

NOTICE OF FILING

Details of Filing

Document Lodged:	Statement of Claim - Form 17 - Rule 8.06(1)(a)
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	9/05/2025 6:00:09 PM AEST
Date Accepted for Filing:	12/05/2025 1:12:40 PM AEST
File Number:	VID163/2025
File Title:	PAULA KAYE HOBLEY v RASIER PACIFIC PTY LTD
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Federal Court of Australia
District Registry: Victoria
Division: General

No. VID163 of 2025

PAULA KAYE HOBLEY

Applicant

RASIER PACIFIC PTY LTD (ABN 27 622 365 833)

Respondent

STATEMENT OF CLAIM

THE PARTIES

1. The Applicant, Ms Paula Kaye Hobley:
 - a. is a person who is blind; and
 - b. has a disability within the meaning of s 4 of the *Disability Discrimination Act 1992 (DDA)*.
2. The Respondent, Rasier Pacific Pty Ltd (ABN 27 622 365 833):
 - a. is a company incorporated under the *Corporations Act 2001* (Cth) and able to sue and be sued in its corporate name;
 - b. operates a business:
 - i. using the name, brand and trademark 'Uber' in Australia;
 - ii. that provides point-to-point transport services to customers under the 'Uber' brand; and
 - c. operates a software platform marketed as the 'Uber app' which facilitates the 'Uber' point-to-point transport service

Filed on behalf of (name & role of party)	Paula Kaye Hobley, Applicant
Prepared by (name of person/lawyer)	Ellen Tilbury
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JURISDICTION

3. On 10 March 2023, the Applicant lodged a complaint with the Australian Human Rights Commission (**Commission**) pursuant to s 46P of the *Australian Human Rights Commission Act 1986* (Cth) (**AHRC Act**). The Applicant alleged the Respondent had engaged in unlawful discrimination in contravention of s 24 of the DDA.
4. On 18 December 2024, a delegate of the President of the Commission terminated the complaint pursuant to s 46PH(1B)(b) of the AHRC Act on the basis that there was no reasonable prospect of the matter being settled by conciliation.
5. On 14 February 2025, the Applicant commenced this proceeding under s 46PO of the AHRC Act.
6. The DDA applies by reason of ss 12(2), 12(8)(b), 12(8)(ba) and 12(8)(c), 12(9) and 12(10) of the DDA.

THE APPLICANT'S DISABILITY

7. The Applicant has been blind for the duration of her life.
8. At all material times, the Applicant has used a dog guide to alleviate the effects of her disability; in particular, to assist her to navigate public spaces and travel safely. The Applicant is usually accompanied by a dog guide when she leaves her home.
9. Between 9 February 2018 and 10 February 2023, the Applicant was supported by a dog guide, 'Vonda', a labrador retriever (**Vonda**). Vonda was trained and provided to the Applicant by Guide Dogs Victoria.
10. At all material times, Vonda was an 'assistance animal' within the meaning of ss 4 and 9(2)(c) of the DDA (**assistance animal**).

Particulars

- i. Vonda was trained to assist the Applicant in alleviating the effects of her disability.
- ii. Vonda was trained to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

THE RESPONDENT'S SERVICES

11. At all material times, the Respondent provided services within the meaning of ss 4(1) and 24 of the DDA, being 'services relating to transport or travel'. The Respondent's services relating to transport and travel being point-to-point passenger transport (**Respondent's services**).
12. The Respondent performed the Respondent's services by doing the following for a prospective passenger (**rider**):
 - a. providing access to the Uber app to locate, consider and choose options for travel in Uber vehicles (**Uber vehicles**);
 - b. providing options and the means to identify the location where an Uber vehicle will 'pick up' and 'drop-off' the rider seeking to travel;
 - c. giving the rider choice and selection options about the availability of different types of Uber vehicles, the likely time of arrival for the vehicle and likely cost of travel from the rider's designated point and to the rider's destination;
 - d. confirming the rider's selection for travel with information about the wait times for the Uber vehicle allocated to the rider, the cost of the trip, the registration of the vehicle, the name of the driver, and a means to contact the driver;
 - e. giving the rider the ability to track the location of the Uber vehicle using the Uber app prior to its arrival;
 - f. directing and monitoring the driver of the Uber vehicle allocated to the rider as the driver arrives at the rider's 'pick up' location and transports the rider to the selected 'drop off' location;
 - g. on arrival at the rider's destination, confirming arrival, providing options for the rider to rate and/or tip the driver via the Uber app;
 - h. providing the rider a receipt on an Uber branded document, recording the detail and the cost of the travel in the Uber vehicle; and
 - i. retaining of information about a rider, such as their travel history and payment details, for future requests and use of the Respondent's services.

