



Federal Court of Australia

District Registry: Victoria

Division: General

No: VID996/2017

**MICHAEL ROBERT LUKE (IN HIS CAPACITY AS THE CO-EXECUTOR OF THE ESTATE OF ROBERT COLIN LUKE, DECEASED)** and others named in the schedule  
Applicant

**AVEO GROUP LIMITED (ACN 010 729 950)**  
Respondent

## ORDER

**JUDGE:** JUSTICE MURPHY

**DATE OF ORDER:** 19 October 2023

**WHERE MADE:** Melbourne

### THE COURT ORDERS THAT:

#### Settlement Notice

1. Pursuant to ss 33X and 33Y of the *Federal Court of Australia Act 1976* (Cth) (**Act**), the terms of the notices set out in:
  - (a) Annexure A to these Orders (Settlement Notice);
  - (b) Annexure B to these Orders (Cover Letter); and
  - (c) Annexure C to these Orders (Newspaper Notice),(collectively, the **Notices**), are approved.

#### Distribution of Settlement Notice

2. Pursuant to ss 33X and 33Y of the Act, the Applicants have leave to distribute the Settlement Notice, in the manner set out in Orders 3 to 10 below.
3. By 2 November 2023, for the purposes of ss 33X and 33Y of the Act, the Settlement Notice be given to group members according to the following procedure:
  - (a) by 26 October 2023, the Respondent (**Aveo**) shall deliver to IVE Group (or another suitable entity with agreement of the Applicants) (**Mailing House**) to the extent available to Aveo, a list of names, email addresses and postal addresses of all persons who match the following description of eligible group members as at 27 March 2023:



- (i) any current owner or holder of a pre-Aveo Way freehold or pre-Aveo Way leasehold interest in a residential unit at any of the villages listed in Part 1 of Annexure D to these Orders; or
- (ii) any former owner or holder of a pre-Aveo Way freehold or pre-Aveo Way leasehold interest in a residential unit in any of the villages listed in Part 1 or Part 2 of Annexure D to these Orders, who sold or surrendered their interest in their unit under the Aveo Way Programme; or
- (iii) any executor, co-executor, or administrator of the estate of a person described in subparagraphs (i) or (ii) above;

and who has not opted out and who has not entered into a release (**Release**) of all of their claims against Aveo arising out of the conduct of Aveo alleged in the Third Further Amended Statement of Claim (**Assumed Group Member**);

4. By 2 November 2023, Aveo shall cause the Mailing House to send the Cover Letter and Settlement Notice, by post and email, to each person identified as an Assumed Group Member in accordance with order 3(a).
5. By 26 October 2023, the Applicants shall cause a copy of the Cover Letter and Settlement Notice to be sent by email or by ordinary mail (where a working email address is not available), to the extent such details are available to the Applicants, to each person who has:
  - (a) entered into a funding agreement with Galactic Aveo LLC (a New York Corporation) (the **Funder**) for the purposes of this proceeding; or
  - (b) identified themselves to the Applicants' solicitors as a potential group member (even if they have not entered into a funding agreement with the Funder for the purposes of this proceeding),and for whom the Applicants' solicitors hold a postal and/or email address.
6. By 26 October 2023, the Applicants shall cause:
  - (a) a copy of the Settlement Notice; and
  - (b) a blank form in Word format for the making of objections to the Proposed Settlement (in the form of the notice of objection annexed to the Settlement Notice at Annexure A):



to be displayed on the following websites:

(a) Levitt Robinson's website at <http://levittrobinson.com/class-actions> under "Current Class Actions" and then "Aveo"; and

(b) the Class Marketing website at <https://www.classpr.com.au/aveo/#>,

up to and including 17 November 2023 (**Objection Deadline**) or until further order (whichever is earlier).

7. By 26 October 2023, the Applicants shall arrange for an advertisement using the text of the Newspaper Notice to be published through an advertising campaign on the Facebook website until the Objection Deadline or until further order, reaching an estimated audience of not less than 10,000 people targeted at persons who:

(a) are located in Australia;

(b) are residents or former residents of an Aveo-branded or Aveo-operated retirement village (Aveo Village);

(c) are persons who may know of residents or former residents of an Aveo Village; and

(d) are above the age of 50 years old.

8. By 26 October 2023, the District Registrar of the Victorian Registry of the Federal Court of Australia shall cause a copy of the Settlement Notice, together with copies of these Orders, to:

(a) be displayed on the Federal Court website at an address beginning <https://www.fedcourt.gov.au>; and

(b) be available for inspection at the District Registry of the Federal Court in Melbourne, Sydney, Canberra, Brisbane and Perth; and

(c) remain continuously so displayed and available up to and including the Objection Deadline.

