

FEDERAL COURT OF AUSTRALIA

District Registry: Queensland

Division: General

No: QUD 535 of 2013

LEX WOTTON

First Applicant

AND

AGNES WOTTON

Second Applicant

AND

CECILIA ANNE WOTTON

Third Applicant

AND

DELPHINE DAWN CLAY

Sub-Group Representative Travel Restriction Sub-Group Claim

AND

YVETTE GAIL WOTTON

Sub-Group Representative General Damages Sub-Group Claim

AND

ROY LEONARD BRAMWELL

Individual Group Member

AND

STATE OF QUEENSLAND

First Respondent

AND

COMMISSONER OF THE QUEENSLAND POLICE SERVICE

Second Respondent

DEED OF SETTLEMENT

G R Cooper
Crown Solicitor
11th Floor
State Law Building
50 Ann Street
BRISBANE QLD 4000

resident there at and including 17 June 2010 (but which date was subsequently amended to 25 March 2010).

- C. On 5 December 2016, The Honourable Justice Mortimer of the Federal Court of Australia delivered her judgment in relation to the Proceeding (*Wotton v State of Queensland* (No 5) [2016] FCA 1457) (**Liability Judgment**), and found that identified officers of the Queensland Police Service had committed unlawful racial discrimination, in contravention of section 9 of the RD Act and as such, the State of Queensland was consequentially vicariously liable. Justice Mortimer awarded the Applicants a cumulative sum of \$220,000 in damages plus interest.
- D. The Liability Judgment was confined to the claims of the Applicants and the issues of fact and law common to the claims of the Applicants and the Group Members. Justice Mortimer held that, to the extent that they were not common with the claims of the Applicants, the claims of the group members would be determined at a later date. At the time the Liability Judgment was delivered, the number of group members had not been determined as no process had taken place by which group members could register an intention to bring an individual claim in the Proceeding.
- E. On 17 August 2017, in accordance with the Orders made by Justice Mortimer on 20 April 2017, as varied on 12 July 2017, solicitors for the Applicants, Levitt Robinson, filed in the Federal Court a list of 430 persons who had registered as group members and who intended to bring a claim for compensation or other redress in the Proceeding (**Registered Group Members**).
- F. On 29 August 2017 Justice Mortimer made orders:
 - (a) Pursuant to s 33Q(2) of the *Federal Court of Australia Act 1976* (Cth) appointing Delphine Dawn Clay as the Sub-Group representative on behalf of the Travel Restriction Sub-Group; and
 - (b) Pursuant to s 33Q(2) of the *Federal Court of Australia Act 1976* (Cth), appointing Yvette Gail Wotton as the Sub-Group representative on behalf of the General Damages Sub-Group.

- G.** At the time of execution of this Deed, the Respondents are aware that an application (**list amendment application**) is to be made to the Court to amend the list of Registered Group Members.
- H.** The Registered Group Members are comprised of people who fall within the following sub-groups:
- (i) the ‘SERT’ Sub-Group as identified in the Further Amended Originating Application filed by the Applicants on 24 August 2015;
 - (ii) the ‘Travel Restriction’ Sub-Group which consists of those Group Members who:
 - (a) have registered their intention to make a claim in accordance with the Orders made in this matter by Justice Mortimer on 20 April 2017, as varied on 12 July 2017; and
 - (b) as a result of the making of a declaration of an emergency situation on Palm Island at or about 1:45pm on 26 November 2004 and the conduct of officers of the Queensland Police Service incidental to or arising from that declaration until the revocation of that declaration at 8:10am on 28 November 2004, were the subject of one or more distinctions, exclusions, restrictions or preferences based on race which nullified or impaired the recognition, enjoyment or exercise on an equal footing of the rights of those sub-group members:
 - i. as persons lawfully within the territory of the Commonwealth of Australia, to the liberty of movement within that territory, under Article 12(1) of the *International Covenant on Civil and Political Rights*; and/or
 - ii. to freedom of movement and residence within the border of the Commonwealth of Australia, under Article 5(d)(i) of the *International Convention on the Elimination of All Forms of Racial Discrimination (ICERD)*; and/or

- iii. of access to any service intended for use by the general public, under Article 5(f) of the ICERD.
 - (iii) the 'General Damages Sub-Group which consists of those Group Members who:
 - (a) have registered their intention to make a claim in accordance with the Orders made in this matter by Justice Mortimer on 20 April 2017, as varied on 12 July 2017;
 - (b) do not fall into:
 - i. the Travel Restriction Sub-Group; or
 - ii. the SERT Sub-Group; and
 - (c) have suffered loss or damage by reason of the conduct of the Queensland Police Service pleaded in the Third Further Amended Statement of Claim filed by the Applicants on 24 August 2015.
- I.** On 29 August 2017 Justice Mortimer ordered, pursuant to s 33R(1) of the Act, that Roy Leonard Bramwell (**Mr Bramwell**), one of the Registered Group Members, be permitted to appear in the Proceeding for the purposes of bringing his individual claim for relief.
- J.** On 1 November 2017, Justice Mortimer ordered that the parties attend a mediation of the Registered Group Members' claims before The Honourable Michael McHugh, AC QC in Townsville on 6, 7 and 8 December 2017.
- K.** On 7 December 2017 the parties reached a conditional settlement of the Claims in the Proceeding, subject to the preparation and execution of appropriate settlement documentation, and approval by the Court.

- L. The parties have agreed to enter into this Deed to record the terms of settlement for which they will seek the Court's approval pursuant to s 33V of the Act.
- M. Subject to order of the Court under s 33V of the Act, the Applicants and Sub-Group Representatives enter into this Deed on behalf of all Group Members and in so doing all Group Members are bound by the terms of this Deed.

AGREED TERMS:

1. RECITALS

- 1.1. The Recitals to this Deed form part of it.

2. DEFINITIONS

- 2.1. In this Deed, the following terms have the meanings defined below:
 - 2.1.1. "Apology" means the apology to be given by the First Respondent in accordance with clause 4.1.2 and in the form specified in Annexure B to this Deed;
 - 2.1.2. "Applicants" means the First Applicant, Second Applicant and Third Applicant;
 - 2.1.3. Approval Costs means the Applicants' costs of obtaining the Settlement Approval Order, as approved by the Court.
 - 2.1.4. "Bramwell Settlement Amount" means the amount specified in Annexure A to this Deed;
 - 2.1.5. "Claims" means any and all claims (present and future and including any claim for costs) of any Group Member arising out of, or in connection with the Proceeding or the subject matter of the Proceeding;
 - 2.1.6. "Court" means the Federal Court of Australia;

- 2.1.7. "Deed" means this Deed of Settlement;
- 2.1.8. "Exhaustion of Appeal Date" means:
- (a) if within the applicable appeal period after a Settlement Approval Order is made, there has been no appeal from the Settlement Approval Order and no other proceeding otherwise challenging the validity of the Settlement Approval Order has been commenced – the day which is the day after the last day of the applicable appeal period; or
 - (b) if within the applicable appeal period after a Settlement Approval Order is made, there has been an appeal commenced from the Settlement Approval Order or a proceeding otherwise challenging the validity of the Settlement Approval Order – the first to occur of:
 - (i) the day on which the appeal or proceeding is discontinued, dismissed or otherwise disposed of in a manner or circumstances in which no further appeal is possible; or
 - (ii) the period for bringing any further appeal in respect of the earlier appeal or judgment expires without any further appeal being commenced;
- 2.1.9. "Group Members" means all persons represented by the Applicants in the Proceeding and, for the avoidance of any doubt, includes the Sub-Group Representatives, Roy Bramwell, all Registered Group Members, and all Unregistered Group Members;
- 2.1.10. "Holding Account" means the bank account to be established in accordance with clause 5.1;
- 2.1.11. "Outstanding Costs" means the Applicants', Sub-Group Representatives' and Mr Bramwell's costs of the Proceeding to date, excluding the Approval Costs, as approved by the Court;

- 2.1.12. "Registered Group Member" means any Group Member who has registered an intention to bring a claim for compensation or other redress in the Proceeding, either in compliance with the Orders made by Justice Mortimer on 20 April 2017 (as varied on 12 July 2017), or otherwise pursuant to leave of the Court, including pursuant to the list amendment application referred to in Recital G above;
- 2.1.13. "Release Date" means (a) the date on which the Settlement Fund is transferred into the Settlement Fund Account, or (b) the date on which the First Respondent makes the Apology, whichever is later;
- 2.1.14. "Respondents" means and includes the State of Queensland and the Commissioner of the Queensland Police Service;
- 2.1.15. Scheme Administrator has the same meaning as it does in the Settlement Scheme;
- 2.1.16. "Settlement Amount" means the amount of \$30,000,000 (Thirty Million Australian Dollars) to be paid by the First Respondent in accordance with clause 4.1.1;
- 2.1.17. "Settlement Approval" means the approval of the terms of the settlement of the Proceeding in accordance with this Deed and the Settlement Scheme by the Court pursuant to s 33V of the Act;
- 2.1.18. "Settlement Approval Application" means the application to be filed by the Applicants in accordance with clause 6.1;
- 2.1.19. "Settlement Approval Date" means the date on which orders are made by the Court granting Settlement Approval;
- 2.1.20. "Settlement Approval Order" means an order by the Court granting Settlement Approval;
- 2.1.21. "Settlement Fund" means the monies to be paid into the Settlement Fund Account in accordance with clause 5.5;

- 2.1.22. "Settlement Fund Account" means the bank account to be established in accordance with clause 5.3;
- 2.1.23. "Settlement Scheme" means the terms of the Settlement Scheme as set out at Annexure C to this Deed, including any annexures;
- 2.1.24. "Sub-Group Representatives" means the sub-group representatives of the Travel Restriction and General Damages Sub-Groups;
- 2.1.25. "Unregistered Group Member" means a Group Member who is not a Registered Group Member.

3. INTERPRETATION

- 3.1. the expression "party" means a party to this Deed and "parties" has a corresponding meaning;
- 3.2. clause headings are inserted for convenience only and are not to be used in the interpretation or construction of this Deed;
- 3.3. words importing any gender include all other genders;
- 3.4. words importing the singular include the plural and vice versa;
- 3.5. a reference to a clause is a reference to a clause of this Deed;
- 3.6. a reference to a person includes a natural person, corporation, incorporated association, statutory association, the Crown and other type of legal entity; and
- 3.7. a reference to a natural person extends to and includes personal representatives, successors and permitted assigns.

