



Federal Court of Australia

District Registry: Victoria Registry

Division: General

No: VID1252/2019

KATHERINE PRYGODICZ and others named in the schedule
Applicant

COMMONWEALTH OF AUSTRALIA
Respondent

ORDER

JUDGE: Justice Beach

DATE OF ORDER: 23 June 2026

WHERE MADE: Melbourne

THE COURT ORDERS THAT:

Set Aside

1. Pursuant to r 39.05(f) of the *Federal Court Rules 2011* (Cth), paragraphs 1 to 4 (inclusive) of the orders made on 11 June 2021 be set aside.

Further Amended Originating Application

2. Pursuant to s 33K of the *Federal Court of Australia Act 1976* (Cth), and r 8.21 of the Rules, the applicants have leave to file and serve a Further Amended Originating Application in substantially the same form as exhibit AG-2 to the Affidavit of Andrew Alexander Grech dated 15 October 2025.

Settlement Approval

3. Pursuant to s 33V of the Act, the settlement of the proceeding be approved on the terms set out in:
 - (a) the Deed of Settlement annexed as AG-1 to the Affidavit of Andrew Grech dated 9 September 2025 (**Settlement Deed**); and



- (b) the Settlement Distribution Scheme (**Settlement Scheme**) in the form annexed as AG-16 to the affidavit of Andrew Grech dated 23 June 2026.
4. Pursuant to ss 33V and 33ZF of the Act, the Court authorises the applicants *nunc pro tunc* to enter into and give effect to the Settlement Deed, including the Settlement Scheme, for and on behalf of Group Members.
 5. Pursuant to s 33ZB of the Act, the persons affected and bound by the settlement of the proceeding are the applicants, the Group Members, the respondent, and the Scheme Administrator (as defined in the Settlement Deed and Settlement Scheme).
 6. Pursuant to s 33ZF of the Act, the parties and the Scheme Administrator each have leave to apply to the Court for orders in respect of any issue arising in relation to the administration of the Settlement Scheme, including as provided by the Settlement Scheme.

Appointment of Scheme Administrator

7. Pursuant to ss 33V and 33ZF of the Act, Gordon Legal be appointed as the Scheme Administrator, to act in accordance with the Settlement Scheme and have the powers and immunities contemplated by the Scheme.
8. For the purpose of the Eligibility Notices to be issued by the Scheme Administrator pursuant to clause 5.5 of the Settlement Scheme, the appointment of the Scheme Administrator pursuant to order 7 above has effect from the later of 6 July 2026 or the date of these orders.

Participation in settlement

9. Group Members who submitted a late registration form between 4.00pm (AEST) 6 March 2026 and 4.00pm (AEST) on 15 May 2026 be permitted to participate in the settlement of the proceeding.
10. The following Group Members be permitted to participate in the settlement of the proceeding:



- (a) Group Members who are referred to in paragraphs 15, 16, and 18 of the affidavit of Andrew Grech dated 19 June 2026;
- (b) the Group Member referred to in the affidavit of Andrew Grech dated 22 June 2026; and
- (c) the Group Member with Registration ID VBUVBDEX.

Reinstatement of group members

- 11. Pursuant to s 33ZF of the Act, each of the 386 Group Members who had opted out of the proceeding and who have since registered and applied to be reinstated as Group Members, identified in Annexure AG-8 to the affidavit of Andrew Grech dated 15 June 2026, be reinstated as a Group Member in the proceeding.
- 12. Pursuant to s 33ZF of the Act, each of the 145 Group Members who had opted out of the proceeding and who have since sought to register to participate in the settlement of the proceeding but who have not applied to be reinstated, identified in Annexure AG-9 to the affidavit of Andrew Grech dated 15 June 2026, be reinstated as a Group Member in the proceeding.
- 13. Pursuant to s 33ZF of the Act, to the extent necessary to permit their participation in the settlement of the proceeding, any Group Member referred to in paragraph 10 of these orders who previously opted out of the proceeding and who has not applied to be reinstated, be reinstated as a Group Member in the proceeding.