9. The costs of distributing the Notices in accordance with order 3 above shall be paid in the first instance by the Applicants but ultimately be costs in connection with this Application.

10. The Notices may be amended by the parties to this proceeding by agreement before being published in order to correct any non-substantive typographical error, or any postal, website or email address or telephone number.



### Further Materials for Approval Application

11. Any further affidavit material or submissions shall be filed and served in accordance with Orders 6 to 9 of the orders made on 8 August 2023, including in relation to any asserted confidentiality.
12. Stewart Levitt trading as Levitt Robinson has leave to file evidence and submissions and to appear through counsel at the Approval Hearing, to represent his own interests.
13. By 25 October 2023, Stewart Levitt trading as Levitt Robinson file and serve any affidavit in relation to the Approval Application.
14. By 30 October 2023 the Applicants file and serve any further affidavit material or submissions in reply to the confidential submissions of the Contradictors.
15. By 31 October 2023, Stewart Alan Levitt trading as Levitt Robinson file and serve any affidavit material or submissions in reply to the confidential submissions of the Contradictors.
16. By 30 October 2023, the Funder file and serve any affidavit material or submissions including in reply to the confidential submissions of the Contradictors, including any material in respect of which confidentiality orders will be sought.
17. By 10 November 2023, the Contradictors file and serve any outline of submissions in response to any further Affidavit material filed by the Applicants, the Funder or Stewart Alan Levitt trading as Levitt Robinson Solicitors.
18. By 14 November 2023, the Costs Referee is to submit a further supplementary Report in accordance with r 28.66 of the *Federal Court Rules 2011*, addressed to the chambers of the Honourable Justice Murphy, and provide a copy to the Applicants' solicitors, to the Funder and to the Contradictor.
19. The parties, Stewart Levitt trading as Levitt Robinson, the Contradictor and the Funder have liberty to apply.

Date that entry is stamped: 23 October 2023

  
Registrar



## ANNEXURE "A"

### FEDERAL COURT OF AUSTRALIA

#### NOTICE OF PROPOSED SETTLEMENT

**Luke & Ors (the "Applicants") v Aveo Group Ltd VID996/2017**

**("AVEO Class Action")**

#### **1 Why is this notice important?**

- 1.1 You are receiving this notice because you have been identified as someone who may be a Group Member in the Aveo Class Action. It contains important information about a proposed settlement of the Aveo Class Action and has been provided pursuant to orders of the Federal Court of Australia (**Court**). Any questions you have concerning the matters contained in this notice should not be directed to the Court or Aveo. You should contact the Applicants' solicitors, Levitt Robinson, at [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com), or seek advice from another lawyer.
- 1.2 On 27 March 2023, the Applicants, Stewart Levitt, Class Marketing and Management Pty Limited, Galactic Litigation Partners LLC, Galactic Aveo LLC (the **Funder**) and Aveo Group Limited (**Aveo**) agreed to an in-principle settlement of the AVEO Class Action for \$11 million inclusive of costs, without admission of liability (the **proposed settlement**). The proposed settlement has no effect unless it is approved by the Court. The Applicants have applied to the Court for approval of the proposed settlement and this notice is provided to you so you are informed as to your rights in regard to it.
- 1.3 The Court has appointed independent barristers, Lachlan Armstrong KC and Kane Loxley, as Contradictors to represent the interests of the Group Members in the settlement approval application (the **Contradictors**). The Court also appointed an independent Costs Referee to assess the reasonable legal costs to be paid from the proposed settlement and report to the Court.



## 2 The claims in the class action

- 2.1 The class action was brought on behalf of current and former residents of Aveo villages who owned units under pre Aveo Way contracts and who have sold or may in the future sell their units under the Aveo Way Programme. The case only seeks damages for former residents of Aveo villages who have sold their units under the Aveo Way Programme.
- 2.2 Before the Aveo Way Programme was introduced, many residents in Aveo's retirement villages had residence contracts that allowed them to share in any capital gain once their unit was sold.
- 2.3 Under the Aveo Way Programme, incoming residents in Aveo's retirement villages were offered an Aveo Way contract, which had no capital gain entitlements to the resident and, in many cases, had a higher exit fee (including a "deferred management fee" and an "Aveo Membership Fee") than the contracts previously offered at the villages. In the Class Action, the Applicants said that this meant the residents received less money when they sold their units, because the Aveo Way contract was less valuable for residents than the previous contracts.
- 2.4 Aveo denied this and said that the Aveo Way contract had other benefits which offset the removal of the capital gain share and the increase to exit fees.
- 2.5 The Applicants' main claims against Aveo in the class action are that:
  - (a) Aveo engaged in a system of unconscionable conduct by designing and implementing the Aveo Way Programme, including because:
    - the Aveo Way contracts were less desirable than the previous contracts offered at Aveo's villages, and that was not disclosed to the Applicants and Group Members;
    - the Aveo Way Programme resulted in Aveo obtaining a significant financial benefit; and
    - Aveo and its village managers had significantly greater bargaining power than the Applicants and Group Members, and the Applicants and Group Members were in a position of vulnerability relative to Aveo;