4. TERMS OF SETTLEMENT

4.1. In resolution of the Claims in the Proceeding, and all other disputes or potential disputes arising out of the Proceeding or in connection with the subject matter of the Proceeding, and in consideration of the matters referred to in clause 4.2 of this Deed, the First Respondent agrees:

4.1.1. to pay the sum of \$30,000,000 (Thirty Million Australian Dollars) (inclusive of legal costs, the cost of administering the Settlement Scheme, and interest) (**Settlement Amount**) in accordance with clause 5 of this Deed; and

4.1.2. to issue an apology on a one quarter page in one edition of the 'Courier Mail', the 'Townville Bulletin' and the 'Palm Island Voice' in the terms set out at Annexure B to this Deed (**Apology**), within twenty-one days of the Settlement Approval Date.

4.2. In consideration of the matters referred to in clause 4.1 of this Deed and subject to the Court granting Settlement Approval:

4.2.1. the Applicants agree to settle any outstanding Claims in the Proceeding brought against the Respondents pursuant to the Further Amended Originating Application filed by the Applicants on 24 August 2015, inclusive of costs, including the Claims of the SERT Sub-Group;

4.2.2. Delphine Dawn Clay agrees to settle her Claim and the Claims of the Travel Restriction Sub-Group in the Proceeding, inclusive of costs;

4.2.3. Yvette Gail Wotton agrees to settle her Claim and the Claims of the General Damages Sub-Group in the Proceeding, inclusive of costs;

4.2.4. Mr Bramwell agrees to settle his individual Claim for relief in the Proceeding, inclusive of costs; and

4.2.5. the Applicants, the Sub-Group Representatives, and Mr Bramwell otherwise agree to grant the releases in clause 7 of this Deed.

4.3. The settlement reached between the parties is effected without any admission of liability by the Respondents (including the First Respondent's present and former officers, servants, employees, agents, successors and assigns), save to the extent such liability has been determined in the Liability Judgment.

5. PAYMENT

5.1. Within 7 days of the date of this Deed, the First Respondent must establish an interest-bearing controlled monies account named "Palm Island Class Action Settlement Holding Account" (**Holding Account**) and, upon establishing the Holding Account must, within 28 days:

5.1.1. pay the Settlement Sum into the Holding Account; and

5.1.2. promptly inform the solicitors for the Applicants of the details of the Holding Account and confirm that the Settlement Sum has been paid into the Holding Account.

5.2. The monies in the Holding Account may only be paid out of the Holding Account in accordance with the terms of this Deed. Until the monies are so paid out, money in the Holding Account is held on trust for the First Respondent.

5.3. By no later than 5 days after the Exhaustion of Appeal Date, the solicitors for the Applicants are to establish an interest-bearing controlled monies account called the "Palm Island Class Action Settlement Fund Account" (**Settlement Fund Account**), with Stewart Alan Levitt and another person nominated by the Applicants as joint signatories and to notify in writing the Respondents of the establishment and details of that account.

5.4. Within 3 days after receiving notice in writing of the establishment and details of the Settlement Fund Account, the First Respondent must pay the Settlement

Sum, less any bank fees or tax associated with that payment (**Settlement Fund**) into the Settlement Fund Account.

5.5. Upon the payment of the Settlement Amount into the Settlement Fund Account:

5.5.1. the First Respondent will cease to have any right, title or interest in, or claim to, any part of the Settlement Fund; and

5.5.2. the Applicants must instruct their legal representatives to distribute the funds in the Settlement Fund as follows:

- (a) first, an amount for the Outstanding Costs and the Approval Costs to be paid to Levitt Robinson;
- (b) second, the Bramwell Settlement Amount to be paid to Roy Bramwell;
- (c) third, the balance in accordance with the Settlement Scheme.

5.6. No monies may be paid out of the Settlement Fund, save in accordance with the terms of this Deed and of the Settlement Scheme.

6. SETTLEMENT APPROVAL APPLICATION

6.1. The Applicants and the Sub-Group Representatives must, within 14 days of the date of this Deed, make an application to the Court (**Settlement Approval Application**) for:

6.1.1. an order approving the form and content of a notice to Group Members informing them of:

- (a) the main provisions of the Settlement;
- (b) the Applicants' intention to apply for Court approval of the Settlement;

- (c) the right of Group Members to apply to be heard on the question of whether approval of the Settlement should be granted;
 - (d) the date of the approval hearing (if a date has been set);
- 6.1.2. an order approving the method by which the notice is to be given to Group Members;
- 6.1.3. a Settlement Approval Order;
- 6.1.4. an order appointing Stewart Alan Levitt as Scheme Administrator;
- 6.1.5. an order authorising the Applicants *nunc pro tunc* to enter into this Deed on behalf of each of the Group Members, pursuant to s 33ZF of the Act;
- 6.1.6. an order authorising the Sub-Group Representatives *nunc pro tunc* to enter into this Deed on behalf of each of the respective Sub-Group Members, pursuant to s 33ZF of the Act;
- 6.2. The Applicants are responsible for tendering such evidence to the Court as may reasonably be required in support of the Settlement Approval Application.
- 6.3. The Respondents will support the Settlement Approval Application and will do all things reasonably necessary to facilitate the Settlement Approval Application being granted.

7. RELEASES

On and from the Release Date:

- 7.1. The settlement reached between the parties as outlined in this Deed may be pleaded as a bar to any further proceedings by the Applicants, and Sub-Group Representatives, Group Members arising out of or in connection with, whether directly or indirectly, the allegations in and the facts, matters, and/or circumstances of the Proceeding, against the Respondents (including the First Respondent's present and former employees, servants and/or agents). Such bar

will not prevent the Scheme Administrator, the Applicants or any Group Members from making any application to the Court in connection with the administration of the Settlement Scheme prior to the dismissal of the proceedings in accordance with clause 9.1.

- 7.2. The Applicants, Sub-Group Representatives, and Group Members release and forever discharge the Respondents (including the First Respondent's present and former employees, servants and agents), from all actions, proceedings, claims and demands whatsoever which the Applicants, Sub-Group Representatives and Group Members or any person claiming by, through or under any of them may now or hereafter have against them or any of them for loss or damage sustained by any Applicant, Sub-Group Representative, or Group Member or any person claiming by, through or under them as a result of or arising out of or in connection with, whether directly or indirectly, the allegations in and the facts, matters and/or circumstances giving rise to the Proceeding.
- 7.3. The Applicants, the Sub-Group Representatives, and the Group Members acknowledge that they, or any person acting on their behalf, have no further claim or demands against the Respondents (including the First Respondent's present and former employees, servants and agents), arising out of or in connection with, whether directly or indirectly, the allegations in, and the facts, matters and/or circumstances giving rise to the Proceeding.

8. TERMINATION

- 8.1. Unless otherwise agreed in writing by the parties, this Deed terminates if any of the following events occur:
- 8.1.1. there is a default in payment by the First Respondent under clause 5 and the Applicants elect to terminate this Deed; or
- 8.1.2. Settlement Approval does not occur; or
- 8.1.3. There is a successful Appeal from the Settlement Approval Order with the result that the Settlement Approval Order is set aside.

8.2. Within 14 days of termination under clause 8.1 of this Deed,

8.2.1. any monies in the Holding Account must be repaid to the First Respondent, together with any interest earned on those monies, less any bank fees and taxes; and

8.2.2. the First Respondent may take all necessary steps to cause those payments to occur.

8.3. The parties agree that, if this Deed is terminated for any reason, this Deed may not be adduced in evidence, or otherwise referred to or relied on, in any proceeding other than a proceeding for, or in respect of, the enforcement of the terms in this Deed.

9. DISMISSAL OF THE PROCEEDING

9.1. Within two Business Days of completion of the Settlement Scheme, the Applicants must apply to the Court for orders dismissing the Proceeding with no order as to costs and, if and insofar as may be necessary, the Respondents must consent to an order dismissing the Proceeding with no order as to costs.

10. ADMINISTRATION OF SETTLEMENT SCHEME

10.1. The Settlement Scheme is a part of this Deed and each Party agrees to be bound by its terms.

10.2. If there is any inconsistency between this Deed and the Settlement Scheme, this Deed will prevail.

10.3. The Respondents agree that, for the purposes of administration of the Settlement Scheme, the Scheme Administrator may disclose to an assessor or reviewer of a claim under the Settlement Scheme any information that was disclosed by the Respondents to the Applicants in the course of the Proceedings, including where that information was disclosed under compulsion.

10.4. The parties agree that if, after the Release Date, the Scheme Administrator makes any application/s to the Court concerning the administration of the Settlement Scheme, there is no requirement for the Respondents to appear at any such application/s.

11. EXECUTION

11.1. This Deed may be executed in any number of counterparts and all counterparts, taken together, will be taken to form one Deed. A party may execute this Deed by executing any counterpart. All parties agree that a facsimile of a party's signature or other electronically transmitted signature of a party is sufficient to indicate their approval of the terms of the Deed and agree to be so bound.

12. GENERAL

12.1. **Waiver:** No delay on the part of a party in exercising any right, power, or privilege under this Deed will operate as a waiver. No waiver on the part of a party of any right, power or privilege under this Deed operates as a waiver of any other right, power or privilege of that party under this Deed. No single or partial exercise of any right, power or privilege under this Deed precludes any further exercise of any right, power or privilege under this Deed.

12.2. **Severance:** If any provision of this Deed is void, voidable by either party, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be read down, the provision (or where possible the offending words) is to be severed from this Deed without affecting the validity, legality or enforceability of the remaining provision or parts of those provisions of this Deed which will continue in full force and effect.

12.3. **Completeness:** The parties agree and acknowledge that this Deed terminates and supersedes any prior oral or written agreements between the parties in relation to the Proceeding and constitutes an entire understanding between the parties.

12.4. **Governing Law:** This Deed is governed by and is to be construed in accordance with the laws from time to time in force in Australia and the parties irrevocably submit to the exclusive jurisdiction of the Federal Court and any courts competent to hear appeals therefrom.