Distributions from the settlement sum

- 14. Pursuant to ss 33V and 33ZF of the Act, the following distributions be approved:
 - (a) \$13,500,000 (inclusive of GST) be paid by the Commonwealth to Gordon Legal for the applicants' legal costs and disbursements incurred in connection with the proceeding and for the legal costs and disbursements incurred in connection with proceeding VID982/2024 (**Appeal Proceeding**) by the applicants in that proceeding (such amount to be distributed from the Legal Costs Sum as defined



in the Settlement Deed) within 10 business days of the Appeal Period (as defined in the Settlement Deed) expiring;

- (b) a total amount not to exceed \$60,000,000 (inclusive of GST) be paid by the Commonwealth by incremental payments to the Scheme Administrator for costs fairly and reasonably incurred by it in respect of the implementation and operation of the Settlement Scheme (as provided for in cl 5.4 of the Settlement Scheme) (such amount to be distributed from the Settlement Scheme Administration Costs Sum, as defined in the Settlement Deed);
- (c) \$475,000,000 (inclusive of GST) be paid by the Commonwealth to the Scheme Administrator's interest-bearing controlled monies account within 10 business days of the date of these orders (**Compensation Sum**);
- (d) within two business days of receipt of the Compensation Sum, the Scheme Administrator is to make the following payments from the Compensation Sum (in accordance with cl 5.2 of the Settlement Scheme):
 - (1) to Omni Bridgeway (Fund 5) Lion Pty Ltd (the **Funder**), an amount of \$35,000,000 (including any applicable GST) for its funding commission, pursuant to s 33V(2) of the Act; and
 - (2) to the following persons, in the following amounts:
 - (a) \$20,000 to the first applicant;
 - (b) \$20,000 to the second applicant;
 - (c) \$20,000 to the third applicant;
 - (d) \$20,000 to the fourth applicant;
 - (e) \$20,000 to the fifth applicant;
 - (f) \$20,000 to the sixth applicant;
 - (g) \$25,000 to the first applicant in VID982/2024; and



(h) \$25,000 to the second applicant in VID982/2024

pursuant to ss 33V(2) and 33ZF of the Act for their time and out-of-pocket expenses in performing their role as representatives of Group Members in the conduct of the proceeding or the Appeal Proceeding (as applicable); and

(e) within the later of two business days of receipt of the Compensation Sum or five business days of receipt of a tax invoice from each of the Contradictors, the Scheme Administrator is to pay the amount in the tax invoices, which is not to exceed \$130,000 including GST from the Compensation Sum to the Contradictors for their costs.

15. Any amount of the Compensation Sum which remains in the Scheme Administrator's nominated interest-bearing controlled monies account at the termination of the Settlement Scheme is to be returned by the Scheme Administrator to the Commonwealth within 20 business days of the termination of the Settlement Scheme.

Reporting during the Settlement Scheme

16. Within 10 business days of the end of each calendar quarter during its appointment as Scheme Administrator, the Scheme Administrator is to provide a detailed quarterly report to the Costs Assessor and the Commonwealth (**Scheme Quarterly Report**) recording the progress of the scheme administration, and of the costs incurred, against the Current Cost Estimate set out in Annexure AG-11 to the affidavit of Andrew Grech dated 15 June 2026 (including, but not necessarily limited to, against each of the 'Phases/Workstreams' and 'Task' in the 'Detailed Summary' tab (Phases)) in respect of:

(a) the preceding calendar quarter; and

(b) cumulatively, for the entire scheme administration up to and including the preceding calendar quarter.

17. Within 10 business days of the Scheme Administrator's costs reaching 80% (being \$45,532,250 including GST) of the total estimated costs under the Current Cost Estimate (being \$56,915,312.12 including GST), the Scheme Administrator is to provide a detailed report to the Court and the parties (Scheme 80% Report) recording:



- (a) the actual progress of the scheme administration, and of the costs incurred, against the Current Cost Estimate (including with reference to the number of claims and progress through the Phases), for the entire scheme administration to the date that costs reached 80%; and
 - (b) the expected future progress of the scheme administration, and the costs likely to be incurred for the remainder of the scheme administration, including by reference to each of the Phases.
18. Upon receipt of the Scheme 80% Report, any party is at liberty to apply for the matter to be listed for a case management hearing.
19. In orders 16 to 18, 'costs incurred' means the costs recorded in the Scheme Administrator's final tax invoices (for periods in respect of which the Costs Assessor's review process is complete), and costs incurred and claimed (or to be claimed) by the Scheme Administrator but not yet reviewed by the Costs Assessor, at the time of providing the Scheme Quarterly Report or Scheme 80% Report (as the case may be).

