

Annexure A – Redacted Settlement Notice

FEDERAL COURT OF AUSTRALIA

NOTICE OF PROPOSED SETTLEMENT

Equity Financial Planners Pty Limited v AMP Financial Planning Pty Limited
(VID 498 of 2020) (AMPFP BOLR Class Action)

PLEASE READ THIS NOTICE CAREFULLY

This notice is provided pursuant to orders made by the Federal Court of Australia to inform you about: (1) the proposed settlement of the claims against AMP Financial Planning Pty Ltd in the AMPFP BOLR Class Action; and (2) your right to object to the proposed settlement.

You should read this notice carefully, as your legal rights may be affected by the proposed settlement. If there is anything in this notice that you do not understand, you should seek independent legal advice. You should not contact the Federal Court of Australia.

If you are viewing a redacted version of this Notice you may provide an undertaking in accordance with Annexure B to this Notice and receive an unredacted copy of this Notice. You may also provide an undertaking to receive access to the Settlement Deed and the Settlement Distribution Scheme, as noted in Part B of this Notice.

A. Background

1. The AMPFP BOLR Class Action is a representative claim made by Equity Financial Planners Pty Limited (**Applicant**) against AMP Financial Planning Pty Limited (**AMPFP**).
2. The Applicant makes the claim on its own behalf and on behalf of certain AMP Financial Planning practices (**Group Members**).
3. The Group Members are all persons who, as at 8 August 2019:
 - a. were a party to an Authorised Representative Agreement with AMPFP and were named as the Practice in that Authorised Representative Agreement; and

- b. had not received a confirmed exercise date for the purposes of the Buyer of Last Resort Policy (**BOLR Policy**) of 8 August 2019 or earlier;
 - c. did not opt-out of the AMPFP BOLR Class Action before 28 January 2022 (or did so and was granted leave to withdraw their opt-out notice), or have not otherwise been permitted to opt-out by order of the Federal Court of Australia.
4. The Applicant's solicitors are Corrs Chambers Westgarth (**Corrs**).
 5. A litigation funder, Augusta Pool 523 Limited (**Funder**), has funded, and continues to fund, the Applicant's claims, pursuant to a litigation funding agreement. The Funder has also agreed to fund the individual claims of many of the Group Members pursuant to litigation funding agreements with them.
 6. The AMPFP BOLR Class Action relates to changes which AMPFP purported to make to the BOLR Policy on 8 August 2019. The BOLR Policy formed part of the Authorised Representative Agreements between AMPFP and the Group Members.
 7. Under the BOLR Policy, eligible practices were entitled to be paid a benefit upon exiting the AMPFP network which was to be calculated by reference to a multiple of their annual ongoing revenue.
 8. On 8 August 2019, AMPFP purported to reduce the multiple, effective immediately, from 4 to 2.5 in respect of all revenue other than grandfathered revenue, and from 4 to 1.42 (reducing to zero by 1 January 2021 on a glide path at the rate of 0.08 per month) in respect of grandfathered revenue.
 9. The Applicant alleges that the changes AMPFP purported to make to the multiple were ineffective. On that basis, the Applicant contends that Group Members who completed the BOLR process after 8 August 2019 and received a payout from AMPFP that was calculated using a multiple of less than 4x have been short-paid, and are entitled to damages in contract for the amount of the shortfall, plus interest. The Applicant also alleges that AMPFP's conduct in connection with the purported BOLR changes was misleading or deceptive and/or unconscionable in contravention of the *Australian Consumer Law* (**ACL**).
 10. Additionally, the Applicant alleges that Group Members who, following AMPFP's announcement of the changes, decided not to apply for a BOLR benefit, or to withdraw an application they had lodged before the announcement, and would not have done so had AMPFP not purported to make the changes, are entitled to compensation for

damage they suffered because of AMPFP's conduct, on the basis that it was misleading or deceptive and/or unconscionable in contravention of the ACL.

11. AMPFP denies that the changes to the BOLR Policy it purported to make are invalid. It also denies that it engaged in any conduct which contravened the *Australian Consumer Law*. Further, AMPFP says that, even if its purported changes are invalid, some Group Members have signed releases in favour of AMPFP which operate to release AMPFP from any liability to those Group Members for their claims against AMPFP in the AMPFP BOLR Class Action.
12. WealthStone Pty Limited (**Sample Claimant**) is a Group Member who signed a release in favour of AMPFP, and made a sample claim against AMPFP as part of the AMPFP BOLR Class Action. The Sample Claimant contended that the release it gave to AMPFP was void because it was an unfair term within the meaning of the ACL, or because AMPFP acted unconscionably in procuring it. Alternatively, the Sample Claimant asserted that the release did not operate to release AMPFP from liability to the Sample Claimant.
13. The Federal Court of Australia (**Court**) heard the (individual and representative) claims of the Applicant and the Sample Claimant on 10-14, and 17-21 October, and 2-4, 7-11, 25, and 28-29 November 2022.
14. On 5 July 2023, the Court published an initial judgment ([2023] FCA 741) and, on 29 August 2023, the Court published a further judgment ([2023] FCA 1033) and Orders, including answers to common questions affecting the claims of the Applicant and the Group Members.
15. The Court found that:
 - a. the changes to the multiple which AMPFP had purported to make on 8 August 2019 were not valid; and
 - b. the release which the Sample Claimant had provided to AMPFP was void to the extent it precluded the Sample Claimant's claims in this case against AMPFP, because AMPFP had engaged in unconscionable conduct.
16. The Court ordered AMPFP to pay damages to the Applicant of \$814,944.76, plus interest of \$151,138.42, and damages to the Sample Claimant of \$115,533.51, plus interest of \$17,177.84. AMPFP paid those amounts (**EFP and WealthStone Judgment Amounts**) on 26 September 2023.

17. The Court did not rule on the Applicant's claims that AMPFP engaged in misleading or deceptive conduct or unconscionable conduct, but instead decided to defer consideration of those matters to a later date, if necessary.
18. On 26 September 2023, AMPFP filed an appeal in respect of the judgments described in paragraph 14 above. It contends that the Trial Judge erred in making the findings in paragraph 15 above.
19. On 18 October 2023, the Applicant filed a cross-appeal and Notice of Contention, contending that the Court erred in not finding that the Applicant's claim was valid on other grounds.¹

B. Summary of the Proposed Settlement

20. On 23 November 2023, the Applicant, on its own behalf, and on behalf of the Group Members, reached, subject to the Court's approval, an agreement with AMPFP to settle the claims in the class action for \$100 million (**Settlement Sum**), inclusive of all legal costs, disbursements, interest and funding commissions.
21. On 20 March 2024, the Applicant, AMPFP, the Funder and Corrs entered into a deed of settlement (**Settlement Deed**) recording the settlement terms (the **Proposed Settlement**). You may provide an undertaking in accordance with Annexure B to this Notice to receive a copy of the Settlement Deed.
22. The Proposed Settlement is not effective unless and until it is approved by the Court. The Court will not approve the Proposed Settlement unless it is satisfied that it is fair and reasonable having regard to the claims made on behalf of the Group Members who will be bound by the Proposed Settlement.
23. The Applicant intends to ask the Court to approve the Proposed Settlement at the hearing commencing at 10.15am on 29 August 2024 (**Settlement Approval Hearing**).
24. If the Proposed Settlement is approved by the Court, the Settlement Sum will be distributed according to a Settlement Distribution Scheme (**Distribution Scheme**). You may provide an undertaking in accordance with Annexure B to this Notice to receive a copy of the Distribution Scheme.
25. The Applicant will ask the Court to appoint a third party administrator (**Administrator**) to administer the proposed Distribution Scheme. The Court will consider the proposed

¹ A copy of the Notice of Appeal, Notice of Contention and the Notice of Cross Appeal are located [here](#).

Distribution Scheme when considering whether to approve the Proposed Settlement. Further information about how the Settlement Sum is to be distributed is contained in section E below.

C. Rights available to Group Members

26. If you wish to object to the Proposed Settlement, you must submit a 'Notice of Objection to Proposed Settlement' (**Notice of Objection**), which is Annexure C to this Notice, by 22 May 2024. If you submit a Notice of Objection, your notice will be provided to the Court. You and/or a legal representative may also attend the hearing of the Applicant's application for an order approving the Proposed Settlement to give oral reasons as to why you contend the Court should not approve the Proposed Settlement.
27. If you do not wish to object to the Proposed Settlement, then no further action is required. If the Proposed Settlement is approved by the Court, you will be entitled to receive your share of the Settlement Sum (if any) in accordance with the Distribution Scheme.