13. The Respondent's services also included options about the manner in which the services were offered and provided, including:
- a. providing different categories of Uber vehicles available for transportation to riders to choose from, including 'UberX' and 'Uber Pet' categories;
 - b. providing and connecting the rider to a pool of pre-approved drivers who are willing to transport riders on behalf of the Respondent;
 - c. facilitating the transport of a rider from their pick-up location to their selected destination by a driver selected by the Respondent, by requiring the rider and the driver to comply with certain terms and conditions during the transportation;
 - d. choice in the manner of travel including among other things, the comfort temperature in the vehicle and preferences with respect to conversing with the driver;
 - e. operating a complaints management system to address complaints between riders and drivers, including by providing refunds and compensation to riders where the Respondent considers it appropriate; and
 - f. the Service Assistance Program (**SAP**).
14. Between 11 March 2021 and 10 November 2022 (the **Relevant Period**), the Applicant sought the Respondent's services on occasions. When doing so, the Applicant's usual practice was to notify a driver assigned to her by the Respondent that she was accompanied by an assistance animal.
15. On 28 October 2021, the Applicant opted in to the SAP.

Particulars

- i. On 26 October 2021, the Applicant made a request using the Uber app to the Respondent to opt in to the SAP. The Respondent confirmed it had received her request to opt in to the SAP on 26 October 2021 at 4:08PM.
- ii. The Respondent confirmed by email at 11:55AM on 28 October 2021 that the Applicant's opt in to the SAP was successful.

- iii. On 1 November 2021, the Respondent advised the Applicant that the opt in to the SAP can take up to 48 hours to take effect and that the SAP should now be in effect with respect to her travel.
16. By opting in to the SAP, the Uber app automatically notifies the driver that the Applicant uses an assistance animal, and of the driver's obligations in relation to assistance animals.

Particulars

- i. The Uber webpage titled 'Identify yourself as a passenger with an assistance animal: Service Assistance Program (SAP) information page'.
- ii. Media release issued with Uber branding 'New options for riders with a service animal coming this White Cane Day' dated 13 October 2021.

Section 24(a) of the DDA and refusal of the Respondent's services

17. On or around 11 March 2021, the Applicant began recording the occasions she was refused the Respondent's services.
18. During the Relevant Period, on the dates set out below in paragraphs [21] to [44], the Applicant experienced at least 32 occasions where she was refused the Respondent's services.
19. On each of the occasions when the Applicant was refused the Respondent's services, the refusal was made after she had accessed and used part of the Respondent's services:
- a. the Applicant used the Uber app to request an Uber vehicle to travel from and to particular locations; and
 - b. the Applicant had received information from the Uber app that the Respondent had confirmed a driver of an Uber vehicle had accepted the Applicant's request for point-to-point travel.
20. The Applicant was then refused the Respondent's services on each occasion when:
- a. the Respondent's driver failed to arrive at the Applicant's selected location for 'pick up' and cancelled the confirmed request for travel, without further communication with the Applicant;

- b. the Respondent's driver failed to arrive at the Applicant's selected location for 'pick up' and cancelled the confirmed request for travel, after exchanging messages with the Applicant, in which the driver refused to transport the Applicant with her assistance animal; or
- c. when the Respondent's driver arrived at the Applicant's selected location for 'pick up' and refused her entry to the vehicle and refused to transport the Applicant after becoming aware she was accompanied by her assistance animal.

Particulars

Particulars to be provided after discovery.

11 March 2021

21. On or around 11 March 2021, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 11 March 2021 at 2:37PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. The Respondent provided a refund of \$5.65 and Uber Cash compensation of \$35.00 to the Applicant.

22 April 2021

22. On or around 22 April 2021, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 22 April 2021 at 10:12AM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. The Respondent provided a refund of \$5.62 and Uber Cash compensation of \$35.00 to the Applicant.