Provision of information by Commonwealth to Scheme Administrator

20. For the purposes of carrying out the Settlement Scheme, the Commonwealth may provide the Scheme Administrator with information about Eligible Group Members as referred to in cl 9.4 of the Settlement Scheme and any other information which the Commonwealth considers is reasonably necessary for the carrying out of the Settlement Scheme.

Dismissal of the Proceeding

21. Pursuant to ss 22, 23, or 33ZF of the Act, and/or r 1.32 of the Rules, and/or the Court's implied jurisdiction and upon the date that the Settlement Scheme terminates in accordance with cl 9.2 thereof, this proceeding be dismissed:
- (a) without prejudice to:
 - (i) the right of any party to make an application to enforce the Settlement Deed in a new proceeding;



- (ii) the right of any Group Member who has opted out of the proceeding;
 - (iii) the right of the Scheme Administrator to refer any issues relating to the Settlement Scheme to the Court for direction or determination; and
- (b) with no order as to costs.

Costs

- 22. There be no order as to costs in the proceeding.
- 23. All outstanding costs orders in the proceeding are vacated.

Non-publication orders

- 24. Pursuant to s 37AF(1)(b) of the Act, on the ground that the order is necessary to prevent prejudice to the proper administration of justice, and until further order, the evidence of the applicants and the submissions of the Contradictor identified in Annexure A to these orders not be published or disclosed without the prior leave of the Court to any person other than those persons specified in Annexure A.
- 25. Pursuant to s 37AF(1)(b) of the Act, on the ground that the order is necessary to prevent prejudice to the proper administration of justice, and until further order, the evidence and submissions of the Funder identified in Annexure B to these orders not be published or disclosed without the prior leave of the Court to any person other than those persons specified in Annexure B.

Time to appeal

- 26. The time by which the respondent or the Funder must file any application for leave to appeal or any notice of appeal in respect of Order 14(d)(1) be fixed as the date that is 28 days after the delivery of written reasons.

Date orders authenticated: 25 June 2026


Registrar

Note: Entry of orders is dealt with in Rule 39.32 of the *Federal Court Rules 2011*.



Annexure A

Paragraph / Annexure	Text	Accessible by
Affidavit of Andrew Alexander Grech dated 30 April 2026		
67	The amounts specified between the words "... <i>was in the range of ...</i> " and "... <i>excluding legal costs ...</i> "	The Court, the Applicants' legal representatives, the legal representatives of the Funder and the Contradictor
70(a)	Whole subparagraph.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
71(a)	From the word after " <i>However, that process</i> " to the end of the subparagraph.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
71(b)	Whole subparagraph.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
71(c)	Whole subparagraph.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
71(d)	Between the words " <i>I considered it appropriate to apply ...</i> " and "... <i>would be likely to participate ...</i> "	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
71(e)	Between the words " <i>Each of the three elements ...</i> " and "... <i>is detailed in the confidential opinion...</i> "	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
71(f)	The whole of the second sentence.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
72	Whole paragraph.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
75	Whole of the final sentence.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
76-80	Whole paragraphs.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor



218	Between the words "... applicants made it clear ..." and "... In April 2024 ..."	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
219	Between the words " <i>At that time, and at the time of execution of the funding agreement, there was ...</i> " and " <i>... Although Gordon Legal did not ...</i> " and In the final sentence, between the words "... having regard to the scale ..." and "... of the proposed proceeding".	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
AG-7 (Confidential opinion of counsel)	Whole annexure	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
Submissions of the Contradictor dated 8 June 2026		
[69]	From the word after " <i>Mr Grech gives evidence he thought it had</i> " to the end of the sentence.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
Fn 34	Whole footnote.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
Fn 36	Whole footnote.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
Fn 37	Whole footnote.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
[216(a)]	Between the words " <i>Here, we observe that Mr Grech's evidence is that...</i> " and " <i>... and that insurance against adverse costs would be prohibitively expensive.</i> "	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor
[216(b)]	From the word after " <i>This implies GL was otherwise content to fund its own costs and the disbursements of the proceeding itself</i> " to the end of the subparagraph.	The Court, the Applicants' legal representatives, the legal representatives of the Funder, and the Contradictor



Annexure B

Paragraph / Annexure	Text	Accessible by
Confidential Affidavit of Mark Andrew Wells affirmed on 5 May 2026		
54	Whole paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
55	From the beginning of the paragraph to immediately before "(the Funding Proposal)".	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
56	Whole paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
57	Between the words "any other funders were approached." and "from page 170-177."	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
58	The whole paragraph after the words "provided OBL with the following advices and letters:".	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
59	Whole paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
60	Whole paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
61	From the words "requirement to pay adverse costs." to the end of the paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the