D. Further information about the Proposed Settlement

Settlement Deed

28. The Proposed Settlement is recorded in the Settlement Deed. The Settlement Deed provides that:
 - a. The Applicant must promptly apply to the Court for an order, under section 33V of the *Federal Court of Australia Act*, approving the Proposed Settlement on the terms set out in the Settlement Deed;
 - b. If the Proposed Settlement is approved, AMPFP must pay the Settlement Sum² into an interest bearing holding account for distribution in accordance with the Settlement Deed;
 - c. Upon payment of the Settlement Sum, the Applicant, on its own behalf, and on behalf of each Group Member, releases and discharges AMPFP, and its present and former directors, officers, employees, partners, servants, contractors and agents (**Related Parties**), from:

² The EFP and WealthStone Judgment Amounts form part of the Settlement Sum.

- i. the claims made by the Applicant and any Group Member in the AMPFP BOLR Class Action;
- ii. any other claim by the Applicant or any Group Member which is in respect of, or arises out of, the same or related circumstances to those raised in the AMPFP BOLR Class Action;
- iii. any claim that the Applicant or any Group Member could have raised in the AMPFP BOLR Class Action relating to, or arising out of, or in respect of (either directly or indirectly):
 - A. the matters the subject of the AMPFP BOLR Class Action, or any part of it, or which are raised in the AMPFP BOLR Class Action, or which are in respect of, or arise out of, the same or related circumstances to those raised in the AMPFP BOLR Class Action;
 - B. anything related to the AMPFP BOLR Class Action, including any damage, loss, cost or expense suffered as a result of the matters the subject of the AMPFP BOLR Class Action or any part of the AMPFP BOLR Class Action or which are raised in the AMPFP BOLR Class Action.
- d. AMPFP releases the Applicant and each Group Member (the **Claimants**), together with their Related Parties, who entered into either a Buy-Back Agreement, Institutional Release or Settlement Deed (as each of those terms were defined in the Amended Defence) from any claim which AMPFP might have relating to, or arising out of, or in respect of, those Group Members' obligations pleaded in paragraph 100A and Schedule 3 of the Amended Defence filed by AMPFP in the AMPFP BOLR Class Action.³
- e. AMPFP releases the Claimants, together with their Related Parties, from all Claims which AMPFP has or may have against any of them because of the fact that a Claimant:
 - i. was a Claimant in the AMPFP BOLR Class Action;

³ A copy of the Amended Defence, along with the other pleadings, is located [here](#).

- ii receives any distribution of the Settlement Sum in the AMPFP BOLR Class Action in circumstances where the Claimant had previously agreed:
 - A. not to participate in the AMPFP BOLR Class Action or the distribution of the Settlement Sum; and/or
 - B. to repay or indemnify AMPFP if it received a distribution from the Settlement Sum in the AMPFP BOLR Class Action (other than any agreement to repay any existing debt owing by the Claimant or its Related Parties).
- f. The Applicant must prepare a Distribution Scheme.
- g. The Administrator is to distribute the Settlement Sum in accordance with the Distribution Scheme.
- h. If, after the Settlement Deed has been executed, the Court allows an existing Group Member to opt out of the AMPFP BOLR Class Action (and if that development does not entitle AMPFP to terminate the Settlement Deed or if AMPFP elects not to do so), the parties agree that the Settlement Sum is to be reduced by an amount equal to the amount that the Administrator determines would have been distributed to such Group Member or Group Members pursuant to the Distribution Scheme had they remained Group Members.
- i. The Applicant is not to make any public statement about the terms recorded in the Settlement Deed, except with AMPFP's consent, or except for the purpose of preparing or providing to the Court evidence in support of its application for approval of the Proposed Settlement, or if another exception provided for in the Settlement Deed applies.
- j. The Applicant and Group Members are not entitled to seek any costs from AMPFP, including their legal costs and the costs of administering the settlement. AMPFP is not entitled to seek any costs from the Applicant or the Group Members, including its legal costs.

Deductions from the Settlement Sum

29. Subject to the Court's approval, the following amounts will be deducted from the Settlement Sum.

Funder's Entitlements

30. The Funder's entitlements under the litigation funding agreements it has entered into with the Applicant and many of the Group Members (**Funder's Entitlements**) will be deducted from the Settlement Sum.
31. Under the litigation funding agreements, the Applicant and those Group Members are obliged to pay the Funder an amount equal to:
 - a. the Project Costs (as that expression is defined in the agreements); and
 - b. the Augusta Commission (as that expression is defined in the agreements).
32. The amount of each of these items is set out below.

Project Costs

33. The Project Costs include the Applicant's reasonable legal costs and disbursements associated with the AMPFP BOLR Class Action (including investigations before commencing the proceedings and the mediation), the adverse costs insurance premiums, the additional premiums in respect of adverse costs insurance for the appeal proceeding, the costs involved in the provision of any security for costs including the costs of obtaining deeds of indemnity, any adverse costs order, and administrative fees charged by the Funder.
34. The Applicant's legal costs and disbursements will be assessed by an independent costs assessor. They must be approved by the Court as reasonable before they can be deducted.
35. The Applicant's actual legal costs and disbursements as at 31 March 2024 are approximately \$11,890,463.04 (including GST), of which \$11,343,317.94 has been (or will be) paid by the Funder. This amount includes the costs of the barristers, the costs of obtaining expert evidence, and disbursements, such as hearing fees and technology costs.
36. The Upfront Adverse Costs Premium was \$2,067,724.96, and the Deferred Premium is \$2,067,724.96. The additional premium paid in respect of adverse costs insurance for the appeal proceeding is \$67,200.00, and the deferred premium is \$184,800. The funder has agreed not to seek reimbursement of the deferred premiums and instead will pay this amount from the Augusta Commission.

37. The costs involved in the provision of security for costs including the costs of obtaining deeds of indemnity were \$360,259.96.
38. The Funder paid one adverse costs order in relation to a subpoena, in the amount of \$58,500.00.
39. As at 15 April 2024, the administrative fees charged by the Funder were \$567,355.
40. If the Court is satisfied that the Applicant's legal costs are reasonable, the Project Costs (ie, the total of the above amounts) are approximately \$16,716,882.72, however the Funder has agreed not to seek reimbursement of the deferred adverse costs premium meaning the total amount proposed to be deducted from the Resolution Sum for Project Costs is \$14,464,357.76.

Augusta Commission

41. Subject to one proviso, the Augusta Commission, calculated pursuant to the litigation funding agreements, is \$28,504,544.60. The proviso is that the Augusta Commission may not exceed an amount that the Court determines to be fair and reasonable in all of the circumstances.

Total of the Funder's Entitlements

42. It is not possible, at this stage, to state the total of the Funder's Entitlements. The total amount depends on, amongst other matters, the Court's assessment of the reasonableness of the Applicant's legal costs and disbursements, and the Court's assessment of the Augusta Commission. However, assuming the Court is satisfied that the Applicant's legal costs and disbursements are reasonable, and that the Court considers the Augusta Commission to be fair and reasonable in all of the circumstances, then the total of the Funder's Entitlements would be approximately \$42,968,902.36 (noting that the Funder has agreed not to seek reimbursement of the deferred adverse costs premiums as part of the Project Costs payable to it under the litigation funding agreements).
43. As explained in section F below, the Applicant intends to bring an application which may result in Group Members who have not entered into a litigation funding agreement being ordered to pay a portion of the Funder's Entitlements.

Reimbursement payments to the Applicant and the Sample Claimant

44. It is proposed that payments be deducted from the Settlement Sum and paid to the practice principals of the Applicant (Kylie Braschey and Leanne Scott) and the Sample Claimant (Michael Finch) to compensate them for their time and effort in advancing the claims of the Group Members. The proposed amounts are \$30,000 each for Ms Braschey and Ms Scott and \$20,000 for Mr Finch.

Costs of the Administrator, independent barrister and independent senior counsel

45. As noted above, an Administrator will be responsible for administering the Distribution Scheme. The Administrator's costs of administering the Distribution Scheme are to be deducted from the Settlement Sum.
46. As explained below, an Independent Barrister will be involved in assessing aspects of the claims of some Group Members who claim they are entitled to compensation for misleading or deceptive conduct and/or unconscionable conduct. The Independent Barrister's costs of undertaking those assessments will be deducted from the Settlement Sum.
47. Also as explained below, the Settlement Distribution Scheme allows for a Group Member to appeal the assessment made in relation to their claim, to an Independent Senior Counsel. The Independent Senior Counsel's costs associated with those appeals will be deducted from the Settlement Sum.
48. It is estimated that the Administrator's costs, the Independent Barrister's Costs, and the Independent Senior Counsel's costs will, collectively, be in the order of \$1,006,000.