7 June 2021

23. On or around 7 June 2021, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 7 June 2021 at 1:06PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. The Respondent provided a refund of \$5.03 and Uber Cash compensation of \$35.00 to the Applicant.

25 October 2021

24. On or around 25 October 2021, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 25 October 2021 at 2:19PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. The Respondent provided a refund of \$16.29 and Uber Cash compensation of \$35.00 to the Applicant.

5 November 2021

25. On or around 5 November 2021, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 5 November 2021 at 1:08PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. The Respondent provided a refund of \$15.41 and Uber Cash compensation of \$35.00 to the Applicant.

4 February 2022

26. On or around 4 February 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 4 February 2022 at 11:40AM, the Applicant was with her assistance animal and requested transport from the Respondent on two occasions.
- ii. The Applicant's requests for transport from the Respondent were refused.
- iii. On or around 4 February 2022 at 3:14PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. On or around 12 March 2022 at 8:37AM, the Respondent contacted the Applicant and confirmed that it had located its drivers that had denied her service.
- v. The Respondent provided Uber Cash compensation of \$35.00 to the Applicant.

18 March 2022

27. On or around 18 March 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 18 March 2022 at 11:32AM, the Applicant was with her assistance animal and requested transport from the Respondent on two occasions.
- ii. The Applicant's requests for transport from the Respondent were refused.
- iii. On or around 19 March 2022 at 4:09PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$97.00 and Uber Cash compensation of \$70.00 to the Applicant.

2 June 2022

28. On or around 2 June 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 2 June 2022 at 1:32PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 2 June 2022 at 4:34PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$11.06 and Uber Cash compensation of \$35.00 to the Applicant.

7 June 2022

29. On or around 7 June 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 7 June 2022 at 1:35PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 8 June 2022 at 4:53PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$10.98 and Uber Cash compensation of \$35.00 to the Applicant.

21 June 2022

30. On or around 21 June 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 21 June 2022 at 2:40PM, the Applicant was with her assistance animal and requested transport from the Respondent.
 - ii. The Applicant's request for transport from the Respondent was refused.
 - iii. On or around 23 June 2022 at 1:16PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
 - iv. The Respondent provided Uber Cash compensation of \$35.00 to the Applicant.
31. On or around 27 June 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 27 June 2022, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. The Respondent provided a refund, and Uber Cash compensation of \$70.00 to the Applicant.

14 July 2022

32. On or around 14 July 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 14 July 2022 at 1:32PM, the Applicant was with her assistance animal and requested transport from the Respondent on two occasions.
- ii. The Applicant's requests for transport from the Respondent were refused.
- iii. The Respondent provided a refund of \$12.34 and Uber Cash compensation of \$70.00 to the Applicant.

2 August 2022

33. On or around 2 August 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 2 August 2022, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 2 August 2022 at 4:00PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. On or around 2 August 2022 at 5:21PM, the Respondent acknowledged that it strives to provide a high quality service but it could do better.
- v. The Respondent provided a refund, and Uber Cash compensation of \$35.00 to the Applicant.

11 August 2022

- 34. On or around 11 August 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 11 August 2022 at 1:03PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 11 August 2022 at 4:01PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$11.00 and Uber Cash compensation of \$35.00 to the Applicant.

23 August 2022

- 35. On or around 23 August 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 23 August 2022 at 2:34PM, the Applicant was with her assistance animal and requested transport from the Respondent.

- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 25 August 2022 at 2:42PM, the Respondent acknowledged that the Applicant was continuing to experience issues in relation to her assistance animal.
- iv. The Respondent provided a refund of \$11.06 and Uber Cash compensation of \$35.00 to the Applicant.

6 September 2022

- 36. On or around 6 September 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 6 September 2022 at 1:37PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 6 September 2022 at 5:35PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$12.25 and Uber Cash compensation of \$35.00 to the Applicant.

16 September 2022

- 37. On or around 16 September 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 16 September 2022 at 1:34PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.

- iii. On or around 20 September 2022 at 2:54PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$10.94 and Uber Cash compensation of \$35.00 to the Applicant.

20 September 2022

- 38. On or around 20 September 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 20 September 2022 at 2:36PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 20 September 2022 at 3:59PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$11.12 and Uber Cash compensation of \$35.00 to the Applicant.