Paragraph / Annexure	Text	Accessible by
		Contradictor
66(c)	Whole subparagraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
66(f)	Whole subparagraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
70	Whole paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
71	From the start of the paragraph up to the words “, the Investment Committee determined”.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
73	The words between “with Gordon Legal's fees” and “This included an upfront payment”; the amount after “an upfront payment”; the words between “were estimated at”; and “(inclusive of GST).”; and the words after “(inclusive of GST).” to the end of the paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
80	Between the words “(Funding Agreement).” and “from page 226-227.”	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
82(a)(i)	The amounts specified after “professional fees in arrears of” and after “(i.e. an amount of”.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
82(a)(ii)	The amount specified after “disbursements in arrears of”.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor



Paragraph / Annexure	Text	Accessible by
82(a)(iii)	The amounts specified after “Stage 1 Cap of” and after “(ie an amount of”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
82(b)(i)	The amounts specified after “professional fees in arrears of” and after “(i.e. an amount of”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
82(b)(ii)	The amounts specified after “Stage 1 Cap plus” and after “(i.e. an amount of”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
86	Between the words “as the Funding Agreement.” and “from page 290-601.”	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
87	Between the words “the Funding Agreement.” and “from page 602-653.”	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
88	Between the words “Litigation Funding Agreement was” and “, who did so”; and between the words “appellant in VID982/2024.” and “from page 654-705.”	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
89	The whole of the table save for the final three rows.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
91	The whole of the table save for the final three rows.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
97	Between the words “group member registration process.” and “from page 708”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the



Paragraph / Annexure	Text	Accessible by
		Contradictor
107	The words specified between “and” and “ , at one stage a prospective appellant”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
113	Between the words “risks assumed by the Funder” and “to enable OBL to consider”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
114	Whole paragraph.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
Confidential Exhibit MAW-1		
MAW-1, pages 160–223	Whole of the exhibit at those pages.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
MAW-1, page 225	Whole of the exhibit at that page.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
MAW-1, page 654	The words in the boxes next to “Title”, “First Name”, “Middle Name”, “Last Name” and “Email Address”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
MAW-1, page 655	The words in the box next to “Full name of individual”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
MAW-1, page 656	The signature in the box next to “Signature” and the words in the box next to “Print Name”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
MAW-1, pages	Whole of the exhibit at those pages.	The Court, the Applicants’



Paragraph / Annexure	Text	Accessible by
706–710		legal representatives, the Funder’s legal representatives and the Contradictor
Funder’s Outline of Submissions dated 7 May 2026		
17	From the words after “proposed litigation,” to the end of the paragraph.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
18	The whole paragraph.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
22	The whole of the table save for the final three rows.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
23(a)(i)	The amounts specified after “total payment of”, after “comprising”; and after “for Gordon Legal’s professional fees and”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
23(a)(ii)	The amount specified after “a payment of”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
23(a)(iii)(A)	The amount specified after “Stage 1 Cap of”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor
23(a)(iii)(B)	The amount specified after “Stage 2 Cap of”.	The Court, the Applicants’ legal representatives, the Funder’s legal representatives and the Contradictor



Paragraph / Annexure	Text	Accessible by
25	The whole of the table save for the final three rows.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
29(a)	Between the words "and with" and "(at the time a prospective applicant".	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
37(c)(ii)	The words after "Stage 1 was successful" and before "and a deferred premium", and the words after "if Stage 2 was successful".	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
62	From the words "regard to its scale," to the end of the paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
Fn 39	From the word after "the settlement approval orders" to the end of the footnote.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
Funder's Outline of Reply Submissions dated 17 June 2026		
31(c)	Between the words "for group members." and "The Contradictor accepts".	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
50	From the word after "material risks," to the end of the paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor
54	From the word after "Gordon Legal's advice" to the end of the paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor



Paragraph / Annexure	Text	Accessible by
55	Whole paragraph.	The Court, the Applicants' legal representatives, the Funder's legal representatives and the Contradictor



Schedule

No: VID1252/2019

Federal Court of Australia
District Registry: Victoria Registry
Division: General

Second Applicant	ELYANE PORTER
Third Applicant	STEVEN FRITZE
Fourth Applicant	FELICITY BUTTON
Fifth Applicant	SHANNON THIEL
Sixth Applicant	DEVON COLLINS