Applicant's Unpaid Legal Costs

49. The part of the Applicant's actual legal costs and disbursements which is not payable by the funder will be deducted from the Settlement Sum. This amount is \$547,145.20.

Applicant's Future Legal Costs

50. Further legal costs will be incurred in relation to the future conduct of the Settlement Approval Hearing, the Proceeding and the implementation of the Distribution Scheme. Those costs are estimated to be around \$565,000 (excluding GST).

Independent costs assessor's costs and Contradictor's costs

51. The costs of the independent costs assessor in assessing the Applicant's reasonable legal costs will be deducted from the Settlement Sum. Those costs are estimated to be no higher than \$50,000. As explained below, a Contradictor will appear at the Settlement Approval Hearing. The Contradictor's costs will also be deducted from the Settlement Sum.

The balance of the Settlement Sum

52. After the deductions outlined above, the balance of the Settlement Sum will be distributed to Group Members in accordance with the Distribution Scheme (if approved). The key features of the Distribution Scheme are described below.

E. Further information about the Distribution Scheme

General principles

53. The Administrator will invite all Group Members to seek to participate in the Distribution Scheme, and to provide certain information for that purpose. The Administrator will then assess the claims of all such Group Members and determine the value of each claim on the assumption it would have succeeded (**Gross Value**).
54. The approach to calculating the Gross Value of Group Member's claims is intended to reflect the approach the Court would have likely adopted in valuing those claims.
55. Interest will be added to the Gross Value of each Group Member's claim.
56. Discounts will then be applied to the Gross Value (and interest) of the claims, reflecting an assessment of the risks involved in pursuing them. Those discounts are described below. Different discounts apply to different cohorts of Group Members to reflect the legal strengths and weaknesses of the claims of each cohort.
57. For the purpose of determining the Gross Value of Group Members' claims and the applicable discounts, Group Members will be categorised into one of two categories:
- a. **Group 1 Members** – Group Members who have been paid a benefit under a BOLR Policy; and
 - b. **Group 2 Members** – all other Group Members.

Group 1

58. All Group 1 Members will be entitled to participate in the Distribution Scheme.
59. The Gross Value of a Group 1 Member's claim will be calculated by the Administrator as:
- a. the amount that the Group 1 Member should have received under the BOLR Policy based on the judgment of Justice Moshinsky (ie, the multiple set out below for Grandfathered Commission and 4x for all other revenue);
- minus*
- b. the amount of the benefit that the Group 1 Member actually received under the BOLR Policy.
60. In calculating the amount that the Group 1 Member should have received under the BOLR Policy, the multiple to be applied to Grandfathered Commission is:

Exercise date	Multiple
On or before 31 December 2019	4x
On or after 1 January 2020	In accordance with the glide path multiples applicable to Grandfathered Commission announced by AMPFP on 8 August 2019.

61. Interest will then be added to the Gross Value of each Group 1 Member's claim.

62.

Group 2

63. Group 2 Members will be entitled to participate in the Distribution Scheme if, by the due date set out in the Distribution Scheme they provide, or a representative authorised by them to do so provides, a Statutory Declaration to the Administrator stating that, had it not been for AMPFP's alleged misleading or deceptive conduct in relation to the changes to the BOLR Policy on 8 August 2019, they would have:
- a. lodged and completed a BOLR application; or

b. completed (and not withdrawn) a BOLR application which they did lodge.

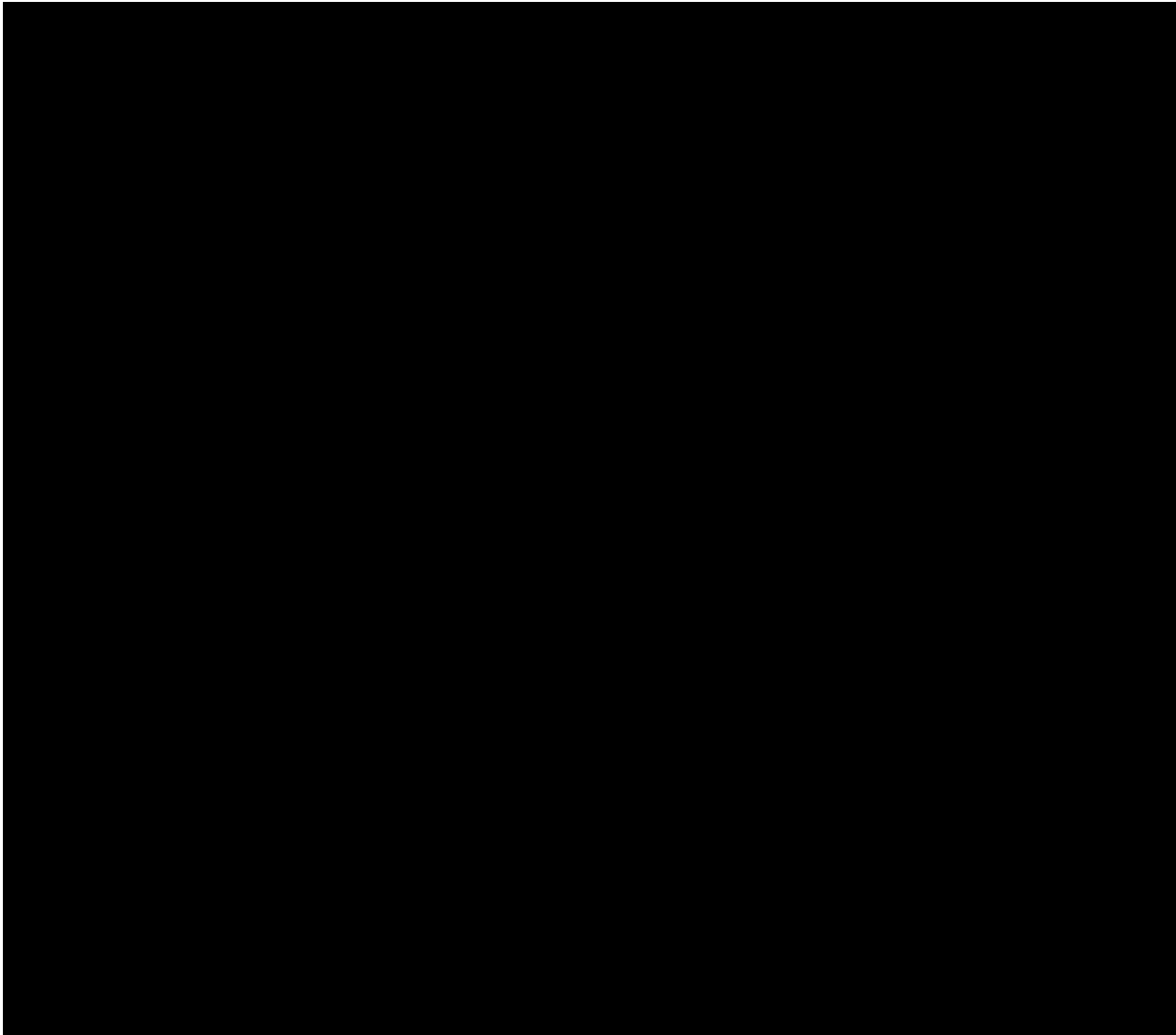
64. The Statutory Declaration must also state:

a. the date when the Group 2 Member lodged, or would have lodged, a BOLR application (**Intended Application Date**);