EXECUTED AS A DEED

SIGNED BY LEX WOTTON)	
on the day of (insert) 2018)	
in the presence of:)	_____
)	

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

SIGNED BY AGNES WOTTON)	
on the day of (insert) 2018)	
in the presence of:)	_____
)	

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

SIGNED BY CECILIA ANNE WOTTON)	
on the day of (insert) 2018)	
in the presence of:)	_____
)	

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

SIGNED BY DELPHINE DAWN CLAY)	
on the day of (insert) 2018)	
in the presence of:)	_____
)	

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

SIGNED BY YVETTE GAIL WOTTON)	
on the day of (insert) 2018)	
in the presence of:)	_____
)	

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

SIGNED BY ROY LEONARD BRAMWELL)	
on the day of (insert) 2018)	
in the presence of:)	_____
)	

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

SIGNED FOR AND ON BEHALF OF THE STATE OF QUEENSLAND by a person authorised to do so on the day of (insert) 2018 in the presence of:)	 <hr/> (for and on behalf of the State of Queensland)
)	
)	
)	

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

SIGNED BY COMMISSONER OF THE QUEENSLAND POLICE SERVICE on the day of (insert) 2018 in the presence of:)	 <hr/>
)	
)	
)	

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness



Annexure "C"

levitt robinson

Wotton & Others

v

State of Queensland & Another

Palm Island Class Action Settlement Scheme

Levitt Robinson

Ground Floor, 162 Goulburn Street

EAST SYDNEY NSW 2010

Ph: (02) 9286 3133

Fax: (02) 9283 0005

Ref: Brett Imlay/Daniel Meyerowitz-Katz

Email: bimlay@levittrobinson.com; dmkatz@levittrobinson.com

Liability limited by a scheme approved under professional standards legislation

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ABOUT THIS SETTLEMENT SCHEME

This document is called the “**settlement scheme**”. It has a lot of important information for people who are “**group members**” in the Palm Island Class Action.

You are a group member in the class action if you are an Aboriginal or Torres Strait Islander person and you were “**ordinarily resident**” on Palm Island on 19 November 2004 (which means you usually lived there or it was your home) and you were still ordinarily resident there (or still usually lived there) on 10 March 2010.

Almost all of the group members are going to be paid compensation by the State of Queensland. This settlement scheme tells you how that is going to happen.

This settlement scheme is long and has a lot of complicated information in it. You don't have to read it all at once, and you can read things over a few times if you want. If you don't understand something, then you can ask someone to help you understand it.

Sometimes you will see words quoted and in bold, “**like this**”. If you see that, it means those words are a “**defined term**”. Words are a defined term when they have a special meaning that they don't normally have, or that a lot of people don't understand.

The first time that we use a defined term, we will tell you what it means. Sometimes we will say what it means a few times in the settlement scheme, because it is very important. You can see a list of all of the defined terms and the page numbers where we say what they mean at the end of the settlement scheme, where it says, “**PART L: List of defined terms**”.

If you have any questions about the things in this settlement scheme you can:

- (a) call us on 02 9286 3133 or 0476 288 518,
- (b) email us at palmisland@levittrobinson.com, or
- (c) post us a letter at PO Box 850, Darlinghurst NSW 1300.

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THE SETTLEMENT SCHEME

PART A: WHAT IS THE SETTLEMENT SCHEME?

- 1 A class action was brought by Lex, Agnes and Cecilia Wotton against the State of Queensland and the Commissioner of the Queensland Police Service. The case was called *Wotton & Others v State of Queensland & Another* (which we call the "**Palm Island Class Action**") and it was about the police investigation into the death of Mulrunji Doomadgee in November 2004 and the police response to the protests in the community at that time. The class action is in the Federal Court of Australia. In this settlement scheme, when we say "**the court**" we mean the Federal Court of Australia.
- 2 A class action is a lawsuit that is brought by one or more people (who are called the "**applicants**") on behalf of a group of people (who are called the "**group members**") against one or more other people (who are called the "**respondents**"). It is called a class action when the applicants and the group members have similar claims against the respondents.
- 3 The group members in this class action are Aboriginal people and Torres Strait Islanders who were "**ordinarily resident**" on Palm Island on 19 November 2004 (which means they usually lived there or it was their home) and were still ordinarily resident there (or still usually lived there) on 10 March 2010.
- 4 The applicants in this class action are Lex, Agnes, and Cecilia Wotton, and the respondents are the State of Queensland and the Commissioner of the Queensland Police Service.
- 5 On 5 December 2016, the court decided that the applicants should get paid compensation for what happened to them. This was called the "**judgment**". Because of the judgment, some group members could also bring a claim for compensation.
- 6 In 2017 the group members were given a chance to register if they thought that they were group members and may be able to claim compensation in the class action. The group members who are registered are called the "**registered group members**".
- 7 The State of Queensland has agreed to pay \$30 million to the registered group members for compensation and legal costs. That money is called the "**settlement fund**". Out of that \$30 million, there is about \$26.5 million for

compensation and about \$3.5 million for legal costs, although those amounts might change slightly. We explain how they might change later in this settlement scheme.

8 Almost all registered group members will be paid some money out of the settlement fund, but the amount they get depends on what happened to them in November 2004.

9 The settlement scheme sets out how the settlement fund is going to be paid to group members. The settlement scheme has been approved by the court.

A1: Who is the scheme administrator and who are we?

10 Stewart Alan Levitt has been appointed by the court as the “**scheme administrator**”. The court has said Mr Levitt will be the person who manages the settlement fund and organises how and when group members are paid out of the settlement fund. It is his job to make sure that everything in the settlement scheme gets done the way it is supposed to. Doing what the settlement scheme says is called “**administering**” the settlement scheme.

11 Levitt Robinson were the lawyers who worked for Lex, Agnes and Cecilia Wotton in the class action. They are also the lawyers for the scheme administrator.

12 “**We**” are the scheme administrator (Stewart Alan Levitt) and Levitt Robinson, as the lawyers for the scheme administrator. When the settlement scheme talks about “we” or “us”, that’s who it means.

13 Most of the registered group members have also hired Levitt Robinson to be their lawyers in the class action. You might have done this by filling out a form called a “**No Win No Fee Cost Agreement**”.

14 You can ask us any questions that you want to about the settlement scheme. If you want to ask us a question, you should contact us by:

- (a) calling 02 9286 3133 or 0476 288 518;
- (b) emailing palmisland@levittrobinson.com; or
- (c) sending a letter to PO Box 850, Darlinghurst NSW 1300.

A2: Who are you?

- 15 This settlement scheme is for people who are registered group members in the Palm Island Class Action. When we say “**you**”, we are talking to the registered group members.
- 16 If you are not a registered group member, then the things in this settlement scheme are not about you.

PART B: NOTICES TO YOU

- 17 There are a few times when the settlement scheme says we have to send you a letter telling you something. We will have to do that when we decide what sub-group you are in or if there has been an assessment about how much you will get paid. If you ask for a review, we will have to send you a letter telling you what the outcome is.
- 18 When the settlement scheme says we have to send you a letter telling you something, that letter is called a “**notice**”. Any notice that we send you that tells you about a decision about your claim will also tell you the reasons why the decision was made.
- 19 If we have to send you a notice, we will do this in up to four ways.
- 20 The first way is to post the notice to the address that you have given us. We will only do this if you have given us a postal address that is not on Palm Island. We will not post the notices to Palm Island as the post office there does not deliver post to individual addresses.
- 21 The second way that we will give you the notice is by emailing it to you. We will only do this if you have given us an email address. We know that a lot of people don't have email addresses, so don't worry if you don't.
- 22 The third way that we may give you the notice is by delivering the notice to you by courier at an address that you have provided to us.
- 23 The fourth way that we will give you a notice is by giving it to you personally on Palm Island or in Townsville.

IMPORTANT: You should make sure that we can contact you so we can give you the notices.

If you do not get the notices until later, you will not know what is happening in the class action, and that means you might miss out on some of the compensation that you should be paid.

24 To make sure that we know how we can contact you, you can:

- (a) call us on 02 9286 3133 or 0476 288 518,
- (b) email us at palmisland@levittrobinson.com, or
- (c) send a letter to PO Box 850, Darlinghurst NSW 1300.

PART C: HOW DO YOU KNOW WHETHER YOU WILL BE PAID COMPENSATION FROM THE SETTLEMENT FUND?

C1: Are you a registered group member?

25 To be paid money out of the settlement fund, you have to be a “**registered group member**”. Almost all of the registered group members will be paid some money out of the settlement fund, but they will not all be paid the same amount.

26 To be a registered group member, you must have registered with Levitt Robinson or with the court by 1 July 2017, or the court has given you permission to register late. If you are not sure whether you are a registered group member, you can find out by:

- (a) calling 02 9286 3133 or 0476 288 518;
- (b) emailing palmisland@levittrobinson.com;
- (c) sending a letter to PO Box 850, Darlinghurst NSW 1300;
- (d) asking us if you see us on Palm Island or in Townsville.

27 If you are a group member but you are not on the list of registered group members, that means that you did not register as a group member on time. **If you did not register on time, you will not be paid anything out of the settlement fund.** You will only be paid money out of the settlement fund if your name is in the list of registered group members.

C2: Which sub-group are you in?

- 28 The group members in the class action have been broken up into three “**sub-groups**”, based on what happened to them in November 2004. If you are a registered group member, that means you are in at least one of the sub-groups. The amount that you will be paid out of the settlement fund will depend on which sub-group you are in. Some people are in more than one sub-group.
- 29 The first sub-group is called the “**SERT sub-group**”. “**SERT**” stands for the “Special Emergency Response Team”. That’s the name of the police special forces squad that was raiding peoples’ houses on Palm Island in 2004 after the fire in the police station. You are in the SERT sub-group if you were there when the SERT squad was raiding peoples’ houses or arresting people and you were in a house that was raided, you were arrested or you saw what was happening. You are also in the SERT sub-group if the SERT squad raided your house.
- 30 The SERT sub-group has four different kinds of claims. Most people in the SERT sub-group have one of these claims, but a few might have more than one. We explain these claims in the part of this settlement scheme called “**C3: Types of SERT sub-group claims**”.
- 31 The second sub-group is called the “**travel restriction sub-group**”. When everything was happening in November 2004, the police shut down the ferry and the airport, so that no one could get to Palm Island or leave Palm Island. You are in the travel restriction sub-group if you tried to get to Palm Island or leave Palm Island, but you couldn’t do that because you couldn’t get on a ferry or a flight.
- 32 If you are in the SERT sub-group, you might also be in the travel restriction sub-group.
- 33 The third sub-group is called the “**general damages sub-group**”. If you are not in the SERT sub-group or the travel restriction sub-group, and you are a registered group member then you are in the general damages sub-group.
- 34 Some group members in the general damages sub-group and the travel restriction sub-group will get more than others depending on what happened to them in November 2004. We will tell you if we think that you are one of these people in the “**sub-group notice**”. We explain what the sub-group notice is at paragraph 80 of this settlement scheme.

