receiving a Distribution pursuant to this Settlement Distribution Scheme, whether under statute or contract or otherwise to any agency, compensation payer or insurer, to pay or repay a sum from their Distribution payment and they do not notify the Scheme Administrator of such obligation prior to receiving a Distribution pursuant to this Settlement Distribution Scheme, the Participating Group Member indemnifies and holds harmless the Scheme Administrator from and against any claim associated with that legal obligation.

15. COSTS

Payment of Administration Costs

15.1. Subject to other provisions of this Settlement Distribution Scheme, Administration Costs are to be paid:

- (a) to the Scheme Administrator on a “solicitor and own client” basis; in the event that 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 Reserve Fund and the Settlement Distribution Fund, unless the Scheme Administrator otherwise determines, and thereafter from the remainder of the Settlement Sum;
- (c) in such amounts as are approved by the Court from time to time during the implementation of this Settlement Distribution Scheme; and
- (d) at the hourly rates set out below or at such other rates that are approved by the Court from time to time, and in the event that the Scheme Administrator is not a legal practice on such other basis as the Court may approve:

Position	Hourly rate (100%) (ex GST)
Principal / Special Counsel / Settlement Claims Manager > 15 years	\$ 871.50
Principal / Special Counsel / Settlement Claims Manager < 15 years	\$ 792.75
Senior Associate	\$ 672.00
Associate	\$ 593.25
Solicitor	\$ 483.00
Trainee Lawyer / Law Graduate	\$ 383.25
Law Clerk / Paralegal	\$ 273.00
Lit Tech Consult / Data Analyst / Legal Engineer / Business	\$ 262.50

Analyst	
Client Services Officer / Business Analyst	\$ 199.50

Cost of Reviews

15.2. For the avoidance of any doubt and subject to clause 15.1, the costs associated with a Review (including the reasonable fees of a Review Assessor, if engaged by the Scheme Administrator) are Administration Costs, except to the extent covered by a payment from a Registrant or Participating Group Member (including the amount of any bond that is not refunded to the Registrant or Participating Group Member).

Costs of lawyers other than the Scheme Administrator

15.3. Nothing in this Settlement Distribution Scheme prevents a Registrant or Participating Group Member from retaining or seeking advice in respect of this settlement from a lawyer who is not performing the role of Scheme Administrator, except that:

- (a) the Registrant or Participating Group Member does so at their own cost; and
- (b) the Registrant or Participating 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 Registrant or Participating Group Member's lawyer carry out the legal work in question.

16. COURT SUPERVISION

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

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

16.3. 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.

16.4. The Scheme Administrator will provide a report to the Court every 6 months from the date of the Approval Orders, to advise the Court of the performance of the settlement (including any steps in the Scheme), including the costs incurred and the Distributions made during that period.

16.5. Within 1 month of all Distributions having been made under the Settlement Distribution Scheme, the Scheme Administrator will file a final report with the Court outlining:

- (a) the Distributions to Participating Group Members;
- (b) the time taken for Distributions to be made;
- (c) the total Administration Costs incurred by the Scheme Administrator;
- (d) if portions of the Residual Settlement Distribution Fund Sum were unclaimed by Participating

Group Members, what amounts were unclaimed and what, if anything, has been done with those amounts; and

- (e) the allocation of the Contingency Fund and Remaining Balance.

17. IMMUNITY FROM CLAIMS

17.1. The completion of the distribution of the Settlement Distribution Fund will satisfy any and all rights, claims or entitlements of all Registrants and Participating Group Members in or arising out of the Proceedings.

17.2. The Scheme Administrator will have no liability to any Group Member, Registrant or Participating Group Member who does not receive a Distribution or receives a Distribution in an incorrect amount arising from:

- (a) incorrect or otherwise insufficient bank account information provided by the Registrant or Participating Group Member or persons acting on their behalf;
- (b) a failure of a Registrant or persons acting on their behalf, to correct their Claim Data in accordance with this Settlement Distribution Scheme;
- (c) fraudulent conduct of a party other than the Scheme Administrator;
- (d) an electronic funds transfer using the bank account information provided by the Participating Group Member, or persons acting on their behalf;
- (e) a failure to receive a communication described in the Settlement Distribution Scheme or who, for any other reason, failed to submit documentation to the Scheme Administrator, Review Assessor or the Court within a time limit set under the Settlement Distribution Scheme; and/or
- (f) any error or omission by the Scheme Administrator or Review Assessor made in good faith.

18. NOTICES

18.1. Any notice or communication to be given pursuant to this Settlement Distribution Scheme, sent by the Scheme Administrator, will be deemed given and received for all purposes associated with this Settlement Distribution 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 as nominated by or on behalf of the Registrant or Participating Group Member and recorded on the Claims Database and no email "undelivered" reply is received by the Scheme Administrator; or
 - (ii) sent by pre-paid mail, to that person's postal address as nominated by or on behalf of the Registrant or Participating Group Member and recorded on the Claims Database and the notice is not returned to the Scheme Administrator.

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

- (a) if it was sent by email, at the time it was sent;
 - (b) if it was sent by mail to an addressee in Australia, three clear business days after being sent; or
 - (c) if it was sent by mail to an addressee overseas, five clear business days after being sent.
- 18.3. For the avoidance of doubt, if a notice or communication is undelivered by email or post in accordance with clause 18.2, and a Registrant or Participating Group Member has not informed the Scheme Administrator of any change in their contact details in accordance with 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 clause 18.2.
- 18.4. If the Scheme Administrator exercises its discretion under clause 18.3(b) and deems a notice or communication to be given, that Registrant or Participating Group Member will be a Non-Responsive Group Member.
- 18.5. Where a Registrant or Participating Group Member is not a natural person and one person has been nominated as the designated contact in respect of multiple Registrant or Participating Group Members, it is sufficient for the purpose of giving a notice or communication that any of the provisions of clause 18.1 are complied with in relation to that nominated person.
- 18.6. The Scheme Administrator is required to accept changes to address details provided and verified by Registrant or Participating Group Members up until the point of the payment of Final Distribution Amounts.
- 18.7. The Scheme Administrator's contact details are as follows unless and until the Scheme Administrator notifies the sender otherwise:

By mail:

Uber Class Action (Settlement Administration Team)

Maurice Blackburn

Level 21, La Trobe Street

MELBOURNE VIC 3000

By email: uber@mauriceblackburn.com.au

19. TIME

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

CONFIDENTIAL ANNEXURES

The Confidential Annexures annexed to the Settlement Distribution Scheme are only available to Uber class action group members who sign an *Undertaking as to Group Membership and Confidentiality* (**Confidentiality Undertaking**).

Group members who wish to receive a copy of the Confidential Annexures must sign and return the Confidentiality Undertaking to Maurice Blackburn. The Confidentiality Undertaking is available to download at www.mauriceblackburn.com.au/uber

Group members can provide their Confidentiality Undertaking to Maurice Blackburn, by either email or post.

Email Address: uber@mauriceblackburn.com.au

Postal Address:

Uber Class Action
Maurice Blackburn Lawyers
Level 21, 320 La Trobe Street
Melbourne VIC 3000