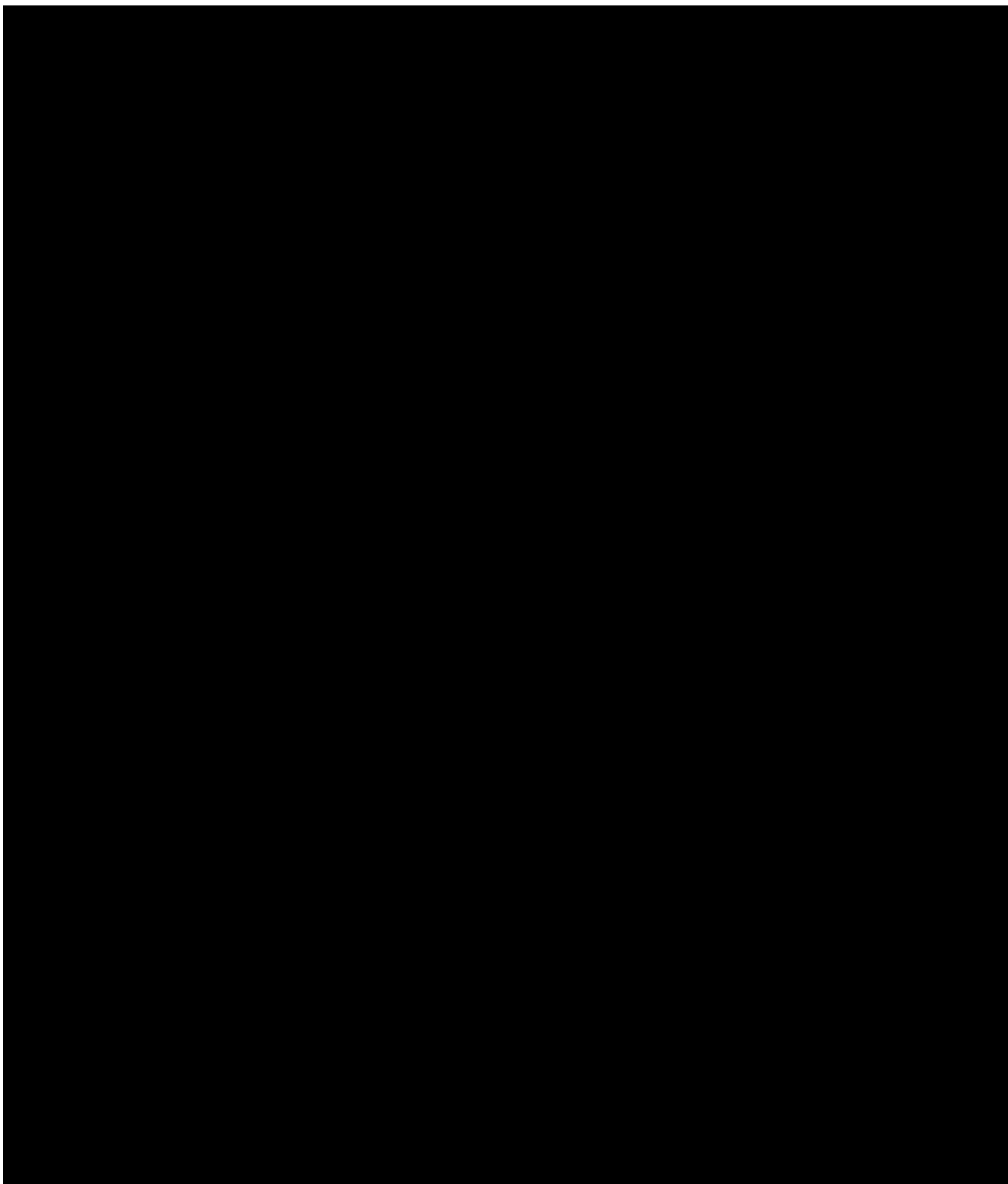
b. if the Intended Application Date was before 1 January 2020, whether the Group 2 Member would have sought a reduced notice period of 6 months on the basis of a willingness to accept a discount to their register value or due to the Group 2 Member's Tenure (being the period of time for which the Group 2 Member was appointed as an Authorised Representative of AMPFP, as provided for in the BOLR Policy), and if so, the Tenure the Group 2 Member would have had by their Exercise Date.

65. Group 2 Members who do not provide the required Statutory Declaration are not entitled to participate in the Distribution Scheme.

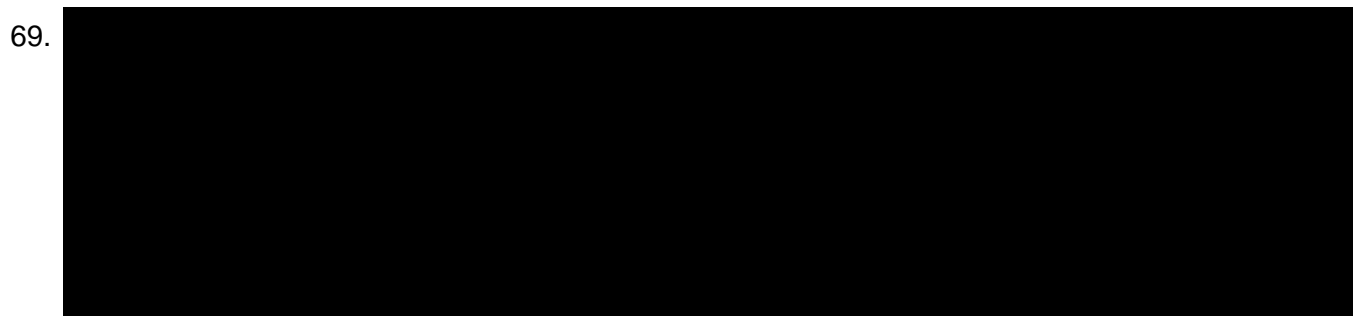
66.



67.



68. Interest will then be added to the Gross Value of each Group 2 Member's claim.



69.

70.

71.

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73.

Claim Value

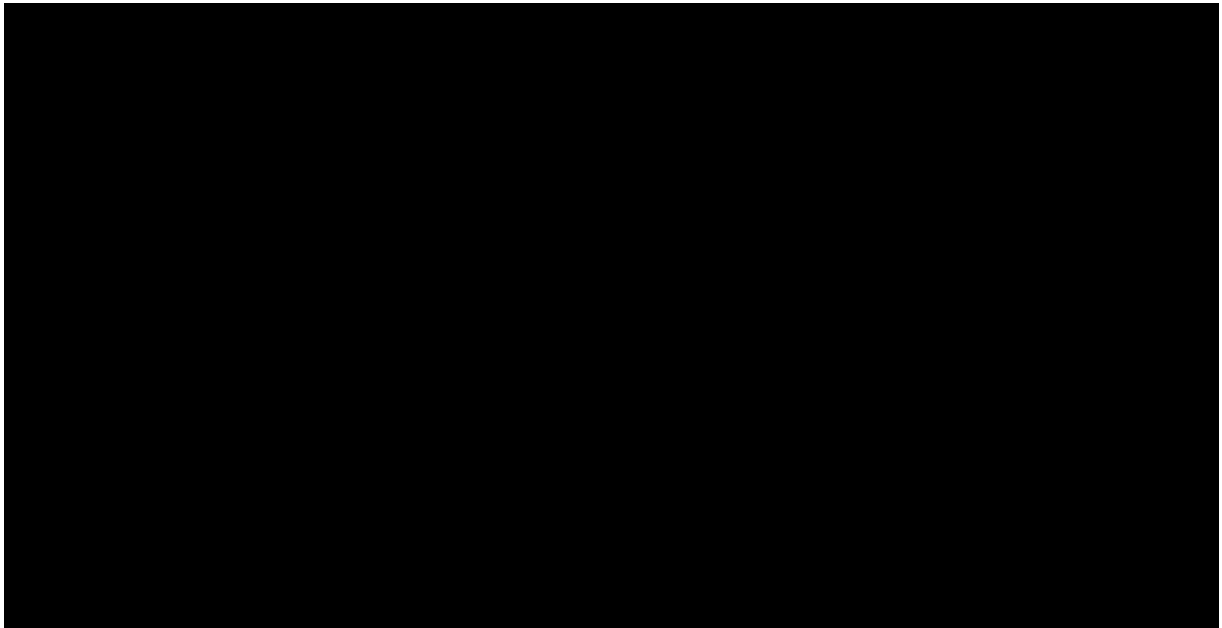
74. After calculating the Gross Value of each Group Member's claim, adding interest and then applying any applicable discounts, the resulting amount is the Group Member's Claim Value.

Examples

75. Worked examples of how the Gross Value and Claim Value of the claims of Group Members will be calculated appears in **Annexure A** to this Notice.

Settlement Payment

- 76.



Appeals

77. The Distribution Scheme allows for a Group Member to appeal the assessment made by the Administrator of the Claim Value and/or the Independent Barrister [REDACTED] [REDACTED] to an Independent Senior Counsel. That process will require the Group Member to pay a deposit of \$10,000 (excluding GST) toward the cost of that process. That deposit will be forfeited if the appeal is unsuccessful, or refunded if the appeal is successful.