35 We explain how it will be decided which people in the general damages sub-group and travel restriction sub-group will get more than others, in the part of this settlement scheme called "**E6: Further damages for general damages and travel restriction sub-groups**".

C3: Types of SERT sub-group claims

36 There are four different types of claim in the SERT sub-group. If you are in the SERT sub-group, the amount of compensation you get will depend on the type of claim you have.

37 The first type of claim is called a "**SERT-present**" claim. You have a SERT-present claim if the SERT squad raided your home or the place you were living, staying or visiting on Palm Island, and you were there at the time.

38 The second type of claim is called a "**SERT-witness**" claim. You have a SERT-witness claim if you were there when the SERT squad raided someone's home or arrested someone, but you were not present in any of the houses at the time they were raided, you were not assaulted by them, and they didn't raid your home.

39 The third type of claim is called a "**SERT-property**" claim. You have a SERT-property claim if the SERT squad raided your home, but you weren't there at the time.

40 The fourth type of claim is called a "**SERT-assault**" claim. You have a SERT-assault claim if you were a SERT-witness who was also assaulted by the SERT squad.

41 Being assaulted by the SERT squad doesn't just mean that they physically hurt you. It could also mean that they pointed a gun at you or threatened you, so that you thought they were about to physically hurt you.

42 You can have more than one different SERT sub-group claim. For example, if your home was raided when you were not there, but you were at someone else's home when it was raided, you could have a SERT-property claim and a SERT-present claim.

43 How it will be decided how much compensation the people in the SERT sub-group will get is set out in the part of this settlement scheme called "**PART F: How will the compensation that the SERT sub-group get be decided?**"

C4: People who can't be paid compensation

44 Some people might have registered as group members who are not entitled to compensation. This might be because:

- (a) they registered as group members but they are not actually group members, because they are not Aboriginal or Torres Strait Islander People, or because they were not ordinarily resident on Palm Island at the relevant times; or
- (b) they have already been paid compensation for the things they are claiming for.

45 If the scheme administrator decides that you aren't entitled to compensation, he will say this in your sub-group notice and he will also say why he decided that you are not entitled to be paid compensation. If you don't agree with that decision, you can ask for a review. We explain this in the part of this settlement scheme called "**E7: What do you do if you think that the scheme administrator has made a mistake in the sub-group notice?**"

PART D: HOW WILL THE SETTLEMENT FUND BE PAID?**D1: Our fees**

46 Levitt Robinson have been working for the applicants and the group members in the class action on a "**no win no fee**" basis. That means that the group members have not had to pay Levitt Robinson any money for the work they have done until now (although Levitt Robinson were paid some money by the Queensland Government after the applicants won their case).

47 Now that almost all of the registered group members will be paid compensation, that means they have "won", and so Levitt Robinson will now charge for their fees for the work that they have done for you.

48 The court has said that Levitt Robinson will be paid **\$XX** for the work that Levitt Robinson has done for the group members but has not been paid for, which is called the "**outstanding costs**". Those fees will be paid to Levitt Robinson out of the settlement fund as soon as possible. Levitt Robinson will also be paid for the work they did in preparing the settlement scheme and going to the court to have the settlement approved. The court has said that they can be paid **\$XX** for that work, which is called the "**approval costs**".

- 49 The court has also said that the scheme administrator can be paid up to \$XX for the costs of administering the settlement scheme, which are called the “**administration costs**”. That amount includes the fees charged by Levitt Robinson and by the other people that the scheme administrator will hire to help with the administration, like the barristers who will be the assessors and reviewers, and the psychiatrists who will assess the SERT sub-group members for any psychological injury or condition they might have from what happened.
- 50 Levitt Robinson is entitled to send a bill to the scheme administrator once every 30 days or so. The fees will then be paid out of the settlement fund. You can ask to see the bills if you want to.
- 51 If the scheme administrator incurs administration costs that are more than the limit the court has set, he will have to ask the court for permission first before any extra administration costs can be paid out of the settlement fund.

D2: Sub-group representative payments and Roy Bramwell’s payment

- 52 Each of the sub-groups had someone who was the “**sub-group representative**”. That means that they were making a claim for compensation for everyone who was in the sub-group.
- 53 The sub-group representatives for the SERT sub-group were Lex, Agnes, and Cecilia Wotton. The sub-group representative for the travel restriction sub-group was Delphine Dawn Clay, and the sub-group representative for the general damages sub-group was Yvette Gail Wotton.
- 54 The sub-group representatives will each be paid an extra \$2,000 out of the settlement scheme, on top of the money that they have received or will receive as compensation. This is called the “**sub-group representative payment**”. It is being paid to them because they had to give up a lot of time and do a lot of work for the people in the sub-groups, like speaking to the lawyers to tell them about their claim and what to do in the case, and going to the mediation to make a deal with the government and the police about how much was going to be paid. It is also being paid to them because they took a risk when they became the sub-group representatives, which meant that they might have had to go to court, and that they would have had to pay the fees of the lawyers for the government and the police if they had lost.
- 55 One other person who will get a payment that is different from what the other group members are getting is Roy Bramwell. He has brought his own claim for compensation in the class action because of what happened to him when he

was in the police station with Mulrunji Doomadgee. He is the only person who was there, and so no one else has a claim like his. He has agreed with the respondents on how much he will be paid and so his claim will be paid out of the settlement fund separately and will not be included in the settlement scheme.

56 The sub-group representative payments and Roy Bramwell's payment will be made out of the settlement fund as soon as possible.

D3: Summary of payments to the registered group members

57 The way that it will be decided how much compensation each person gets is explained in detail in the part of this settlement scheme called "**PART G: Payment**". The next few paragraphs are just a summary of the payments.

58 There will be two payments made to each registered group member who is entitled to compensation. First, the scheme administrator will pay every registered group member who is entitled to compensation \$3,000. This will be paid by the scheme administrator within 14 days after he has received the reviewer's decisions about the sub-group notices. We explain about the sub - group notices in the part of this settlement scheme called "**E3: Working out who is in the sub-groups**" and we explain about the sub-group notice reviewer's decisions in the part called "**E7: What do you do if you think that the scheme administrator has made a mistake in the sub-group notice?**".

59 This \$3,000 payment is called the "**first payment**". The first payment is being made so that everyone has some money while we work out how much more each person should get according to the settlement scheme.

60 After the first payment is made, the rest of the compensation that will be paid will have to be worked out. Doing that will be complicated for SERT sub-group members and some other group members, and will probably take many months.

61 When it is decided how much compensation each person should get, the scheme administrator will make another payment for that compensation to all of the registered group members. This is called the "**second payment**".

62 If there is any money left in the settlement fund after the scheme administrator has made all of the second payments, all group members who have been paid compensation will be paid a little more if there is enough to go around. This is called the "**third payment**". There will not be a third payment unless there is money left over after all of the second payments are made.

PART E: HOW WILL THE SETTLEMENT SCHEME WORK?

E1: The scheme administrator

63 The scheme administrator is allowed to hire other people to help him when he is administering the settlement scheme. For example, he can hire barristers, accountants, or psychiatrists if he thinks that it will help him to work out how much compensation group members should receive.

64 The scheme administrator has to make sure that the settlement scheme is run in a way that is in the interests of all of the group members.

65 The scheme administrator must try and complete the administration of the settlement scheme and pay out the contents of the settlement fund account by **[12 MONTHS AFTER EXPIRY OF APPEAL DATE]**. If he needs more time he will have to ask the court to allow that further time.

66 If the scheme administrator makes any small mistake while he is administering the scheme, he is allowed to correct that mistake. He can do this at any time while the settlement scheme is being administered.

67 The scheme administrator will involve the Public Trustee of Queensland in the administration of the settlement scheme where the scheme administrator considers it appropriate to do so.

E2: The settlement fund account

68 After the court made an order approving the settlement scheme, the settlement money was paid into a bank account that is in the scheme administrator's name, and also has a person chosen by the Applicants as a signatory (who is called "**the Applicants' signatory**"). This account is called the Palm Island Class Action "**settlement fund account**". The scheme administrator and the Applicants' signatory are not allowed to do anything with the money in the settlement fund account unless the settlement scheme says that they can.

69 The settlement money will earn interest while it's in the settlement fund account. Any interest that is paid will be added to the settlement fund and will be paid the way the settlement scheme says the settlement fund should be paid.

70 The scheme administrator is entitled to transfer money from the settlement fund account to the trust account of Levitt Robinson for the purposes of making distributions to group members, or paying legal fees or expenses incurred, in

accordance with this settlement scheme. The Applicants' signatory to the settlement fund account must do all things necessary to facilitate such transfers.

- 71 The scheme administrator is also entitled to transfer all or part of the settlement fund to another account, including a term deposit, as he deems fit, to which both he and the Applicants' signatory to the settlement fund account, are joint signatories, for the purposes of maximising the interest to be earned on the settlement fund. The person chosen by the Applicants to be a signatory to the settlement fund account, must do all things necessary to facilitate such transfers.

E3: Working out who is in the sub-groups

- 72 Levitt Robinson have done a lot of work over the last year interviewing the registered group members and their families. Based on those interviews, Levitt Robinson have a lot of information about the things that people say happened to them. The information is made up of notes taken by the lawyers, as well as recordings of interviews, and transcripts of interviews.

- 73 Some group members have also had a kind of statement prepared for them which is called an "**outline of evidence**". An outline of evidence is like a statement, except that it has not been signed by the person who is giving the statement.