- (b) the Aveo Way Programme involved Aveo's wholly-owned real estate agent, Aveo Real Estate Pty Ltd, breaching fiduciary duties to the Applicants and Group Members, by acting in conflict of interest and wrongly profiting from the agency relationship; and
- (c) Aveo engaged in misleading or deceptive conduct by misrepresenting to the Applicants and Group Members that they would be no worse off if they agreed to their units being marketed and sold on the terms of the Aveo Way contract, when in fact they were likely to have been worse off; and
- (d) Aveo also engaged in misleading or deceptive conduct by failing to disclose to Freehold Group Members that they did not need to appoint a real estate agent to sell their units because, under the Aveo Programme, the person who bought the unit was Aveo or one of its village managers.

2.6 The class action **only claims damages on behalf of Group Members who have sold their interests in units under the Aveo Way Programme**. No claim for damages is made on behalf of Group Members who are current Aveo residents. The class action only seeks declarations and injunctions on behalf of those Group Members.

2.7 Aveo denied all allegations made against it in the class action.

2.8 If you want further details of the Applicants' claims and Aveo's defences, the *Third Further Amended Statement of Claim and Defence* are available on Levitt Robinson's website at <http://levittrobinson.com/class-actions> under "Current Class Actions" and then "Aveo".

### 3 The proposed settlement

3.1 The trial came on for hearing before the Honourable Justice Anderson in the Federal Court of Australia in Melbourne on 16 March 2023 and ran for six days, following which the proposed settlement was reached.

3.2 Relevantly for Group Members, the main terms of the proposed settlement, considered together with positions taken by Levitt Robinson and the Funder since the settlement, mean that under the proposed settlement:



- (a) Aveo will pay \$11 million inclusive of interest, legal costs and settlement administration costs, without admission of liability;
- (b) the Applicants, on their behalf and on behalf of all Group Members, will release and forever discharge Aveo and its related entities from the Applicants' and the Group Members' Claims (as defined);
- (c) the class action will be dismissed with all existing costs orders being vacated and with Aveo bearing its own costs;
- (d) Levitt Robinson will accept \$9.66 million for the legal costs and disbursements it incurred, as approved by the independent Costs Referee, and will not seek \$10.96 million which the firm says it actually incurred;
- (e) the Funder will not seek payment of a litigation funding commission from the Applicants and Group Members, although it has reserved its right to seek reimbursement of legal costs paid or due to be paid above the \$9.66 million recommended for approval by the independent Costs Referee or such other amount approved by the Court;
- (f) the remainder of the monies after deduction of legal costs and settlement administration costs will be distributed to Group Members who have sold their interests in units under the Aveo Way Programme, and who later register to participate. As it was never alleged by the Applicants that current residents had suffered any loss or damage as a result of the implementation of the Aveo Way Programme, none of the available settlement monies will be distributed to Group Members who remained current residents as at the date of the settlement on 27 March 2023; and
- (g) a suitably qualified and independent person will be appointed to act as Administrator to distribute any remaining settlement monies to Group Members.





- 3.3 If approved, the great majority of the settlement monies will be taken up by the Applicants' legal costs, but the final amount remaining for distribution to Group Members will depend on whether the Court accepts the Contradictors' submission that 25% of the \$11 million settlement (\$2.75 million) should be set aside from the settlement sum and distributed to Group Members. Levitt Robinson opposes that outcome, essentially because such a reduction will mean that the firm will be out-of-pocket in the sum of approximately \$2 million.