F. Funding Application

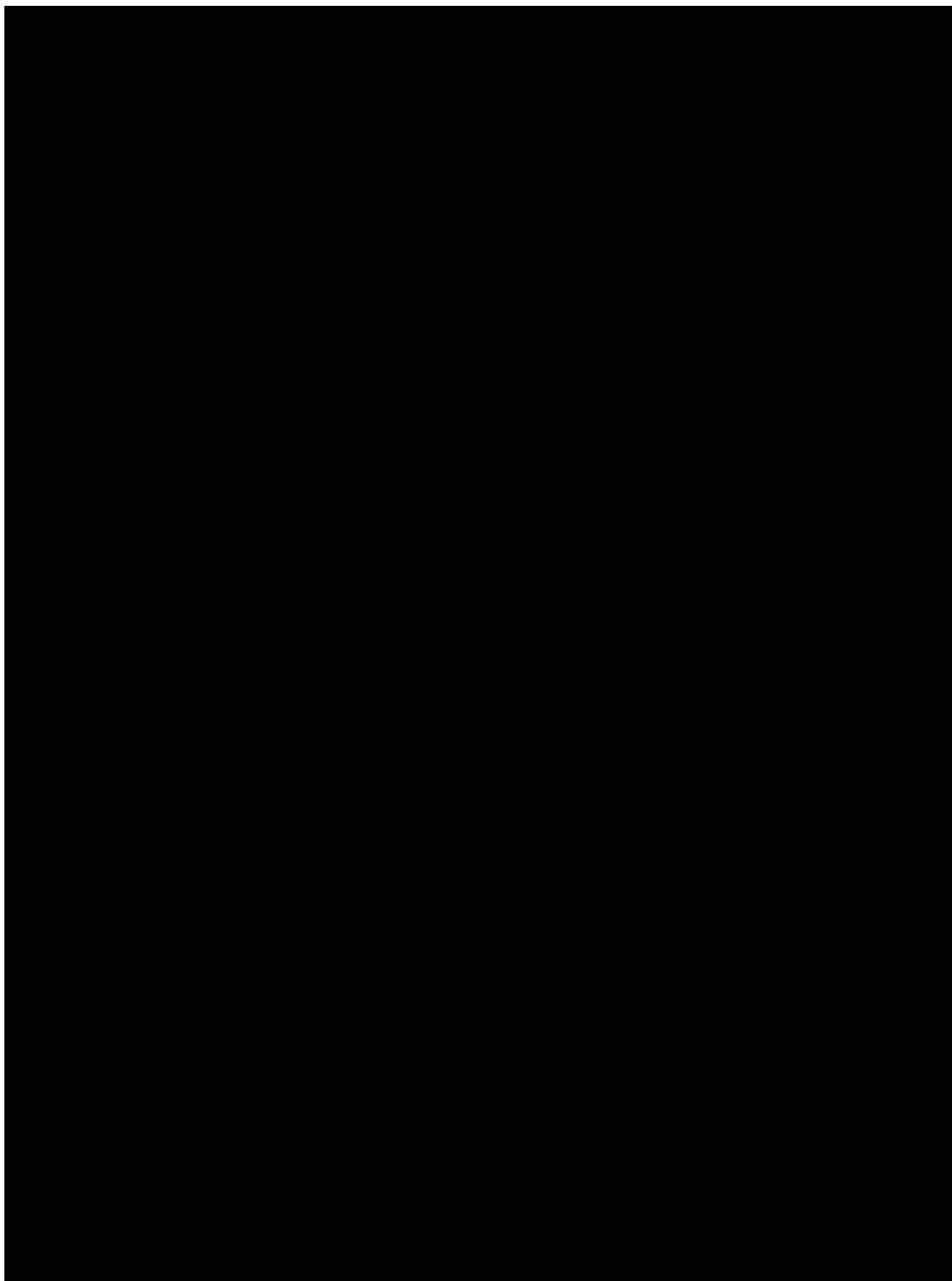
78. For the purposes of the AMPFP BOLR Class Action, the Funder has:

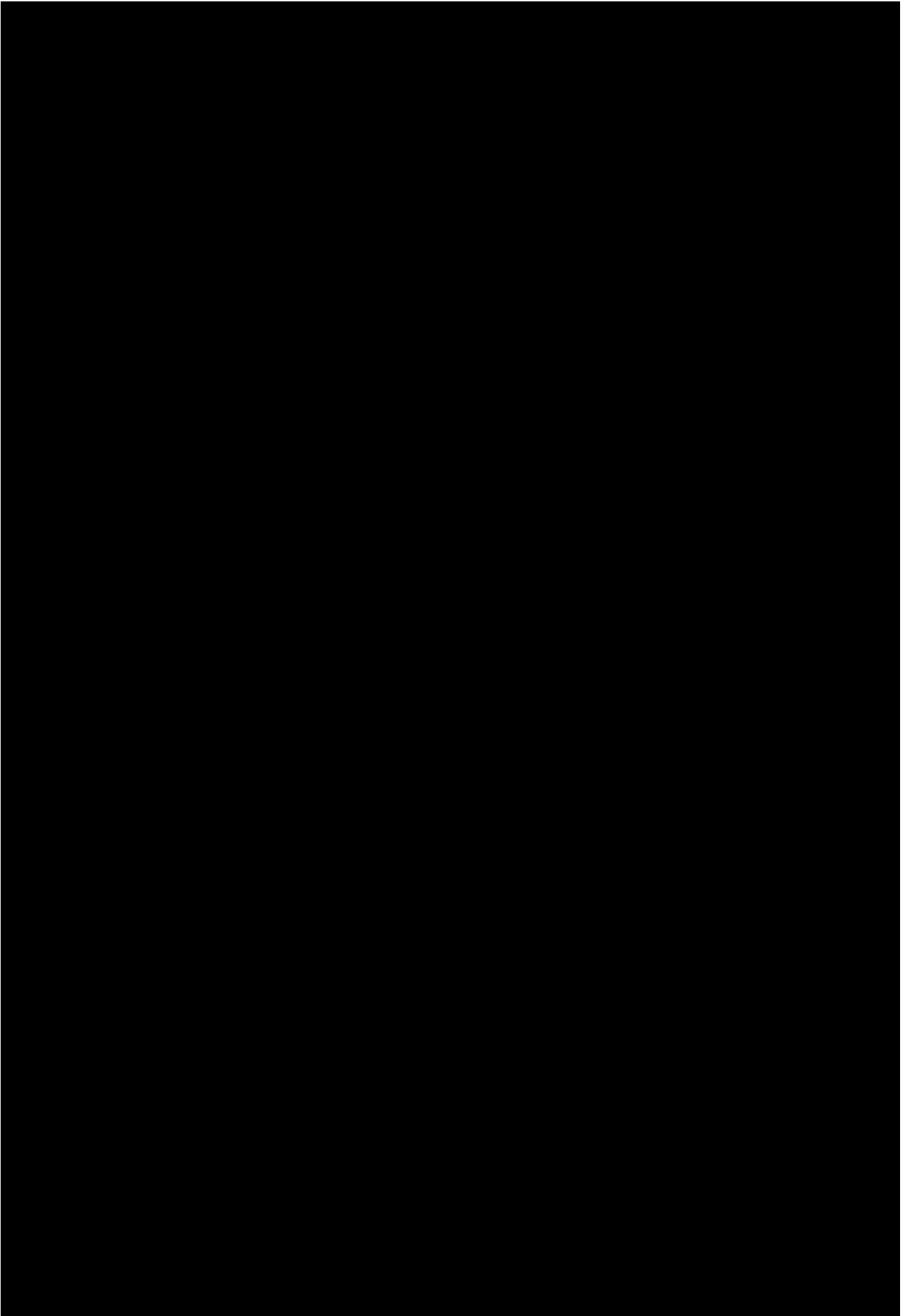
- a. paid (or will pay) approximately \$16,716,882.72 in Project Costs, including \$11,343,317.94 in legal fees and disbursements (but as noted above, has agreed not to seek reimbursement of the deferred adverse costs premium such that the total Project Costs it seeks be paid to it is in the amount of \$14,464,357.76); and
 - b. given an indemnity to the Applicant to protect it against any adverse costs order made against it.
79. As noted in paragraph 5 above, the Applicant and most of the Group Members have entered into litigation funding agreements with the Funder under which the Funder is entitled to recover the Funder's Entitlements.
80. Group Members who have not entered into a litigation funding agreement with the Funder do not presently have an obligation to contribute to the Funder's Entitlements.
81. The Applicant intends to apply to the Court for a funding equalisation order. This order seeks to spread the cost of the Funder's Entitlements equally across all Group Members. It does so by reducing each Group Member's entitlement to share in the Settlement Sum by a proportionate share of the Funder's Entitlements, regardless of whether they have entered into a litigation funding agreement with the Funder or not.
82. The effect of this order would not increase the amount paid to the Funder. Instead, it would distribute the contribution to the Funder in equal proportion among all eligible Group Members, so that all Group Members proportionately share in the payment of the Funder's Entitlements.
83. The Court will be asked to approve the funding equalisation order at the hearing commencing at 10:15am on 29 August 2024.