- 74 We will use the information that we gather to write an outline of evidence on behalf of every registered group member.

- 75 We don't have enough information to write an outline of evidence for all of the registered group members yet, so we will need to do more interviews. Some people who have already been interviewed will need to be interviewed again to get more information.

- 76 If you need to be interviewed, then we will try our best to find you and interview you. We will do this in three ways:

- (a) The first way is by trying to phone you on any phone number you have given us or that someone in your family has given us.
- (b) The second way is by speaking to your family members to see if they can find you.
- (c) The third way is by going to Palm Island and Townsville and trying to find you by asking people if they know where you are.

- 77 The last date for group members to be interviewed is [DATE]. (4 weeks after appeal expiry date: being 42 days after approval date plus 4 weeks).
- IMPORTANT: If you need to be interviewed and we can't contact you before [DATE], you might get paid less compensation than you would be paid if you were interviewed.**
- 78 It is your responsibility to make sure that you are interviewed. If you are not sure whether you need to be interviewed, you should speak to us by:
- (a) calling 02 9286 3133 or 0476 288 518;
 - (b) emailing palmisland@levittrobinson.com; or
 - (c) sending a letter to PO Box 850, Darlinghurst NSW 1300.
- 79 After we have written an outline of evidence for you, the scheme administrator will use the outline of evidence and anything else that is relevant to decide which sub-group you should be in. The scheme administrator will have to be reasonably satisfied that you should be in a sub-group, based on the information we have, before you are put into that sub-group.
- 80 After the scheme administrator has decided which sub-groups all of the registered group members should be in, we will send you a letter to tell you which sub-group you are in and the reasons why you are in that sub-group. This letter is called the "**sub-group notice**".
- 81 The sub-group notice will also have a copy of the outline of evidence that we have prepared for you from the information that we have. If any evidence has been used to make the decision in the sub-group notice other than your outline of evidence, the sub-group notice will explain what it is, but it will not be sent with the sub-group notice. If you want to see anything that is mentioned in the sub-group notice but is not sent with the sub-group notice, you can ask us to give it to you and tell us how we can give it to you (for example by post or email). We will give you the information within 14 days after you ask us for it and provide us with your contact information.
- 82 The scheme administrator must send the sub-group notices by no later than **(DATE) insert date being the date 8 weeks after the appeal expiry date.**
- 83 Your sub-group notice will be posted to you if you have given us a postal address that is not on Palm Island or may be couriered to you if you have given

us a street address on Palm Island or emailed if you have given us an email address or may be given to you by us personally.

84 You might be in more than one sub-group. If you are, your sub-group notice will say so. If you are in the travel restriction sub-group or the general damages sub-group, your sub-group notice will also say whether you will get further damages. That is explained in the part of this settlement scheme called "**E6: Further damages for general damages and travel restriction** sub-groups".

85 If you are in the SERT sub-group, your sub-group notice will tell you which SERT claims you have.

IMPORTANT: You need to check your post or email or contact us so that you get your sub-group notice on time. You also need to make sure that we have the right contact information for you. If you don't do this, you might not get paid all the compensation that you should get.

E4: How will it be decided how much money the general damages sub-group get?

86 Almost everyone in the general damages sub-group will get the same amount of money. We explain how this works in the part of this settlement scheme that's called "**PART G: Payment**".

E5: How will it be decided how much money the travel restriction sub-group should get?

87 Almost everyone in the travel restriction sub-group will get the same amount of money, which will be more than the people in the general damages sub-group. We explain how this works in the part of this settlement scheme that's called "**PART G: Payment**".

E6: Further damages for general damages and travel restriction sub-groups

88 There are a few people in the general damages sub-group and the travel restriction sub-group who will get further damages. We explain how this works in the part of this settlement scheme that's called "**PART G: Payment**".

89 There are only a few reasons why a person in the general damages sub-group or the travel restriction sub-group might get further damages. Those reasons are:

- (a) The close family members of Mulrunji Doomadgee might get further damages, because the police didn't investigate the death of their family

member properly and they were traumatised by this. Family members who have already been paid compensation by the government for what happened will not get any further damages for this.

- (b) People who were threatened or assaulted by the police during the emergency situation after the fire in the police station might get further damages.
- (c) People who had their houses raided by the police around the time of the emergency situation, but where it was the normal police who did the raid and not the SERT squad, might get further damages.
- (d) People who were arrested by the police might get further damages if the police didn't have a real reason to arrest them. This will be decided based on the information the police had at the time, and not because of what people tell us now. We know what information the police had at the time because the court ordered them to give it to us before the trial of the class action.
- (e) People in the travel restriction sub-group will get further damages if what happened to them was very humiliating or difficult. For example, people who couldn't get home and didn't have any spare clothes or any money for food might get further damages, and parents who couldn't be with their young children and were very worried about them might get further damages.

IMPORTANT: If you have spoken to us already about what happened and you did not tell us that something had happened to you which would probably mean that you would get further damages, you probably won't get any further damages.

90 The scheme administrator will decide which registered group members are likely to get further damages. If you are in the general damages sub-group or the travel restriction sub-group, then we will tell you in your sub-group notice whether the scheme administrator has decided that you are likely to get further damages, and the reasons why he has made that decision.

91 If the sub-group notice says that you are likely to get further damages, or if you ask for a review of the sub-group notice and the sub-group notice reviewer decides that you are likely to get further damages, then you will have a "**damages assessment**". That means a person, who is called a "**damages assessor**", will decide how much you should be paid to compensate you for

what happened to you. We explain how this works in the part of this settlement scheme called "**E8: Assessments of further damages claims**".

92 We explain who the damages assessor is in the part of this settlement scheme called "**PART H: The assessors and reviewers**".

E7: What do you do if you think that the scheme administrator has made a mistake in the sub-group notice?

93 You might think that there is a mistake in the sub-group notice. This could be because:

- (a) the sub-group notice is wrong about which sub-group you are in; or
- (b) the sub-group notice is wrong about the kinds of SERT claims you have; or
- (c) you are a member of the general damages sub-group or travel restriction sub-group and you think that you should get further damages, but the sub-group notice says that you will not get further damages.

If you think that something like this has happened to you, then you can ask for a review. **If you lose the review you will have to pay for the cost of it out of your compensation.** This is explained later in this settlement scheme.

94 A "**review**" is when someone looks at a decision and then decides if it is the right decision.

95 The person who does the review will be called the "**sub-group notice reviewer**". We explain who the sub-group notice reviewer is in the part of this settlement scheme called "**PART H: The assessors and reviewers**".

96 Your sub-group notice will explain the reasons for the decisions that have been made about you. You should make sure that you understand these reasons before you ask for a review. **You should only ask for a review if you think that what your sub-group notice says is wrong.**

97 The sub-group notice will have a form with it called a "**review form**". There will also be an envelope which is addressed to Levitt Robinson, PO Box 850, Darlinghurst NSW 1300. If you don't think your sub-group notice is wrong, then you can ignore the review form.

98 After we tell you what sub-group you are in, you will have until [DATE *insert date which is 12 weeks after appeal expiry period*] to ask for a review. This is the “**sub-group notice review deadline**”. There are three ways you can ask for a review:

- (a) The first way to ask for a review is to call us on 02 9286 3133 or 0476 288 518 by no later than [DATE *12 weeks after appeal expiry period*]. If you do this, we will fill out a review form for you while you speak to us.
- (b) The second way to ask for a review is to fill out a review form yourself and post it to us using the envelope that comes with the sub-group notice so that your letter reaches us by no later than [DATE *12 weeks after appeal expiry period*].
- (c) The third way to ask for a review is to come and see us in person when we are on Palm Island or in Townsville, so we can help you fill out a review form.

IMPORTANT: If you ask for a review after [DATE], you will not be able to have a review.

That means that you have to make sure you call us, post us the review form, or come and see us on time. If you do this too late, you will miss your chance to have a review.

99 Your review form should say why you think the scheme administrator made the wrong decision when he said which sub-group you are in or which SERT claims you have or whether you should get further damages. What you say in the review form will be the only way you can tell the sub-group notice reviewer why you think the scheme administrator was wrong about your claim, so it needs to be complete and clear.

100 After you ask us for a review, the scheme administrator must give your review form to the reviewer together with your outline of evidence, your sub-group notice, and all of the information that is mentioned in your sub-group notice, by [DATE (*insert date 15 weeks after expiry of appeal period*)].

101 The reviewer will then decide whether the scheme administrator made a mistake. The reviewer will have 4 weeks to decide this and to tell the scheme administrator what their decision is, or they can have a longer time if the scheme administrator decides they reasonably require it.

- 102 Within 2 weeks of being told by the sub-group notice reviewer what their decision is for all of the people who have asked for reviews, we must send a letter to everyone who has had a review to tell them what the result of the review was and the reasons for the result. This will be called a “**review decision notice**”. The review decision notice will be sent out in the same way as the sub-group notice.
- 103 If the reviewer decides that the scheme administrator put you in the wrong sub-group, or gave you the wrong SERT claim, or that you are likely to get further damages, that means you have won the review.
- 104 If the reviewer decides that the scheme administrator put you in the right sub-group, that the scheme administrator was right about the SERT claim you have, or that you are not likely to get further damages, that means you have lost the review.

IMPORTANT: The review will cost \$[TBC]. If you lose the review, and the reviewer decides that you were in the right sub-group, you had the right SERT claim, or that you aren't likely to get further damages, then you will need to pay for the review. That means that the cost of the review will be taken out of the compensation that you are paid.

- 105 There are a few reasons why you might lose the review:
- (a) **You might lose the review because you are saying something that is different from something that you have said before, and they can't both be true.**

For example, if we asked you whether you had seen any of the police riot squad raiding peoples' homes and you said that you hadn't, and then later you told us that you had, then the reviewer might not believe you when you say that you did see that. Or if you told us that you were in Townsville when the fire happened, and then you told us later that you were on Palm Island, the reviewer might not believe that you were on Palm Island.

As another example, after the fire in the police station a lot of people were interviewed by the police. If you say something different now from what you said to the police at the time, the reviewer might not believe what you say now.

(b) You might lose the review because what you told us is different from what other people have told us, or because it's different from things that we know happened because of the records that we have.

