SPORTSBET CLASS ACTION

Jeremy Bergman v Sportsbet Pty Ltd

Supreme Court of Victoria

AMENDED GROUP PROCEEDING SUMMARY STATEMENT

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Filed on behalf of:	The Plaintiff	DX:	N/A
Prepared by:	Maurice Blackburn Lawyers	Telephone:	(03) 9605 2700
	Level 21, 380 La Trobe Street	Ref:	
	Melbourne VIC 3000	Email:	sportsbetclassaction@ mauriceblackburn.com.au

1. What is a group proceeding?

Where seven or more people have claims that arise out of similar circumstances (such as in this case), a group proceeding, also known as a class action, can be brought by a lead plaintiff on their own behalf and as a representative of others. The group proceeding will resolve the common issues of fact or law for the class through the vehicle of the lead plaintiff's case. This is an efficient way for the Court to determine the common issues that apply to claims involving large numbers of people.

2. Who is the Sportsbet Class Action against, and what is the claim for?

The claim is against Sportsbet Pty Ltd (**Sportsbet**) and seeks refunds of losses on in-play bets (also known as live bets) made on sporting events using Sportsbet's Fast Code service.

The Fast Code service is part of the in-play betting product offered by Sportsbet. A code (e.g. 'XPE') is shown to the customer once they make a bet selection on the app or website. The customer then calls Sportsbet and the code is recited to a Sportsbet staff member as part of placing the bet.

Betting on a sporting event after the event commences is prohibited in Australia under the *Interactive Gambling Act 2001* (Cth). There is an exception to this if the bet is made wholly by telephone.

The class action alleges that Sportsbet's use of the Fast Code service is illegal because key information about the bet is communicated otherwise than by telephone, and that by providing the illegal Fast Code service:

- Sportsbet engaged in misleading or deceptive conduct under the Australian Consumer Law;

- Sportsbet breached its betting contracts with customers; and
- the contracts are void or unenforceable for illegality.

3. Who is a group member in the Sportsbet Class Action?

You are a Group Member in the Sportsbet Class Action if you made one or more in-play bets on a sporting event using Sportsbet's Fast Code service between 24 December 2018 and 24 December 2024.

An in-play bet is one made after the beginning of an event. The class action does not include bets placed on racing (horse, harness or greyhound) events.

A complete definition of group members is available in paragraph 3 of the Statement of Claim.

4. What is the role and responsibility of the lead plaintiff?

The role of the lead plaintiff is to be the representative for the class. They will give instructions to Maurice Blackburn regarding the conduct of the case and may give evidence during the proceeding. In hearing the lead plaintiff's case, the Court will be asked to make findings in relation to questions of fact and/or law that are common to all group members.

5. Who is the law firm acting for the lead Plaintiff?

Maurice Blackburn Lawyers.

6. How is the class action funded?

On 28 August 2025, Justice Matthews made a Group Costs Order (GCO) in the Sportsbet Class Action.

A GCO is an order of the Court in which the legal costs payable to the law practice representing the lead plaintiff and the group members are calculated as a percentage of the amount of any award or settlement. The percentage is determined by the Court.

The Court ordered that the GCO percentage be 33% (inclusive of GST). This means that Maurice Blackburn's legal costs will be calculated as 33% of any damages award or settlement amount recovered in the proceeding.

The GCO percentage can be adjusted by the Court at any time over the course of the proceeding, including and up until the conclusion of the trial or any settlement. In no circumstances will group members in the Sportsbet Class Action be liable to pay any 'out of pocket' costs, whether or not the case is successful.

Maurice Blackburn has entered into a costs sharing agreement with LLS Australia Funding Pty Ltd (**LLS**) to fund the class action.

Under the costs sharing agreement, Maurice Blackburn and LLS will share the funding obligations. All costs associated with the class action will therefore be borne by Maurice

Blackburn and LLS, unless there is a successful outcome to the class action (such as a settlement approved by the Court, or judgment awarding damages to group members).

As part of the costs sharing agreement, LLS has agreed to pay any adverse costs which Maurice Blackburn is liable to pay to the defendant and has obtained after-the-event insurance (**ATE Insurance**) to provide the lead plaintiff, group members and Maurice Blackburn with additional protection against the risk of adverse costs and if required, assist with providing security for costs. To obtain ATE Insurance, LLS has paid an upfront insurance premium. A deferred insurance premium will also be payable by LLS if there is a successful outcome in the case. LLS will recover the costs of its ATE Insurance from the 33% GCO amount.

7. How are legal fees and disbursements charged?

The lead plaintiff and group members will not be asked to pay anything upfront.

If the case is successful, legal costs would be deducted from the settlement sum or a damages award, and in this sense would be shared among the plaintiff and group members. As stated above, the Court has made a GCO under which Maurice Blackburn is entitled to 33% of any settlement sum or damages award. Accordingly, 33% of any settlement sum or damages award will be paid to Maurice Blackburn. As part of the costs sharing agreement, Maurice Blackburn and LLS have agreed how the 33% payable under the GCO will be shared between them. This includes GST, payments in connection with ATE Insurance and any costs associated with the provision of security for costs, all of which will come out of the 33% GCO amount.

Importantly, this agreement does not result in any deductions in addition to the 33% GCO amount and does not result in any additional deductions from, or reduction in, the amount payable to group members.

If the class action is unsuccessful, the lead plaintiff and group members will not have to pay any costs to Maurice Blackburn or to the defendant. In this circumstance, the GCO means that Maurice Blackburn is liable for any costs payable to the defendant. Under the costs sharing agreement, LLS has agreed to pay any adverse costs which Maurice Blackburn are liable to pay to the defendant. Maurice Blackburn and/ or LLS are also liable to give any security for costs to the defendant, if required.

8. Who can group members contact for further information about the case?

The best source of information about the Sportsbet Class Action is at the Maurice Blackburn website.

Group members may contact Maurice Blackburn, at no out of pocket cost, via:

Email	SportsbetClassAction@mauriceblackburn.com.au
Phone	1800 298 580
Post	Maurice Blackburn Sportsbet Class Action Level 21, 380 La Trobe St, Melbourne, VIC, 3000