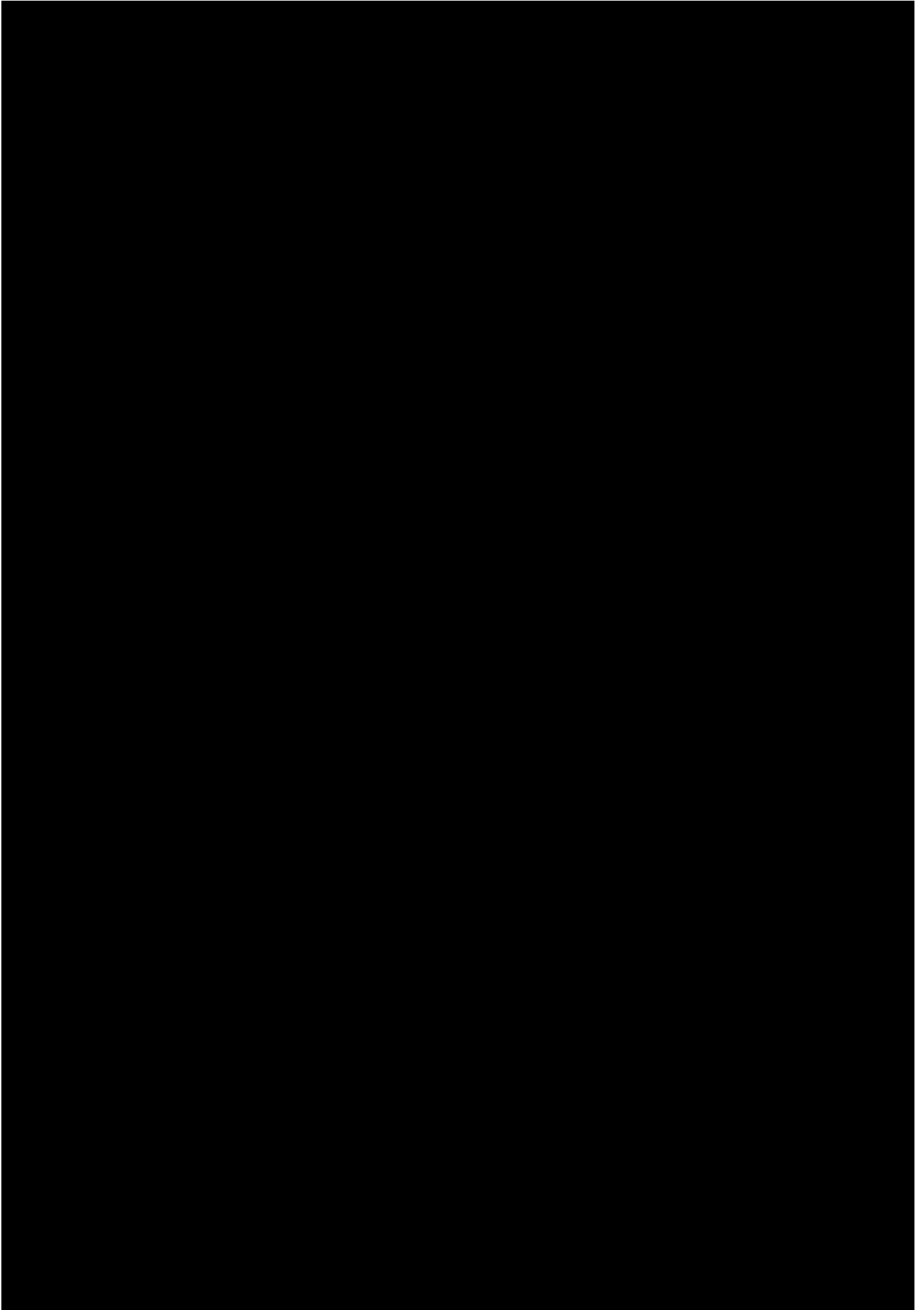
G. Contradictor

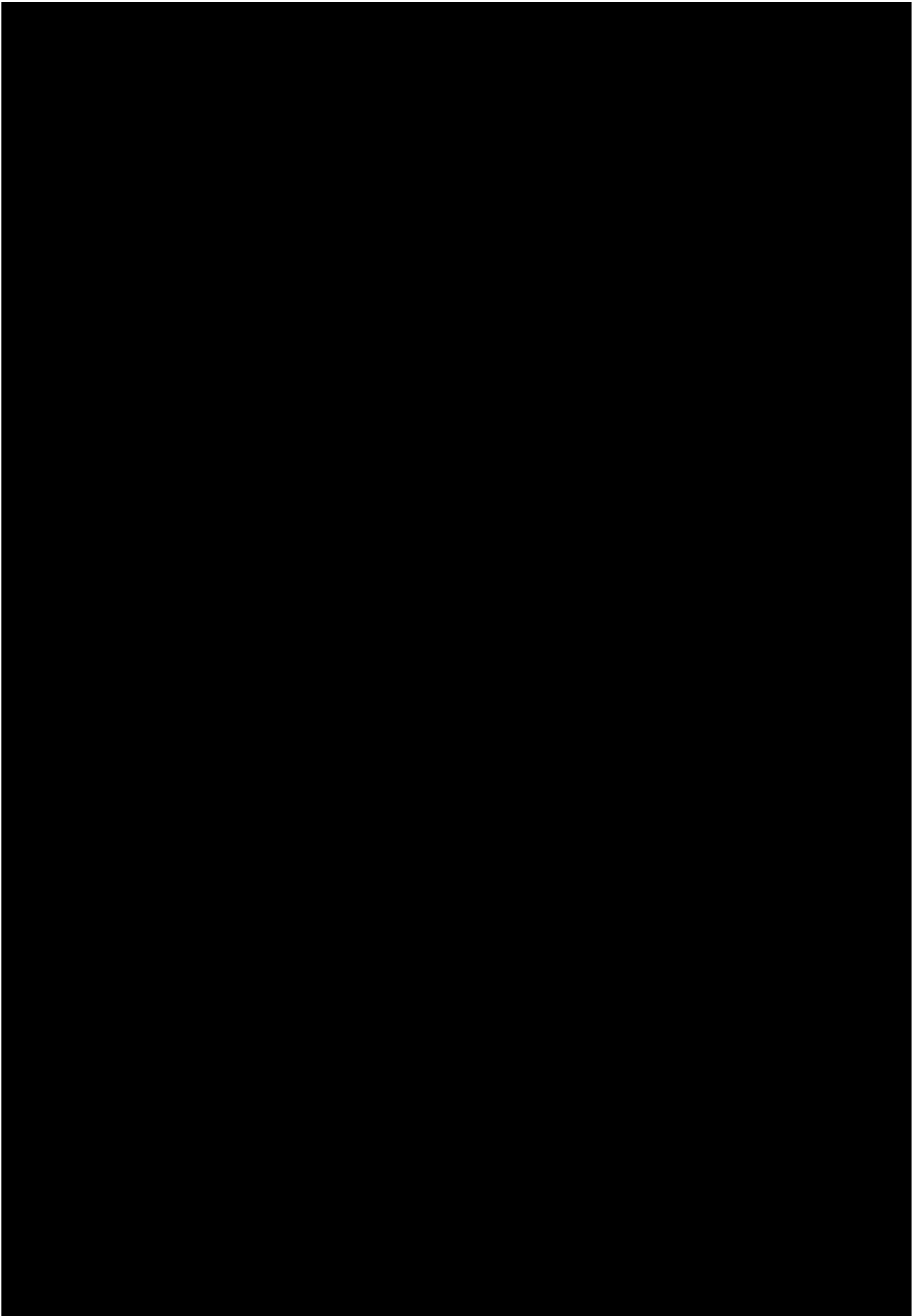
84. The Court will also appoint an experienced barrister to act as a Contradictor at the Settlement Approval Hearing. The Contradictor is independent of the parties, whose role is to assist the Court in scrutinising the Proposed Settlement to ensure that it is fair and reasonable in all the circumstances.