For example, if you tell us that you were in someone's house when the SERT squad raided the house, but everyone else who was in the house tells us that you weren't there, then the reviewer might not believe that you were there. Or if you tell us that your house was raided by the SERT squad, but other people who were there say that it wasn't, then the reviewer might not believe that it was.

As another example, when people were arrested by the SERT squad, they were taken to the police station and interviewed. The police also wrote down that they were arrested. If you tell us that you were arrested by the SERT squad, but none of the police records say that you were arrested at the time, the reviewer might not believe that you were arrested.

106 After you have had a review and the reviewer has made a decision, that review is the "**final decision**". That means you can't ask for another review.

E8: Assessments of further damages claims

107 If the sub-group notice says that you are in the general damages sub-group or the travel restriction sub-group and that you are one of the few sub-group members who is likely to get further damages, or if you ask for a review of the sub-group notice and the reviewer decides that you are likely to get further damages, then you will have a "**damages assessment**". That means a person, who is called a "**damages assessor**", will decide how much you should be paid to compensate you for what happened to you.

108 If you need to have a damages assessment, we must give the damages assessor your outline of evidence and any other information that we think is relevant within 14 days after the sub-group notice review deadline (insert date which is 14 weeks after appeal expiry period). We will also send the damages assessor a letter that says what we think about your claim, which will be copied to you.

109 The damages assessor must decide how much each member of the general damages sub-group and travel restriction sub-group who is entitled to further damages, should receive. The damages assessor must tell the scheme administrator what their decisions are within 12 weeks after they receive the information about those claims from the scheme administrator, or a longer time if the scheme administrator decides they reasonably require it.

- 110 By no later than 14 days after we receive the damages assessor's decisions the scheme administrator will send letters to all members of the general damages sub-group and travel restriction sub-group have had a damages assessment to tell them what (if anything) the damages assessor has decided they should get paid. This letter is called the "**damages assessment notice**".
- 111 Your damages assessment notice will be posted to you if you have given us a postal address that is not on Palm Island, or may be couriered to you if you have given us a street address or emailed to you if you have given us an email address or may be given to you by us personally.

IMPORTANT: You need to check your post or email or contact us so that you get your damages assessment notice on time.

- 112 You also need to make sure that we have the right address for you.

E9: What do you do if you think the damages assessor made the wrong decision in your damages assessment notice?

- 113 You will only be sent a damages assessment notice if you are a general damages or travel restriction sub-group member and you are likely to get further damages. If you are not sent a damages assessment notice, this part of the settlement scheme is not about you.
- 114 After you get your damages assessment notice, you might be disappointed with what the damages assessor says you will get paid. If you think the damages assessor has made the wrong decision, you can ask for a review.
- 115 A "**review**" is when someone looks at a decision and then decides if it is the right decision. After we send the damages assessment notice to everyone, you will have 4 weeks to ask for a review of the damages assessor's decision.
- 116 The person who does the review will be called the "**damages assessment reviewer**". We explain who the damages assessment reviewer is in the part of this settlement scheme called "**PART H: The assessors and reviewers**".
- 117 Your damages assessment notice will have a form inside it called a "**damages assessment review form**". There will also be an envelope which is addressed to Levitt Robinson, PO Box 850, Darlinghurst NSW 1300.
- 118 You will have 4 weeks to ask for a review from the date that we send you the damages assessment notice. That means you need to ask for a review by **[DATE]**.

This is the “**damages assessment review deadline**”. There are three ways you can ask for a review:

- (a) The first way to ask for a review is to call us on **02 9286 3133** or **0476 288 518**. If you do this, we will fill out a damages assessment review form for you while you speak to us.
- (b) The second way to ask for a review is to fill out a damages assessment review form and post it to us using the envelope that comes with the sub-group notice.
- (c) The third way to ask for a review is to come and find us on Palm Island or in Townsville. We will do our best to let all of the group members know when we are visiting Palm Island or Townsville and when they can come and see us.

IMPORTANT: If you ask for a review of the assessment of your further damages claim after [DATE], you will not be able to have a review.

That means that you have to make sure you see the letter on time. If you see the letter too late, you will miss your chance to have a review.

- 119 Your damages assessment review form should say why you think the damages assessor made the wrong decision. What you say in the review form will be the only way you can tell the damages reviewer why you think the damages assessor was wrong about your claim, so it needs to be complete and clear.
- 120 After you ask the scheme administrator for a review, we must give the damages assessment reviewer a copy of your damages assessment review form, the damages assessor’s decision, and all of the documents that were provided to the damages assessor within 14 days after we receive your damages assessment review form.
- 121 When they have been given everything, the damages assessment reviewer will look at all of it and then make a decision about whether the damages assessor was right. The damages assessment reviewer must make the decision within 4 weeks after they receive your damages assessment review form.
- 122 Within 2 weeks of being told by the damages assessment reviewer what their decision is for all of the people who have asked for reviews, we must send a letter to everyone who has had a review to tell them what the result of the review was and the reasons for the result.

123 If the damages assessment reviewer decides that the damages assessor was wrong, then the damages assessment reviewer will decide how much compensation you should get paid instead.

IMPORTANT: The damages assessment reviewer might give you LESS compensation than the damages assessor thought you should get.

If the damages assessment reviewer does not give you at least 15% more compensation than the damages assessor thought you should get, then you will have lost the review and will have to pay for it. The damages assessment review will cost \$xxxx.

124 There are a few reasons why you might lose the damages assessment review:

(a) You might lose the assessment review because you are saying something that is different from something that you have said before, and they can't both be true.

For example, if we asked you whether you had seen any of the police riot squad raiding peoples' homes and you said that you hadn't, and then later you told us that you had, then the reviewer might not believe you when you say that you did see that.

As another example, after the fire in the police station a lot of people were interviewed by the police. If you say something different now from what you said to the police at the time, the reviewer might not believe what you say now.

(b) You might lose the assessment review because what you told us is different from what other people have told us, or because it's different from things that we know happened because of the records that we have.

For example, if you tell us that you were in someone's house when the SERT squad raided the house, but everyone else who was in the house tells us that you weren't there, then the reviewer might not believe that you were there. Or if you tell us that your house was raided by the SERT squad, but other people who were there say that it wasn't, then the reviewer might not believe that it was.

As another example, when people were arrested by the SERT squad, they were taken to the police station and interviewed. The police also wrote

down that they were arrested. If you tell us that you were arrested by the SERT squad, but none of the police said that you were arrested at the time, the reviewer might not believe that you were arrested.

- 125 After you have had a damages assessment review and the damages assessment reviewer has made a decision, you can't ask for another review. The damages assessment reviewer's decision is the "**final decision**" about how much compensation you will be paid.

PART F: HOW WILL THE COMPENSATION THAT THE SERT SUB-GROUP GET BE DECIDED?

- 126 It is a lot more complicated to work out what the SERT sub-group members will get than it is for the general damages sub-group and the travel restriction sub-group. There are three reasons for that.
- 127 The first reason is that what the police did to people in the SERT sub-group is much worse than what they did to the people in the other two sub-groups, so they are getting more compensation than the other two sub-groups. This means it makes sense to spend more time and money working out what they should get.
- 128 The second reason is that very different things happened to different people in the SERT sub-group, and some of them were much worse than others. For example, someone who was tasered by the SERT squad will get paid a lot more than someone who wasn't there when the SERT squad raided their house.
- 129 The third reason is that some of the people in the SERT sub-group were more traumatised than others. For example, one person might have Post-Traumatic Stress Disorder (which is "**PTSD**") because of what happened, when another person doesn't. The person with PTSD will be paid more compensation than the other person, because of the trauma they suffered and maybe because they need money for treatment.

F1: How will it be decided what group members with SERT-property claims get

- 130 Almost everyone with a SERT-property claim will get the same amount of money. We explain how this works in the part of this settlement scheme that's called "**PART G: Payment**".

F2: How it will be decided what the SERT-witness claims get

131 Almost everyone with a SERT-witness claim will get the same amount of money. We explain how this works in the part of this settlement scheme that's called "**PART G: Payment**".

F3: How it will be decided what the SERT-assault and SERT-present claims get

132 To decide how much the people with a SERT-assault claim or a SERT-present claim will get, they will have a "**SERT assessment**". That means a person, who is called a "**SERT assessor**", will decide how much they should be paid to compensate them for what happened to them. We explain who the SERT assessor is in the part of this settlement scheme called "**PART H: The assessors and reviewers**".

133 The scheme administrator must give the SERT assessor any sworn evidence that you have given, any psychiatric reports that have been prepared for you, and any other information that we think is relevant, by no later than 14 days after the scheme administrator has received this information. The information that the SERT assessor will have, including your sworn evidence and the psychiatric reports, is explained in the part of this settlement scheme called: "**F4: What information will the SERT assessor be given about you to help them decide how much compensation you should receive?**"

134 There are three kinds of compensation that the SERT assessor can decide that someone with a SERT-assault or a SERT-present claim should get.

135 The first kind of compensation is called "**ordinary damages**". You will get ordinary damages if what happened to you was traumatic. For example, someone might get ordinary damages because they were handcuffed or because they were tasered. The amount of ordinary damages you get will depend on how badly affected you were by what happened.

136 The second kind of compensation is called "**special damages**". You will get special damages if anything happened to you that you need money to fix. For example, if you suffered an injury because of what happened and you need to take medicine or other treatment for it, you will get special damages so that you can pay for the treatment.

137 The third kind of compensation is called "**aggravated damages**". You get aggravated damages if there was something about what happened to you or the way that the police did it that was particularly bad.

- 138 For example, you might get aggravated damages because you were a pregnant woman and the police pointed a gun at you and told you to lie on your stomach on the ground, or you might get aggravated damages because you were dragged out of your house without any clothes on.
- 139 The SERT assessor will decide how much compensation members of the SERT sub-group will get based on what the law is and the amounts that the applicants were given in the judgment. They must decide this for all of the people with SERT-present or SERT-assault claims and must tell the scheme administrator what their decisions are, within 12 weeks after they receive the information from the scheme administrator for each person who is being assessed, or a longer time if the scheme administrator decides they reasonably require it.
- 140 The scheme administrator will send letters to everyone in the SERT sub-group who is being assessed within 14 days after he receives the SERT assessor's decisions, to tell them what the assessor has decided they should get paid. This letter is called the "**SERT assessment notice**".
- 141 Your SERT assessment notice will be posted to you if you have given us a postal address that is not on Palm Island, or may be couriered to you if you have given us a street address or emailed to you if you have given us an email address or may be given to you by us personally. .