21 September 2022

- 39. On or around 21 September 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 21 September 2022 at 5:10PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.

- iii. On 21 September 2022 at 6:52PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$14.69 and Uber Cash compensation of \$35.00 to the Applicant.

29 September 2022

40. On or around 29 September 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 29 September 2022 at 1:04PM, the Applicant was with her assistance animal and requested transport from the Respondent on two occasions.
- ii. The Applicant's requests for transport from the Respondent were refused.
- iii. On or around 30 September 2022 at 3:28PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
- iv. The Respondent provided a refund of \$10.80 and Uber Cash compensation of \$70.00 to the Applicant.

4 October 2022

41. On or around 4 October 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 4 October 2022 at 1:32PM, the Applicant was with her assistance animal and requested transport from the Respondent.
- ii. The Applicant's request for transport from the Respondent was refused.
- iii. On or around 6 October 2022 at 3:59PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.

- iv. The Respondent provided a refund of \$11.10 and Uber Cash compensation of \$35.00 to the Applicant.

18 October 2022

- 42. On or around 18 October 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 18 October 2022 at 1:36PM, the Applicant was with her assistance animal and requested transport from the Respondent on two occasions.
- ii. The Applicant's requests for transport from the Respondent were refused.
- iii. On or around 18 October 2022 at 5:13PM, the Respondent acknowledged that the Applicant was continuing to experience issues in relation to her assistance animal.
- iv. The Respondent provided a refund of \$10.00 and Uber Cash compensation of \$70.00 to the Applicant.

8 November 2022

- 43. On or around 8 November 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 8 November 2022 at 1:34PM, the Applicant was with her assistance animal and requested transport from the Respondent on three occasions.
- ii. The Applicant's requests for transport from the Respondent were refused.
- iii. On or around 8 November 2022 at 4:11PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.

- iv. The Respondent provided a refund, and Uber Cash compensation of \$105.00 to the Applicant.

10 November 2022

- 44. On or around 10 November 2022, the Applicant was refused the Respondent's services.

Particulars

- i. On or around 10 November 2022 at 2:13PM, the Applicant was with her assistance animal and requested transport from the Respondent.
 - ii. The Applicant's request for transport from the Respondent was refused.
 - iii. On or around 10 November 2022 at 5:26PM, the Respondent acknowledged that the Applicant was continuing to experience issues regarding service refusal in relation to her assistance animal.
 - iv. The Respondent provided a refund of \$11.36 and Uber Cash compensation of \$35.00 to the Applicant.
- 45. Following each refusal described in paragraph [21] to [44] above, the Applicant made a new request for the Respondent's services using the Uber app, or arranged alternative transport such as via a taxi service.
 - 46. At the time of each refusal, the Applicant reported the refusal to the Respondent via the 'Report a service denial, assistance or assistance animal issue' tool within the Uber app.
 - 47. By reason of the matters pleaded at paragraph [46] above, the Respondent was aware of its ongoing and systemic refusals to transport the Applicant while accompanied by Vonda during the Relevant Period.

UNLAWFUL DISCRIMINATION

- 48. On each of the occasions described in paragraphs [21] to [44] above:

- a. when the Applicant was refused the Respondent's services or part of those services, she was treated less favourably than a prospective rider or rider who did not use an assistance animal when seeking or using the Respondent's services;
- b. the relevant circumstances being when prospective riders or riders used the Uber app to seek to use and receive the Respondent's services;
- c. a reason for the Respondent's refusal to provide the Applicant with its services was the Applicant's need to travel with Vonda, an assistance animal; and
- d. the Respondent discriminated against the Applicant in contravention of ss 5(1), 8(1) and 24(a) of the DDA.

49. On each of the occasions described in paragraphs [21] to [44] above:

- a. when the Applicant sought the Respondent's services or part of those services, she was treated less favourably than a prospective rider or rider who did not use an assistance animal when seeking or using the Respondent's services;
- b. the relevant circumstances being when prospective riders or riders used the Uber app to seek to use and receive the Respondent's services;
- c. a reason for the Respondent's manner in the way it addressed and responded to the Applicant's concerns about the way the Respondent's services were offered and provided occurred because of the Applicant's need to travel with Vonda, an assistance animal; and
- d. the Respondent discriminated against the Applicant in contravention of ss 5(1), 8(1) and 24(c) of the DDA.