#### 4 The merits of the proposed settlement

- 4.1 When Levitt Robinson, senior and junior counsel briefed for the Applicants in the hearing, and the Funder, decided to recommend the proposed settlement to the Applicants they knew that the settlement amount would only cover the Applicants' legal costs, and that if the proposed settlement was approved there would be little or nothing left to distribute to the Group Members.
- 4.2 That represented a very disappointing result for them and the Group Members. The reasons why they agreed to the proposed settlement are explained in a confidential opinion prepared by the Applicants' counsel (**Confidential Opinion**) and provided to the Contradictors and to the Court .
- 4.3 The Contradictors have considered the Confidential Opinion, and reviewed relevant parts of Levitt Robinson's file. After due consideration the Contradictors filed confidential submissions with the Court in which they do not oppose settlement approval.
- 4.4 If you wish to read the Confidential Opinion or the Contradictors' confidential submissions you must contact Levitt Robinson and will be required to sign a strict confidentiality agreement. It is likely to be easier if you simply telephone Levitt Robinson and ask the firm's representative to explain those documents to you, on a confidential basis. But the course you take is a matter for you.



4.5 The Honourable Justice Murphy, who is docketed with the settlement approval application, has considered the confidential opinion and the Contradictors' confidential submissions. His Honour has expressed a preliminary view (subject to any further evidence and submissions and subject to any objections by Group Members) that in the circumstances of the case the proposed \$11 million settlement appears to be fair and reasonable as between the parties. His Honour indicated that his remaining concern was whether to accept the Contradictors' submission that 25% of the settlement monies (\$2.75 million) should be set aside for distribution to Group Members.

## **5 The Contradictors' argument that \$2.75 million should be set aside for Group Members**

- 5.1 The Applicants, Levitt Robinson and the Funder accept the Costs Referee's assessment of reasonable legal costs of \$9.66 million. But costs in relation to the settlement approval application are still being incurred and there will be costs involved in distributing monies to Group Members. Putting those amounts together, Levitt Robinson estimate such costs at approximately \$550,000. The Costs Referee is to report to the Court setting out her opinion as to the reasonableness of those proposed costs.
- 5.2 Although the Contradictors do not oppose approval of the proposed settlement, they submit that the deductions for legal, funding settlement administration costs should be limited to 75% of the settlement monies (\$8.25 million). That outcome is opposed by Levitt Robinson, as having regard to the costs that are still being incurred it estimates that it will be out-of-pocket in the order of \$2 million. The Funder also opposes that outcome.
- 5.3 It is for the Court to decide how much should be deducted from the settlement for legal and settlement administration costs, and that will determine how much of the settlement is left to be distributed to Group Members.



5.4 It should though be understood that, if the proposed settlement is approved, whether or not the Contradictors' argument is accepted, the return for Group Members under the proposed settlement will be very low. There are approximately 2,700 former residents (or their representatives) who have sold their interests in units under the Aveo Way Programme who are Group Members, and (provided they register their interest in participating in the settlement) may be entitled to share in any distribution, and:

- (a) if the Contradictors' argument is not accepted, and further legal and settlement administration costs are allowed to be deducted from the settlement monies, there will be approximately \$790,000 available for distribution to Group Members which, if distributed equally amongst them, means they will receive about \$292 each; and
- (b) if the Contradictors' argument is accepted, there will be \$2.75 million available for distribution to Group Members, which, if distributed equally, means they will receive about \$1,018 each.

## 6 Group Members who have signed Funding Agreements

6.1 If you are a Group Member who is a former resident, or the Estate of a former resident, and you or the Estate have signed a funding agreement (**Funding Agreement**), the Funder has agreed that it will not seek to enforce its rights to claim the percentage commission to which it is entitled under the Funding Agreements. Nor will the Funder apply to the Court seeking an order that Group Members who have not signed a funding agreement should pay a percentage commission.

6.2 Part of the monetary compensation payable to Group Members who have signed a Funding Agreement may also have to be paid to the Funder to reimburse the Funder for any shortfall between the costs the Funder has had to pay and the amount that is approved by the Court to be deducted from the settlement. The Funder has reserved its right to seek such amounts.



- 6.3 Any amount payable to the Funder by a Group Member who has signed a Funding Agreement would ordinarily come out of the compensation that the Group Member would otherwise receive from the Settlement. If the Funder does propose to claim any such amounts, the Applicants will seek an order that they are shared between the Group Members as a whole, and not only paid by those Group Members who have signed Funding Agreements.

## 7 Your options

- 7.1 **If you have opted out of the class action**, you may disregard this notice.
- 7.2 **If you are in favour of the proposed settlement**, that is, although the result is disappointing you accept that it is fair and reasonable in the circumstances of the case, there is nothing you need to do at this time.
- 7.3 **If you wish to object to the proposed settlement**, or any aspect of it, you must file with the Court a completed NOTICE OF OBJECTION TO PROPOSED SETTLEMENT using the form attached to this Notice and marked "**Schedule 1**" by emailing it to [vicreg@fedcourt.gov.au](mailto:vicreg@fedcourt.gov.au) and copying [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com) or by posting a copy to the Registrar of the Federal Court of Australia, 305 William Street, Melbourne, Victoria, 3000, by **no later than 4:00 pm on 17 November 2023**.