IMPORTANT: You need to check your post or email or contact us so that you get your SERT assessment notice on time. You also need to make sure that we have the right address for you.

- 142 If you don't do this, you might not get paid all the compensation that you should get.

F4: What information will the SERT assessor be given about you to help them decide how much compensation you should receive?

- 143 For the SERT assessor to make an assessment, they will need two kinds of information about each person with a SERT-assault claim or a SERT-present claim.
- 144 The first kind of information that the SERT assessor needs is called "**sworn evidence**". That is evidence given in court or a statement that you sign in front of a lawyer, a Justice of the Peace, or a Commissioner for Oaths, which you swear is true. If you believe in God, you swear to God that it is true.

IMPORTANT: You must never tell a lie in sworn evidence. If you lie in sworn evidence, it is a crime.

145 Unless you have hired another lawyer, we will help you make your sworn evidence. It will be in an “**affidavit**” that we will write for you after we have spoken to you.

IMPORTANT: If you need to give sworn evidence, we need to be able to find you. You should make sure that we know where you are staying and that we have a phone number that we can call you on.

If we can't find you, then you can't give sworn evidence, and you will get paid much less compensation.

146 If you went to court and you were a witness in the trial of the class action, you do not need to give any more sworn evidence.

147 Instead of Levitt Robinson preparing your sworn evidence, you can ask your own lawyer to write your affidavit for you. Your lawyer should send your affidavit to Levitt Robinson after you have sworn it.

148 If you don't swear an affidavit because we can't find you, but you have been interviewed by Levitt Robinson before about your claim, then the scheme administrator can choose to give the SERT assessor any interview notes, recordings, or transcripts, to help the assessor make a decision about your claim. The SERT assessor can decide what to do with this, and does not have to act on it if they don't think that they should, so make sure we can contact you.

149 The second kind of information that the assessor needs is medical evidence. This will include a “**psychiatric report**”. That means you will have to see a psychiatrist, who will speak to you for a couple of hours and then will write a report about you.

150 The psychiatrist will be hired by the scheme administrator to see the people who have SERT-present or SERT-assault claims, and to prepare reports for them. There will probably be more than one psychiatrist who is hired to do this. It will cost **\$TBC** for each report that the psychiatrists prepare.

151 The reports that the psychiatrists prepare will have to follow the court's Expert Evidence Practice Note (GPN-EXPT), which you can read at <http://www.fedcourt.gov.au/law-and-practice/practice-documents/practice-notes/gpn-expt>.

- 152 Some people have already seen a psychiatrist and had a report prepared for them. If this has happened for you, you do not need to see another psychiatrist and have another report prepared.
- 153 If you have not already seen a psychiatrist, we will, depending on the outcome of the reviews of any of the sub-group notices, try to arrange your appointment with the psychiatrist by no later than **DATE** *insert date which is 42 days after the expiry of the appeal*. The psychiatrist will either be in Palm Island or in Townsville, but we may be able to arrange for an appointment somewhere else if you ask us to, depending on the availability of the psychiatrists that the scheme administrator has hired. If we can't arrange for an appointment somewhere else then you will have to travel to Palm Island or Townsville to see the psychiatrist.
- IMPORTANT: If you miss your appointment with the psychiatrist then you will have to pay a cancellation fee, which will be about \$[TBC].**
- If you miss two appointments with the psychiatrist then you will not get a psychiatric report and you will be paid much less compensation.**
- 154 If you need to travel to see the psychiatrist, then we can pay for your reasonable travel expenses out of the settlement fund.
- 155 Before you see the psychiatrist, we will send the psychiatrist three things:
- (a) A letter that tells them what they need to do.
 - (b) Your outline of evidence.
 - (c) Your health records. We will get your health records from the Townsville Hospital and Health Service. You don't need to find them.
- 156 After we have sworn evidence and a psychiatric report for you, we will give them to the SERT assessor. We will also give the SERT assessor anything else that we think the assessor should have while they are assessing your claim. For example, we might give the SERT assessor any statements you have made in the past. When we send these things to the SERT assessor, we will give the SERT assessor a letter that tells the SERT assessor what we think about your claim, which will be copied to you. The SERT assessor will use those things to decide how much money you will be paid.

F5: What do you do if you think the SERT assessor made the wrong decision in your SERT assessment notice?

- 157 You will only be sent a SERT assessment notice if you have a SERT-assault claim or a SERT-present claim. If you are not sent a SERT assessment notice, this part of the settlement scheme is not about you.
- 158 After you get your SERT assessment notice, you might be disappointed with what the SERT assessor says you will get paid. If you think the SERT assessor has made the wrong decision, you can ask for a review.
- 159 A **“review”** is when someone looks at a decision and then decides if it is the right decision. After we send the assessment notice to everyone, you will have 4 weeks to ask for a review of the SERT assessor’s decision.
- 160 The person who does the review will be called the **“SERT assessment reviewer”**. We explain who the SERT assessment reviewer is in the part of this settlement scheme called **“PART H: The assessors and reviewers”**.
- 161 Your SERT assessment notice will have a form with it called a **“SERT assessment review form”**. There will also be an envelope which is addressed to Levitt Robinson, PO Box 850, Darlinghurst NSW 1300.
- 162 You will have 4 weeks to ask for a review from the date that we send you the SERT assessment notice. That means you need to ask for a review by **[DATE]**. This is the **“SERT assessment review deadline”**. There are three ways you can ask for a review:
- (a) The first way to ask for a review is to call us on **02 9286 3133** or **0476 288 518**. If you do this, we will fill out a SERT assessment review form for you while you speak to us.
 - (b) The second way to ask for a review is to fill out a SERT assessment review form and post it to us using the envelope that comes with the SERT assessment notice.
 - (c) The third way to ask for a review is to come and find us on Palm Island or in Townsville. We will do our best to let all of the group members know when we are visiting Palm Island or Townsville and when they can come and see us.

IMPORTANT: If you ask for a review of the assessment of your SERT claim after **[DATE], you will not be able to have a review.**

That means that you have to make sure you see the letter on time. If you see the letter too late, you will miss your chance to have a review.

- 163 Your SERT assessment review form should say why you think the SERT assessor made the wrong decision. What you say in the review form will be the only way you can tell the reviewer why you think the SERT assessor was wrong about your claim, so it needs to be complete and clear.
- 164 After you ask the scheme administrator for a review, we must give the SERT assessment reviewer a copy of your SERT assessment review form, the SERT assessor's decision, and a copy of any all of the documents that were provided to the SERT assessor within 14 days after we receive your SERT assessment review form.
- 165 When they have been given everything, the SERT assessment reviewer will look at all of it and then make a decision about whether the SERT assessor was right. The SERT assessment reviewer must make the decision within 4 weeks after they receive your SERT assessment review form.
- 166 Within 2 weeks of being told by the SERT assessment reviewer what their decision is for all of the people who have asked for reviews, we must send a letter to everyone who has had a review to tell them what the result of the review was and the reasons for the result.
- 167 If the SERT assessment reviewer decides that the SERT assessor was wrong, then the SERT assessment reviewer will decide how much compensation you should get paid instead.

IMPORTANT: The SERT assessment reviewer might give you LESS compensation than the SERT assessor thought you should get.

If the SERT assessment reviewer does not give you at least 15% more compensation than the SERT assessor thought you should get, then you will have lost the review and will have to pay for the review. The SERT assessment review will cost \$xxxx.

- 168 There are a few reasons why you might lose the SERT assessment review:
- (a) **You might lose the assessment review because you are saying something that is different from something that you have said before, and they can't both be true.**

For example, if we asked you whether you had seen any of the police riot squad raiding peoples' homes and you said that you hadn't, and then later you told us that you had, then the reviewer might not believe you when you say that you did see that.

As another example, after the fire in the police station a lot of people were interviewed by the police. If you say something different now from what you said to the police at the time, the reviewer might not believe what you say now.

(b) You might lose the assessment review because what you told us is different from what other people have told us, or because it's different from things that we know happened because of the records that we have.

For example, if you tell us that you were in someone's house when the SERT squad raided the house, but everyone else who was in the house tells us that you weren't there, then the reviewer might not believe that you were there. Or if you tell us that your house was raided by the SERT squad, but other people who were there say that it wasn't, then the reviewer might not believe that it was.

As another example, when people were arrested by the SERT squad, they were taken to the police station and interviewed. The police also wrote down that they were arrested. If you tell us that you were arrested by the SERT squad, but none of the police said that you were arrested at the time, the reviewer might not believe that you were arrested.

169 After you have had a SERT assessment review and the SERT assessment reviewer has made a decision, you can't ask for another review. The SERT assessment reviewer's decision is the "**final decision**" about how much compensation you will be paid.

PART G: PAYMENTS

G1: How you will be paid

170 If you are entitled to compensation out of the settlement fund, we will give you a cheque for your compensation or, if you give us your bank account details, we may be able to deposit the money into your bank account. There are three ways we can give you a cheque if you have not given us your bank account details:

- (a) The first way we can give you a cheque is by posting it to an address you give us that is not on Palm Island.
- (b) The second way we can give you a cheque is by couriering it to you at a street address that you have provided to us.
- (c) The third way we can give you a cheque is by handing it to you when we come to Palm Island or Townsville. We will do our best to let you know when we are visiting Palm Island or Townsville and when you can come and see us.

171 We will do our best to find all of the group members who are being paid compensation by cheque to give them their cheques, but if you have not given us your bank account details it is your responsibility to make sure we can find you.

G2: First payment

172 There will be two payments made to each registered group member. First, every registered group member who are entitled to compensation will be paid \$3,000. This is called the "**first payment**". The first payment will be paid by the scheme administrator within 14 days after he has received the sub-group notice reviewer's decisions about the sub-group notices.

173 The first payments are going to be made because it will take months to work out the total amount of compensation that each eligible registered group member should get, so the first payments will give group members some compensation while that process is completed.