Annexure A to the Settlement Notice – Worked examples of Gross Value calculations

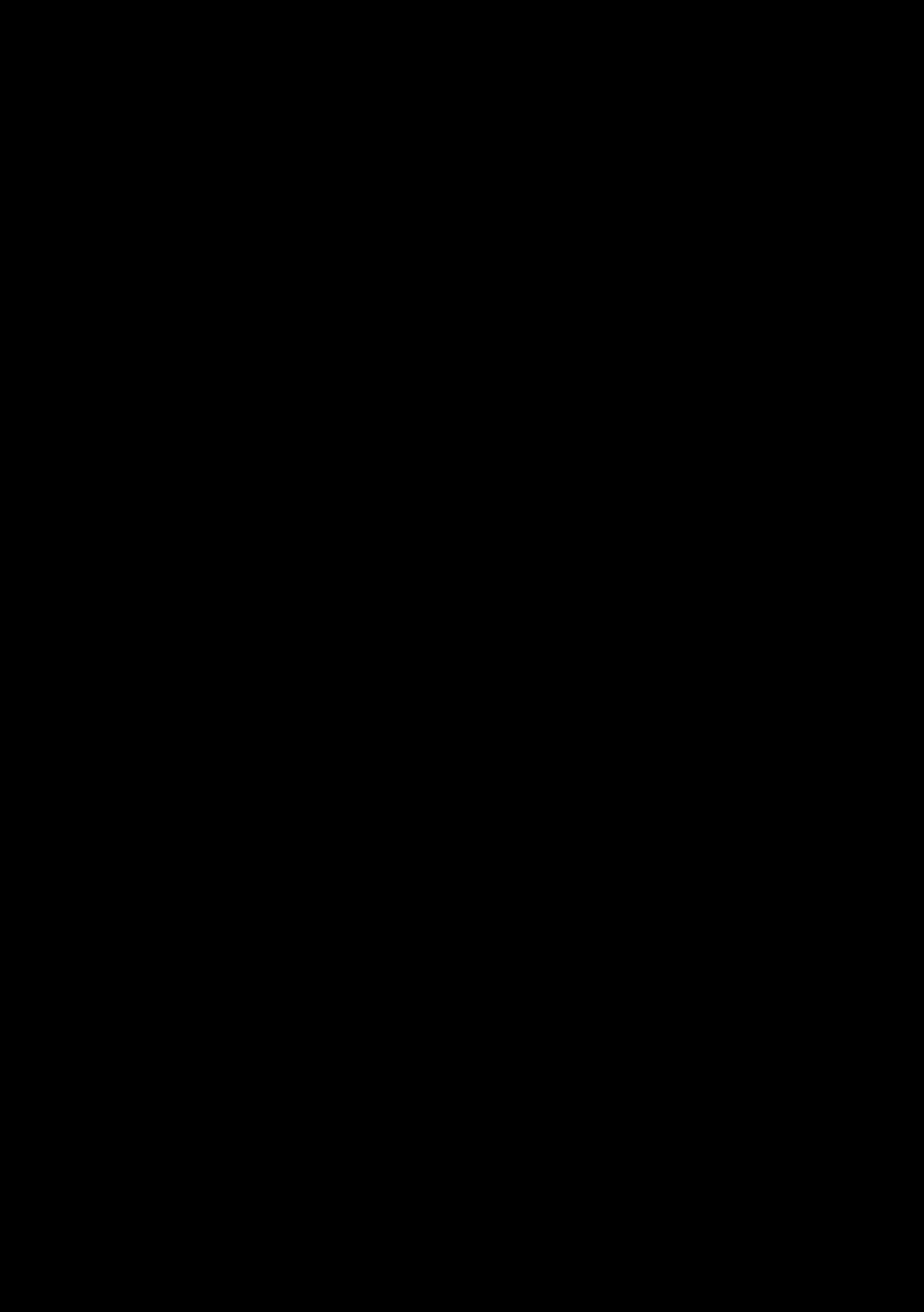


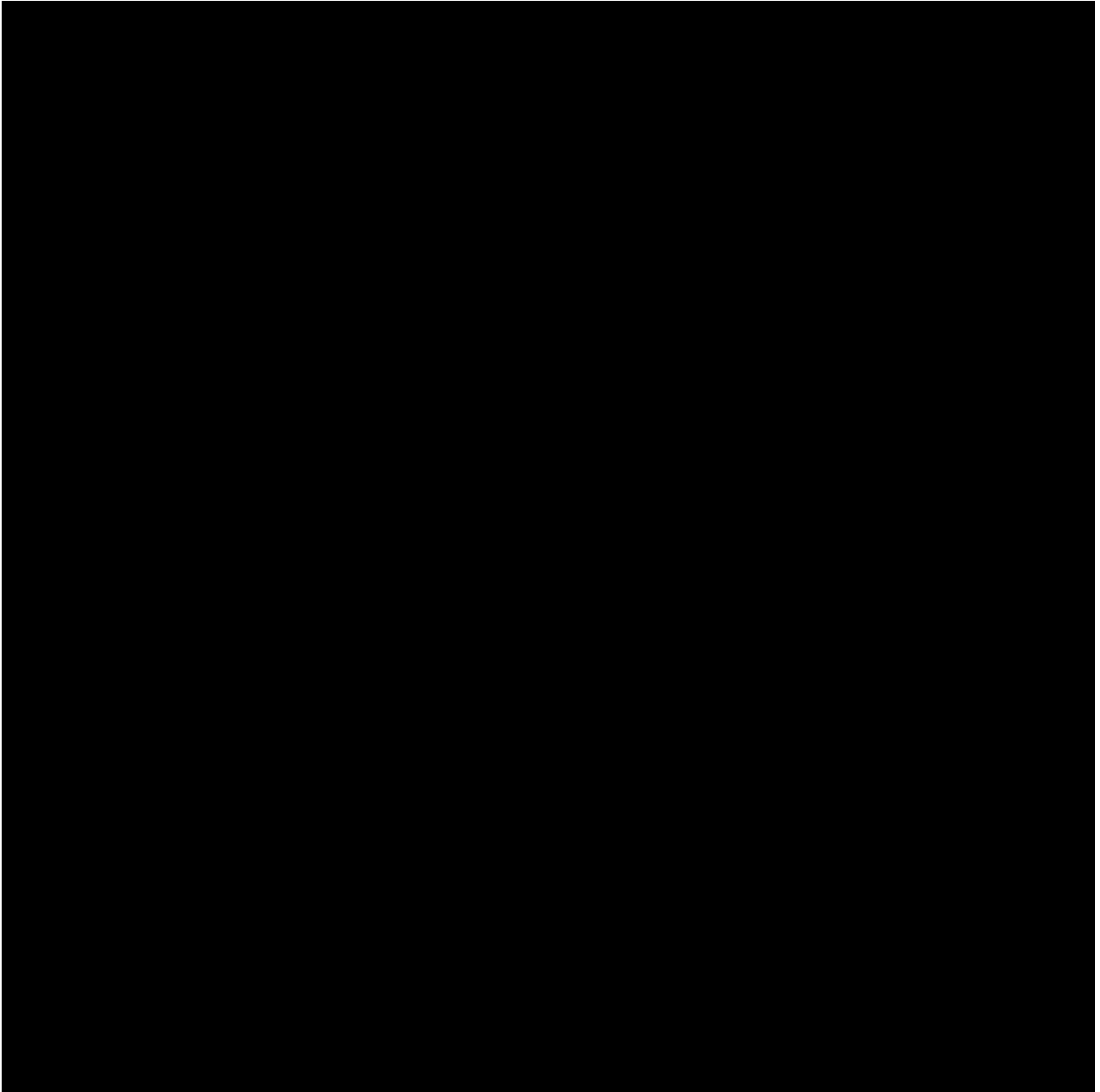


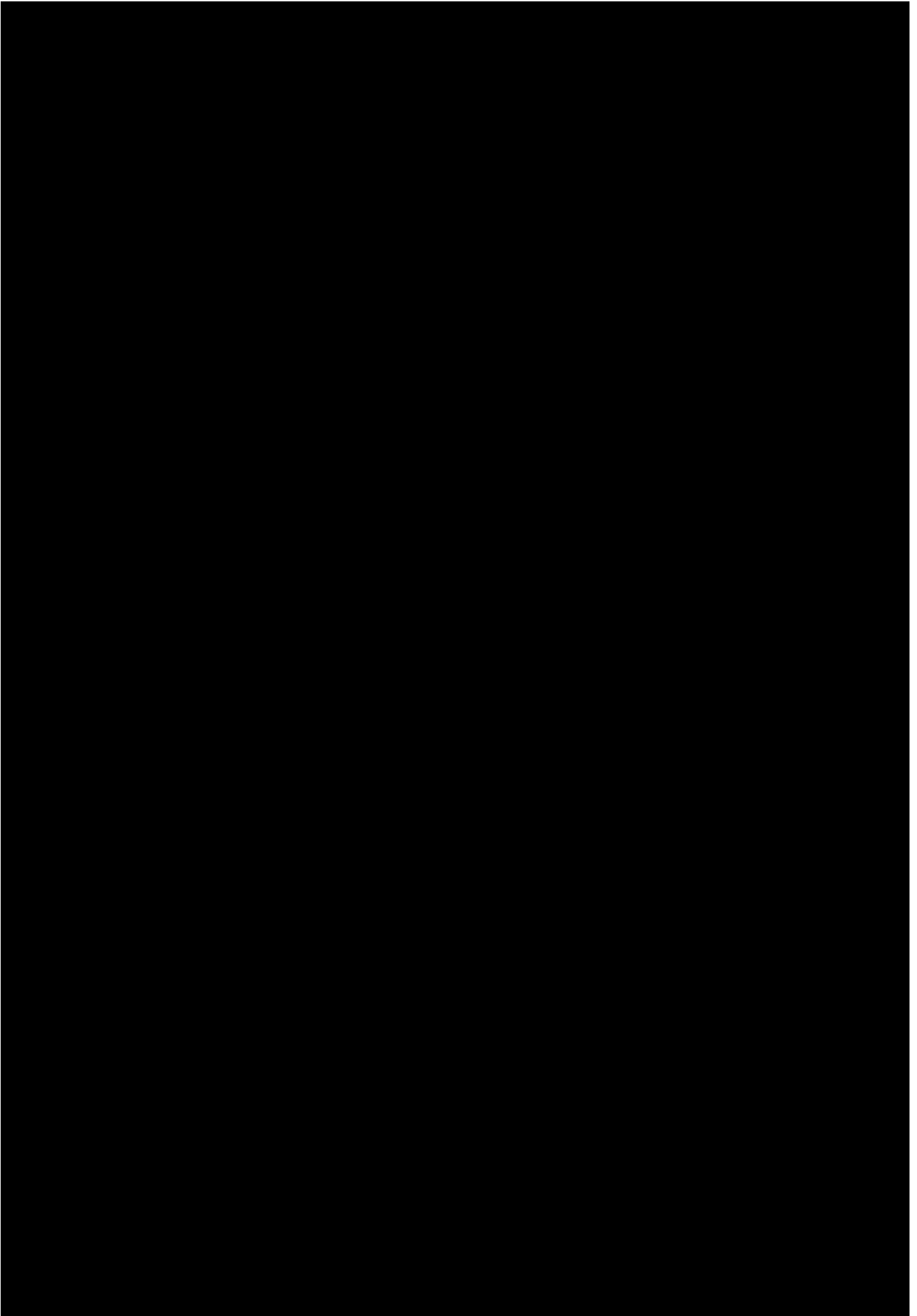


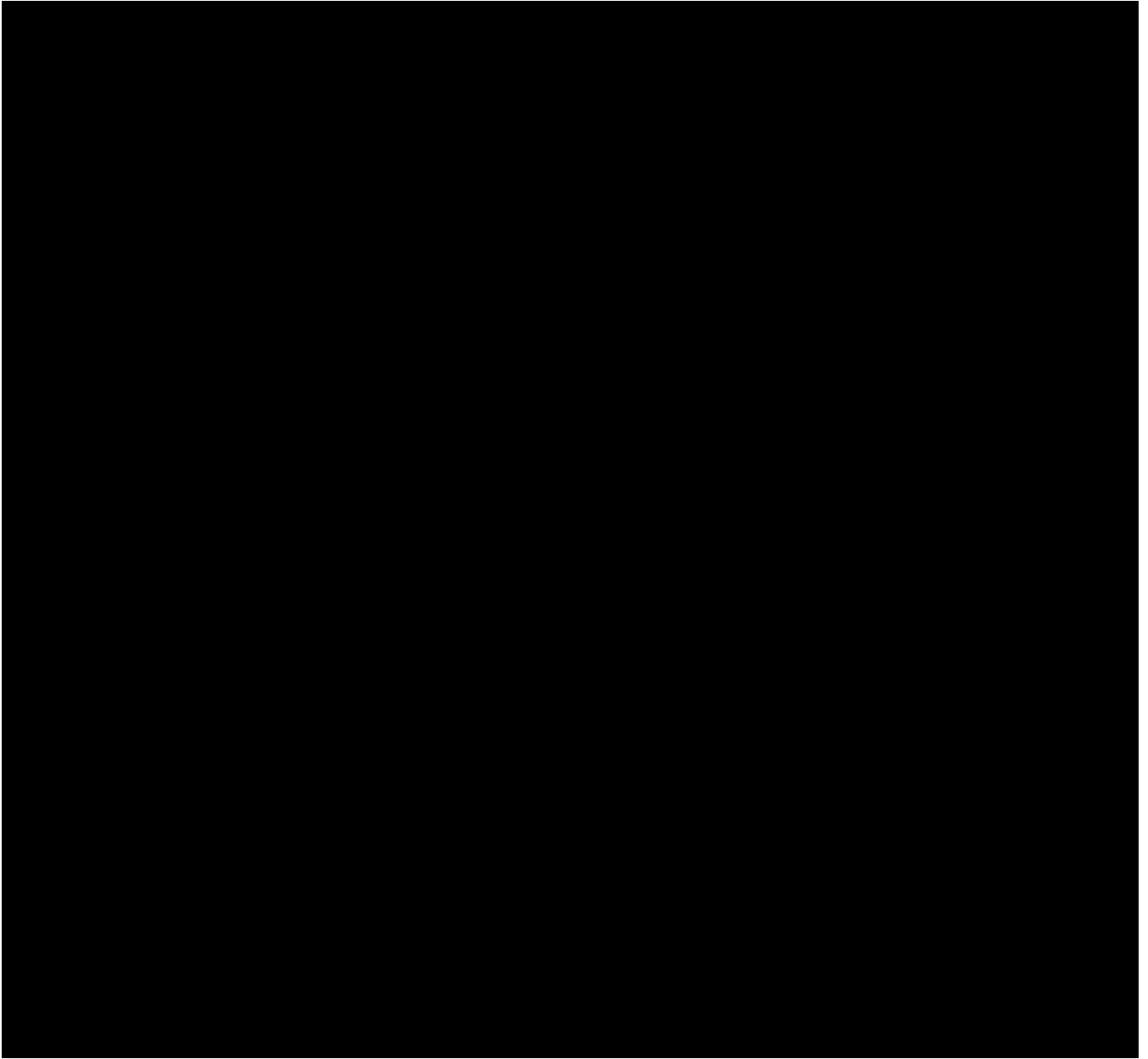












Annexure B to the Settlement Notice

UNDERTAKING TO RECEIVE CERTAIN DOCUMENTS

**Equity Financial Planners Pty Limited v AMP Financial Planning Pty Limited
(VID 498 of 2020) (AMPFP BOLR Class Action)**

To: Corrs Chambers Westgarth (ampbolr@corrs.com.au)

Access is sought of the following documents in Proceeding VID 498 of 2020 (BOLR Class Action):

- A copy of the Unredacted Settlement Notice
- A copy of the Settlement Distribution Scheme
- A copy of the Settlement Deed

I _____, of _____, undertake that:

- a. I am a Group Member in Proceeding VID 498 of 2020 or represent such a group member as its authorised agent or in a professional capacity;
- b. I will keep the documents confidential;
- c. I will not share these documents with, or disclose their content to, anyone else save for the purpose of obtaining or giving legal or financial advice and if I do I recognise that I may be liable for damages suffered by the Applicants; and
- d. I will inform any external lawyer instructed by me of the confidentiality obligations described in the paragraphs above.

Signature

Date:

Annexure C to the Settlement Notice

FEDERAL COURT OF AUSTRALIA

NOTICE OF OBJECTION TO PROPOSED SETTLEMENT