If you file a Notice of Objection, you or your legal representative may wish attend the settlement approval hearing and make further submissions to the Court in support of your objection.

You should understand that the Applicants have agreed to the proposed settlement because they do not want to continue the class action against Aveo, and the Funder no longer wishes to fund the proceedings. If you want to oppose the proposed settlement and want the class action to continue then it is likely that you will need to persuade the Court that you can substitute some other person for the Applicants to bring the proceeding, and can meet the legal costs that will be involved in the case, and any order for security for costs which might be made.

Whether you file a Notice of Objection or not the Contradictors will represent Group Members' interests at the settlement approval hearing.



7.4 You can take legal advice about your options and the information contained in this Notice. Further information can be obtained by telephoning Levitt Robinson on **(02) 9286 3133** or by email [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com) or by contacting another lawyer of your choice.

## **8 Settlement Approval Hearing**

- 8.1 The application for Court approval of the proposed settlement will be heard before Justice Murphy at the Federal Court of Australia at 305 William Street in Melbourne on 22 November 2023 at 10.15 am AEDT and via video-link (**Approval Hearing**).
- 8.2 In determining the application for approval, the Court will consider whether the proposed settlement is fair and reasonable having regard to the interests of Group Members and as between them. The Contradictors will appear at the Approval Hearing and make submissions on the Group Members' behalf.



**“Schedule 1”**

**Notice of Objection to Proposed Settlement with Aveo**

No. VID 996 of 2017

Federal Court of Australia  
District Registry: Victoria  
Division: General

**Michael Robert Luke (in his capacity as the co-executor of the estate of Robert Colin Luke, deceased) and others**  
Applicants

**Aveo Group Limited ACN 010 729 950**  
Respondent

TO: The Registrar, Federal Court of Australia  
Victorian Registry  
Owen Dixon Commonwealth Law Courts Building  
305 William Street  
Melbourne Victoria 3000  
[vicreg@fedcourt.gov.au](mailto:vicreg@fedcourt.gov.au)

Name of group member:	
Capacity of group member (Are you an Owner, a former Owner, an Executor or an Administrator or do you hold a power of Attorney? Please specify:	
Unit No and Village:	
Has the Unit already been sold (Yes or No)?	

I am a Group Member in the above Proceedings and I object to the proposed settlement of these proceedings because *[set out reasons for objection below or attach additional pages]*:

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**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name of signatory:** \_\_\_\_\_



**ANNEXURE “B”**  
**PROPOSED COVER LETTER**

23 October 2023

Dear Sir/Madam

**Proposed Settlement of Federal Court of Australia Proceedings VID 996 of 2017**

**Michael Robert Luke & Ors v Aveo Group Ltd (Class Action).**

In accordance with orders of the Court made on 23 October 2023, please find **enclosed** a Settlement Notice regarding a proposed settlement of the Class Action.

If you have any questions about the Settlement Notice or the Class Action, you can contact Levitt Robinson on (02) 9286 3133 or at [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com), or you may seek your own legal advice.

Yours Faithfully



**ANNEXURE "C"**  
**SUMMARY OF SETTLEMENT NOTICE**

**AVEO CLASS ACTION**  
**NOTICE OF PROPOSED SETTLEMENT**

**Federal Court of Australia Proceedings VID 996 of 2017**  
***Michael Robert Luke & Ors (Applicants) v Aveo Group Ltd (Aveo)***  
***(Class Action)***

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**You should read this Notice very carefully if:**

- (a) You are a current or former resident of an Aveo village (or the legal representative or attorney for one), who owned or leased a unit under pre Aveo Way contracts and who have sold or may in the future sell their units under an Aveo Way contract; and
- (b) You have **not** already opted out of the class action.

The Applicants in a class action proceeding in the Federal Court of Australia against Aveo Group Limited have agreed to an in-principle settlement of the class action for \$11 million inclusive of costs. The settlement will also resolve the claims of the Group Members. The proposed settlement has no effect unless it is approved by the Court. The Applicants have applied to the Court for approval of the proposed settlement.

The settlement sum of \$11 million represents a very disappointing result for the lawyers acting for the Applicants, the litigation funder and the Group Members themselves. The reasons why the Applicants agreed to the proposed settlement are explained in a confidential opinion prepared by the Applicants' counsel (**Confidential Opinion**) and provided to the Contradictors and to the Court.