G3: Second payment

174 After all of the reviews have been finished, we will be able to work out how much every registered group member should be paid. We will then pay everyone whatever the settlement scheme says they should be paid out of the settlement fund as soon as we can. This will be called the "**second payment**".

175 The amount that will be paid in the second payment is called the "**second payment amount**".

176 The government is going to pay \$30 million in total which is the "**settlement fund**".

- 177 The settlement fund will also earn interest while the scheme is being administered.
- 178 At the end of the process of working out what every eligible registered group member should be paid, we will know the amount of administration costs that have to be paid from the settlement fund. The amount left in the settlement fund after the scheme administrator has made all of the payments that will be made before the second payment is called the “**nett total fund**”. The payments that will be made before the second payment include:
- (a) the outstanding costs;
 - (b) the approval costs;
 - (c) the lead representative payments
 - (d) Roy Bramwell’s payment;
 - (e) the first payment; and
 - (f) all administration costs up to the time the second payment is made.
- 179 Those payments are explained in the part of this settlement scheme called “**PART D: How will the settlement fund be paid?**”
- 180 To work out your second payment amount, we first need to work out a “**preliminary second payment amount**”. Because the total settlement fund can’t be more than \$30 million, it could be that there is not enough money in the settlement fund to pay everyone their preliminary second payment amount. If that happens, it wouldn’t be fair for anyone to miss out on getting paid compensation. So instead of anyone missing out, everyone will be paid a little bit less.
- 181 We will work out your preliminary second payment amount as follows:
- (a) if you are in the general damages sub-group, \$10,000;
 - (b) if you are in the travel restriction sub-group, \$20,000;
 - (c) if you are in the general damages sub-group or the travel restriction sub-group **and** you are one of the few who will get further damages:

- (i) if you **have not** had a review of your damages assessment, the amount of further damages that the **damages assessor** says you should get; or
 - (ii) if you **have** had a review of your assessment, the amount of further damages that the **damages assessment reviewer** thinks you should get;
- (d) for each SERT-property claim or SERT-witness claim that you have, \$20,000;
- (e) if you have a SERT-assault claim or SERT-present claim:
- (i) if you **have not** had a review of your SERT assessment, the amount the **SERT assessor** says you should get for that claim; or
 - (ii) if you **have** had a review of your SERT assessment, the amount the **SERT assessment reviewer** says you should get for that claim.

182 We will then take away the following amounts:

- (a) \$3,000 to account for the first payment; and
- (b) any costs or expenses that the settlement scheme says you have to pay (such as the costs of any review you have lost).

183 After we have taken those amounts away, this will give us your preliminary second payment amount.

184 If there is not enough money in the settlement fund to pay all of the preliminary second payment amounts, we will work out how much less everyone will be paid by the process called "**pro rata**". That means that everyone will be paid a percentage of their preliminary second payment amount, and it will be the same percentage for everyone.

185 To work out the second payments pro rata, we will add up all of the preliminary second payment amounts to get a total. We will then divide the nett total fund by the total of the preliminary second payment amounts, which will give us the percentage of the final second payments which can be made. The second payment amounts will be that percentage of the preliminary second payment amounts.

186 For example, if it has been decided that Sam should get \$5,000, Joyce should get \$10,000, and David should get \$15,000 as their preliminary second payment amounts, but the money in the settlement fund is only 90% of what we would need to pay them that, then Sam's second payment amount will be 90% of \$5,000, which is \$4,500, Joyce's second payment amount will be 90% of \$10,000, which is 9,000, and David's second payment amount will be 90% of \$15,000, which is \$13,500.

G4: What if there's some money left over?

187 When the second payments have all been made, there might still be some money in the settlement fund. If that happens, then whatever is left will be paid as soon as possible to everyone pro rata, based on what they had already been paid. This will be called the "**third payment**". There will not be a third payment unless there is some money left over after all of the second payments are made.

188 If the money that is left is not enough to give any registered group members more than \$100, then instead of being paid to those registered group members, whatever is left will be paid to a charity that helps Aboriginal and Torres Strait Islander people. The applicants will decide which charity this is.

G5: Will interest be paid on compensation?

189 After the judgment, the applicants were given interest on their compensation. The interest increased the compensation to about double what they were given in the judgment.

190 The applicants and the respondents agreed that the settlement fund includes interest. When this settlement scheme talks about an amount of compensation, it includes interest. No one will be paid any interest on top of the compensation that the settlement scheme says they should be paid.

G6: What if you have already been paid compensation?

191 Some group members have already been paid compensation by the respondents for the things that the class action is about. If you have already been paid compensation because of any of those things, then you will not be paid any more compensation for that same thing.

PART H: THE ASSESSORS AND REVIEWERS

192 For some parts of the settlement scheme we need to hire other lawyers to be “**assessors**” or “**reviewers**”, who will make decisions about some of the group members’ claims. What they do is explained earlier in the settlement scheme.

H1: Choosing the assessors and reviewers

193 All of the assessors and reviewers need to be very experienced lawyers, who have been barristers for at least seven years. They will also be “**independent**”, which means that no one will be able to tell them what to decide.

194 The scheme administrator can hire as many assessors or reviewers as he thinks he needs to administer the settlement scheme in the timeframe that the court has set and for the costs that the court has approved.

H2: What information will the assessors and reviewers have?

195 The assessors and reviewers will make decisions based on the information we give them. We will give them all of the information that the settlement scheme says we should give them, and we will not give them anything else.

PART I: APOLOGY

196 The State of Queensland has agreed to apologise to the group members for what happened in November 2004. The Applicants have agreed to the wording of the apology, and the court has agreed that it is appropriate.

197 The apology will be published on a quarter of a page in one edition of the ‘Courier Mail’, the ‘Townsville Bulletin’ and the ‘Palm Island Voice’.

PART J: NO MORE CLAIMS

198 After every registered group member has been paid all of the compensation that the settlement scheme says they should be paid the applicants and the group members will “**release**” us and anyone we have hired to help us administer the settlement scheme, including all of the reviewers, assessors, and psychiatrists, from any claims that are about the settlement scheme or the class action. Releasing us means that the applicants and the group members will not be able to claim compensation from us or ask the court to make us do something

because they say that we did something wrong when we were working on the class action or on the settlement scheme. We will be able to use the settlement scheme as a bar to any claim like that.

PART K: SUPERVISION BY THE COURT

199 If the Scheme Administrator has any problems when we are administering this settlement scheme he can go to the court and ask the court to decide what is the best course of action.

PART L: LIST OF DEFINED TERMS

If you want to know what these words mean, look for the pages with these numbers:

administering	6	release	38
administration costs	12	respondents	5
affidavit	29	review	19, 23, 31
aggravated damages	27	review decision notice	21
applicants	5	review form	19
approval costs	11	reviewers	38
assessors	38	scheme administrators	6
damages assessment	18, 22	second payment	13, 34
damages assessment notice	23	second payment amount	34
damages assessment review deadline	24	SERT	9
damages assessment review form ...	23	SERT assessment	27
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PART M: TIMELINE OF SETTLEMENT SCHEME

	Time	Event	Page Reference
1	Appeal expiry date	42 days after settlement approval order as calculated in accordance with the Federal Court Rules	
2	Asap after appeal expiry date	Roy Bramwell's Payment	Page 13
3	Asap after appeal expiry date	Lead Representatives Payment	Page 12
4	4 weeks after the appeal expiry date	Re-interviews: uncategorised group members and confirmation of sub-group	Page 16
5	42 days (6 weeks) after appeal expiry date subject to outcome of sub group notice reviews	SERT Psychiatric appointments to be arranged	Page 30
6	8 weeks after the appeal expiry date	scheme administrator must send sub-group notices to group members	Page 17
7	12 weeks after appeal expiry date	sub-group notice review deadline	Page 20
8	15 weeks after appeal expiry date	date by which scheme administrator must give sub-group notice reviewer documents for review for any sub-group notice review	Page 21
9	Within 4 weeks of receiving information from the scheme administrator	sub-group notice reviewer to provide scheme administrator with decisions in relation to Sub-group notice reviews.	Page 21

Time	Event	Page Reference	
10	Within 2 weeks of being told by the reviewer of their decision	scheme administrator must send review decision notices to group members	Page 21
11	Within 14 days from the date the scheme administrator receives the sub-group notice reviewer's decisions	First Payment – to be paid by scheme administrator	Page 13 and page 34
12	Within 14 days after sub-group notice review deadline (14 weeks after expiry of the appeal period)	damages assessments – scheme administrator must provide relevant documents to damages assessor	Page 23
13	Within 12 weeks after receiving information from the scheme administrator	damages assessment – damages assessor must provide scheme administrator with decision	Page 23
14	Within 14 days after scheme administrator receives damages assessor's decision	scheme administrator must send damages assessment notice to group member	Page 23
15	4 weeks after the damages assessment notice is sent by the scheme administrator to the group member	damages assessment review deadline	Page 24
16	Within 14 days after receiving the damages assessment review form	scheme administrator to provide damages assessment reviewer with information	Page 25
17	Within 4 weeks after receiving the information from the scheme administrator	damages assessment reviewer to make decisions and give decisions to scheme administrator	Page 25

Time	Event	Page Reference	
18	Within 14 of scheme administrator receiving the information	scheme administrator to provide SERT assessor with relevant documents	Page 27
19	Within 12 weeks after receiving the information from the scheme administrator	SERT assessment – SERT assessor must provide scheme administrator with decision	Page 28
20	Within 14 days after scheme administrator receives SERT assessor’s decision	scheme administrator must send SERT assessment notice to group member	Page 28
21	4 weeks after the SERT Assessment Notice is sent by the scheme administrator to the group member	SERT assessment review deadline	Page 31
22	Within 14 days after receiving the SERT assessment review form	scheme administrator to provide SERT assessment reviewer with information	Page 32
23	Within 4 weeks after receiving the information from the scheme administrator	SERT assessment reviewer to make decisions and give decisions to scheme administrator	Page 32
24	As soon as possible after all reviews have been completed	Second Payment – To be paid by scheme administrator	Page 14 and page 34
25	As soon as possible after Second payment	Third Payment	Page 14 and page 37
26	12 Months After Appeal Expiry Date	Completion of settlement scheme	Page 14