Complete this form only if you intend to object to the proposed settlement of the AMPFP

BOLR Class Action – must be completed by 22 May 2024

Equity Financial Planners Pty Limited v AMP Financial Planning Pty Limited (VID 498 of 2020) (AMPFP BOLR Class Action)

To: Corrs Chambers Westgarth (ampbolr@corrs.com.au)

The person identified below gives notice that they object to the proposed settlement with AMPFP and/or the proposed funding equalisation order:

A. DETAILS OF OBJECTOR

Name of Group Member	
ABN/ACN (if company)	
Contact Name (if different from name of Group Member), and authority to complete this form on Group Member's behalf (e.g. director / secretary of Group Member, lawyer for Group Member)	
Postal address	
Email address	
Telephone number(s)	

B. GROUND(S) OF OBJECTION

The ground(s) for my objection to the proposed settlement and/or the funding equalisation order are as follows (set out in the space below any submissions you wish to make – you may attach additional pages if necessary):

C. ATTENDANCE AT HEARING ON 29–30 AUGUST 2024

- I do not intend to appear at the settlement approval hearing, but wish for my submission to be considered in my absence.
- I intend to appear at the settlement approval hearing.
(please tick one of the above two options).

If you intend to appear at the settlement approval hearing, please complete the following:

- I will appear on my own behalf.
- I will be represented by a lawyer:

.....

D. SIGNING OF NOTICE:

.....

Please sign here

Date