The Court appointed independent barristers, Lachlan Armstrong KC and Kane Loxley, as Contradictors to represent the interests of the Group Members in the settlement approval application (the **Contradictors**). The Court also appointed an independent Costs Referee to assess reasonable legal costs and report to the Court.

The Contradictors considered the Confidential Opinion, and reviewed relevant parts of Levitt Robinson's file. After due consideration they filed confidential submissions with the Court in which they do not oppose settlement approval.

The Honourable Justice Murphy, who will hear and determine the settlement approval application, has considered the Confidential Opinion and the Contradictors' confidential submissions. His Honour has expressed a preliminary view (subject to any further evidence and submissions and subject to any objections by Group Members) that the proposed \$11 million settlement appears to be fair and reasonable as between the parties.

The Costs Referee has assessed that the reasonable legal costs are \$9.66 Million. But costs in relation to the settlement approval application are still being incurred and there will be costs involved in distributing monies to Group Members. This means that if the settlement is approved there will be little money left to distribute to Group Members.

The Contradictors submit that the deductions for legal, funding and settlement administration costs should be limited to 75% of the settlement monies (\$8.25 million) with the rest to be paid to Group Members (of whom there are about 2,700). That outcome is opposed by Levitt Robinson, as having regard to the costs that are still being incurred it estimates that it will be out-of-pocket in the order of \$2 million.

The Court will decide how much should be deducted from the settlement for legal and settlement administration costs, and that will determine how much of the settlement is left to be distributed to Group Members.





### How to obtain copies of documents:

The details of the settlement are set out in a Settlement Notice that has been approved by the Court.

You can obtain a copy of the full Settlement Notice and other documents in the proceeding by:

- (a) e-mailing [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com) and requesting copies; or
- (b) accessing them on the Federal Court website at <http://www.fedcourt.gov.au/law-and-practice/class-actions/class-actions>.

A copy of the Deed of Settlement may also be obtained by e-mailing [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com) and requesting a copy. You can also ask to see a copies of the Confidential Opinion and the Contradictor's confidential submissions, but you will need to sign a strict confidentiality undertaking.

### Court Approval Hearing

The application by the Applicants for the Court's approval of the Settlement with Aveo will take place at a hearing at the Federal Court, 305 William Street in Melbourne on **22 November 2023** at **10:15 am AEDT** and via video-link.

In determining the application for approval, the Court will consider whether the Settlement is fair and reasonable having regard to the interests of the group members. The Contradictor appointed by the Court will represent the group members' interests.

### What You Must Do

- (a) If you are in favour of the proposed Settlement, there is nothing you need to do at this time.
- (b) If you wish to object to the proposed Settlement, you must you must file a written **NOTICE OF OBJECTION TO PROPOSED SETTLEMENT WITH AVEO** with the Federal Court in the form attached to the Settlement Notice and marked "Schedule I" by emailing [vicreg@fedcourt.gov.au](mailto:vicreg@fedcourt.gov.au) and copying [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com) or by posting a copy to the Registrar of the Federal Court of Australia, 305 William Street, Melbourne Victoria 3000, by no later than 4:00 pm on 17 November 2023.
- (c) If you file a Notice of Objection to Proposed Settlement, you or your legal representative may attend the approval hearing on 22 November 2023 at 10:15 am AEDT and make further submissions to the Court in support of your objection.

Any questions you have concerning the matters contained in this Notice should not be directed to the Court or Aveo. If there is anything of which you are unsure you should contact Levitt Robinson, the lawyers for the Applicants in the class action at the contact details below, or seek your own legal advice.