50. Further, or in the alternative, on each of the occasions described in paragraphs [21] to [44] above, the Respondent:

- a. failed to make reasonable adjustments within the meaning of s 4 of the DDA;
- b. a reasonable adjustment for the Applicant was travelling with Vonda to use the Respondent's services;

- c. the failure to make this reasonable adjustment had the direct effect of treating the Applicant less favourably than a person who did not use an assistance animal to travel because she was unable to use the Respondent's services; and
- d. the Respondent discriminated against the Applicant in contravention of ss 5(2)(b), 8(1) and 24(a) of the DDA.

LOSS AND DAMAGE

- 51. By reason of the Respondent's contraventions of s 24 of the DDA, the Applicant experienced hurt, humiliation, disappointment, psychological harm, anxiety and distress as a consequence of each refusal and the cumulative and repeated refusals.
- 52. By reason of the Respondent's contraventions of s 24 of the DDA, on some occasions, the Applicant incurred additional expense by booking a taxi.

Particulars

- i. On 4 February 2022, the Applicant incurred an additional expense of \$8.27 and \$8.48 by booking taxis due to the service refusals.
 - ii. On 18 March 2022, the Applicant incurred an additional expense of \$8.90 by booking a taxi due to the service refusal.
 - iii. On 21 June 2022, the Applicant incurred an additional expense of \$9.02 by booking a taxi due to the service refusal.
 - iv. On 20 September 2022, the Applicant incurred an additional expense of \$9.13 by booking a taxi due to the service refusal.
 - v. On 21 September 2022, the Applicant incurred an additional expense of \$18.00 by booking a taxi due to the service refusal.
 - vi. On 18 October 2022, the Applicant incurred an additional expense of \$9.65 by booking a taxi due to the service refusals.
 - vii. On 8 November 2022, the Applicant incurred an additional expense of \$8.66 by booking a taxi due to the service refusals.
- 53. The Applicant's loss and damage has been aggravated by:

- a. the refusals to provide the Applicant with the Respondent's services; and
- b. the failure to adequately address her reports and prevent further refusals of services.

Particulars

- i. The Applicant refers to and repeats paragraphs [46]-[47] above.
- ii. Further particulars will be provided in evidence.

RELIEF

54. The Applicant seeks the following orders pursuant to s 46PO(4) of the AHRC Act:
- a. an order directing the Respondent not to repeat or continue the unlawful discrimination, by requiring the Respondent implement appropriate and effective measures to prevent ongoing unlawful discrimination;
 - b. an order requiring the Respondent to take reasonable steps to redress the loss and damage suffered by the Applicant by engaging in a process of co-design with representatives of the disability community to develop, trial and implement measures within the Respondent's operations and service provision to prevent systemic and/or future discrimination by the Respondent and its employees or agents;
 - c. an order requiring the Respondent to pay the Applicant damages by way of compensation for economic loss, being for out-of-pocket expenses incurred because of the Respondent's conduct;
 - d. an order requiring the Respondent to pay the Applicant damages in the sum of \$200,000.00 for:
 - i. non-economic loss, being for hurt, psychological harm, and distress suffered by the Applicant because of the Respondent's conduct; and
 - ii. aggravated damages for the repeated refusals to provide the Applicant a service and the Respondent's failure to adequately and appropriately address her reports thereby permitting the unlawful discrimination to continue.

- e. an order directing the Respondent to pay interest on judgment for any damages awarded to the Applicant;
- f. an order directing the Respondent to pay the Applicant's costs of this proceeding, in accordance with s 46PSA of the AHRC Act; and
- g. such further and other orders as the Court considers fit.

Date: 9 May 2025



Signed by Ellen Tilbury
Lawyer for the Applicant

This pleading was prepared by Ellen Tilbury, Mitchell Skipsey and Erin-Jura Turner Manners, lawyers, and settled by Kate Eastman SC and Chadwick Wong of counsel.

Certificate of lawyer

I, Ellen Tilbury, certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 9 May 2025

A handwritten signature in cursive script, appearing to read 'E. Tilbury', written in dark ink.

Signed by Ellen Tilbury
Lawyer for the Applicant