**Phone:** 02 9286 3133  
**Email:** [aveo@levittrobinson.com](mailto:aveo@levittrobinson.com)



**ANNEXURE “D”**  
**List of Aveo villages**

**Legend:**

**ILU** means ‘Independent Living Unit’

**SA** means ‘Serviced Apartment’

<b>Aveo Village</b>	<b>Accom. Type</b>	<b>State</b>	<b>Date of first Aveo Way Sale</b>
<b>PART 1: VILLAGES WHERE THE AVEO WAY HAS BEEN INTRODUCED, AVEO WAY CONTRACTS ARE PRESENTLY OFFERED TO INCOMING RESIDENTS AND AN AVEO WAY SALE MAY TAKE PLACE IN THE FUTURE</b>			
Aveo The Parks, Earlville	ILU	Qld	16-Jul-15
Aveo Lindsay Gardens, Buderim	ILU	Qld	11-Sep-15
Aveo Lindsay Gardens, Buderim	SA	Qld	26-Oct-15
Aveo Peregrine Springs Country Club, Peregrine Springs	ILU	Qld	29-Jun-15
Aveo Peregrine Springs Country Club, Peregrine Springs	SA	Qld	30-Jun-15
Aveo Albany Creek, Albany Creek	ILU only	Qld	29-Apr-15
Aveo Aspley Court, Aspley	ILU	Qld	30-Jun-15
Aveo Aspley Court, Aspley	SA	Qld	30-Jun-15
Aveo Bridgeman Downs, Bridgeman Downs	ILU	Qld	10-Aug-15
Aveo Bridgeman Downs, Bridgeman Downs	SA	Qld	30-Jun-15
Aveo Cleveland, Cleveland	ILU	Qld	4-May-15
Aveo Cleveland, Cleveland	SA	Qld	23-Apr-15
Aveo Cleveland Gardens, Ormiston	ILU only	Qld	17-Jul-15
Aveo Durack, Durack	ILU	Qld	31-Mar-15
Aveo Durack, Durack	SA	Qld	21-Apr-15
Aveo Manly Gardens, Manly	ILU	Qld	15-Apr-15
Aveo Sunnybank Green, Sunnybank	ILU	Qld	1-Jul-15
Aveo Taringa, Taringa	ILU	Qld	26-Jun-15
Aveo Taringa, Taringa	SA	Qld	7-May-15
The Clayfield, Albion	ILU	Qld	30-Apr-14
Aveo Amity Gardens, Ashmore	ILU	Qld	1-Jul-15
Aveo Robertson Park, Robertson	ILU only	Qld	25-Sep-15
Aveo Robina, Robina	ILU	Qld	25-Jun-15
Aveo Southport Gardens, Southport	ILU	Qld	16-Oct-15
Aveo The Domain Country Club, Ashmore	ILU	Qld	22-Jun-15
Aveo The Domain Country Club, Ashmore	SA	Qld	24-Jun-15
Aveo Tranquility Gardens, Helensvale	ILU	Qld	15-Jun-15
Aveo Banora Point, Banora Point	ILU	NSW	9-Sep-15



Aveo Bayview Gardens, Bayview	ILU	NSW	19-Nov-14
Aveo Bayview Gardens, Bayview	SA	NSW	24-Aug-15
Aveo Camden Downs, Camden South	ILU	NSW	11-Apr-16
Aveo Lindfield Gardens, East Lindfield	ILU	NSW	26-Nov-14
Aveo Lindfield Gardens, East Lindfield	SA	NSW	15-Dec-14
Aveo Maple Grove, Casula	ILU	NSW	5-Dec-14
Aveo Minkara Resort, Bayview	ILU	NSW	24-Nov-14
Aveo Minkara Resort, Bayview	SA	NSW	28-Apr-15
Aveo Peninsula Gardens, Bayview	ILU	NSW	4-Jun-15
Aveo Peninsula Gardens, Bayview	SA	NSW	16-Oct-15
Aveo Fernbank, St Ives	SA only	NSW	23-Dec-15
Aveo Island Point, St Georges Basin	ILU	NSW	10-Aug-15
Aveo Mountain View, Murwillumbah	ILU	NSW	4-Sep-15
Aveo Mountain View, Murwillumbah	SA	NSW	12-Feb-16
Pittwater Palms, Avalon	SA only	NSW	29-Mar-22
The Manors of Mosman, Mosman	SA only	NSW	22-Dec-17
Aveo Ackland Park, Everard Park	ILU only	SA	28-Nov-16
Aveo Carisfield, Seaton	ILU	SA	27-Jan-16
Aveo Crestview, Hillcrest	ILU	SA	14-Oct-15
Aveo Fulham, Fulham	ILU	SA	24-Sep-15
Aveo Fulham, Fulham	SA	SA	3-Jun-15
Aveo Glynde Lodge, Glynde	ILU	SA	3-Nov-15
Aveo Gulf Point, North Haven	ILU	SA	14-Nov-16
Aveo Kings Park, Kings Park	ILU	SA	8-Apr-16
Aveo Kings Park, Kings Park	SA	SA	16-Dec-15
Aveo Leabrook Lodge, Rostrevor	ILU	SA	27-Nov-15
Aveo Leisure Court, Fulham Gardens	ILU	SA	17-Mar-17
Aveo Manor Gardens, Salisbury East	ILU	SA	22-Jul-15
Aveo Manor Gardens, Salisbury East	SA	SA	30-Jun-15
Aveo Melrose Park, Melrose Park	ILU	SA	27-Jan-16
Aveo Melrose Park, Melrose Park	SA	SA	6-Aug-15
Aveo Riverview, Elizabeth Vale	ILU	SA	28-Sep-15
Aveo The Braes, Reynella	ILU	SA	24-Jun-15
Aveo The Braes, Reynella	SA	SA	18-Jun-15
Aveo The Haven, North Haven	ILU	SA	14-Aug-15
Aveo The Haven, North Haven	SA	SA	21-Aug-15
Aveo Westport, Queenstown	ILU	SA	31-Jul-15
Aveo Botanic Gardens, Cranbourne	ILU	Vic	21-Mar-16
Aveo Cherry Tree Grove, Croydon	ILU	Vic	1-Oct-15
Aveo Cherry Tree Grove, Croydon	SA	Vic	11-Dec-15
Aveo Domainé, Doncaster	ILU	Vic	11-Jan-16
Aveo Edrington Park, Berwick	ILU only	Vic	20-Aug-15



Aveo Fountain Court, Burwood	ILU only	Vic	2-Nov-15
Aveo Hampton Heath, Hampton Park	ILU	Vic	21-Aug-15
Aveo Kingston Green, Cheltenham	ILU only	Vic	17-Aug-15
Aveo Mingarra, Croydon	ILU	Vic	25-Sep-15
Aveo Oak Tree Hill, Glen Waverley	ILU only	Vic	30-Oct-15
Aveo Roseville, Doncaster East	ILU only	Vic	30-Oct-15
Aveo Springthorpe, Macleod	ILU	Vic	17-Jun-16
Aveo Sunbury, Sunbury	ILU	Vic	12-Feb-16
Aveo Veronica Gardens, Northcote	ILU only	Vic	29-Apr-16
Aveo Hunters Green, Cranbourne East	ILU	Vic	17-Aug-18
Aveo Derwent Waters, Claremont	ILU	Tas	21-Sep-15
Aveo Derwent Waters, Claremont	SA	Tas	1-Jun-17
Aveo Mowbray Links, Mowbray (Previously known as Freedom Aged Care Launceston)	ILU	Tas	18-Aug-20

<b>Aveo Village</b>	<b>Accom. Type</b>	<b>State</b>	<b>Date of first Aveo Way Sale</b>
<b>PART 2: VILLAGES WHERE THE AVEO WAY HAS BEEN INTRODUCED BUT AVEO WAY SALES WILL NO LONGER TAKE PLACE</b>			
Aveo Albany Creek, Albany Creek / Freedom Aged Care Albany Creek	SA only	Qld	29-May-15
Freedom Aged Care Ormiston (previously described as Freedom Aged Care Cleveland or Aveo Cleveland Gardens)	SA only	Qld	11-Jun-15
Aveo Mosman Grove, Mosman	SA only	NSW	19-Dec-14
Aveo Edrington Park, Berwick / Freedom Aged Care Berwick, Berwick	SA only	Vic	11-Oct-16
Aveo Fountain Court, Burwood / Freedom Aged Care Burwood	SA only	Vic	25-Sep-15
Aveo Roseville, Doncaster East / Freedom Aged Care Doncaster	SA only	Vic	23-Dec-16
Freedom Concierge Balwyn, Balwyn (Previously known as Aveo Concierge Balwyn)	ILU	Vic	28-Sep-15
Freedom Concierge Bayside, Hampton (Previously known as Aveo Concierge Bayside)	ILU	Vic	10-Aug-15
Freedom Aged Care Sandringham, Sandringham (Previously known as Aveo The George)	ILU	Vic	6-Nov-15
Freedom Aged Care Sandringham, Sandringham (Previously known as Aveo The George)	SA	Vic	4-Sep-15



## **Schedule**

No: VID996/2017

Federal Court of Australia

District Registry: Victoria

Division: General

Second Applicant	MEREDITH ANNE LUKE (IN HER CAPACITY AS THE CO-EXECUTOR OF THE ESTATE OF ROBERT COLIN LUKE, DECEASED)
Third Applicant	ANN MARY STROUD (IN HER CAPACITY AS THE CO-EXECUTOR OF THE ESTATE OF JOAN MARY COLOMBARI, DECEASED)
Fourth Applicant	NEIL BERNARD COLOMBARI (IN HIS CAPACITY AS THE CO-EXECUTOR OF THE ESTATE OF JOAN MARY COLOMBARI, DECEASED)
Contradictors	LACHLAN ARMSTRONG KC & KANE LOXLEY