

FORM 5A



Case: S ECI 2025 07766

Filed on: 23/12/2025 05:51 PM

Rule 5.02(1)

**IN THE SUPREME COURT OF VICTORIA
COMMON LAW DIVISION
GROUP PROCEEDINGS LIST**

S ECI

BETWEEN

STANISLAW KORKLINIEWSKI

Plaintiff

and

MELBOURNE WATER CORPORATION

Defendant

WRIT

Date of Document:	23 December 2025	Solicitors Code:	37478
Filed on behalf of:	Plaintiff	Telephone:	02 8020 5720
Prepared by:	Mayweathers	Ref:	211132
	The Mezzanine	Email:	steve.vrtkovski@mayweathers.com.au
	12 O'Connell St		
	Sydney NSW 2000		

TO THE DEFENDANT

TAKE NOTICE that this proceeding has been brought against you by the plaintiff for the claim set out in this writ.

IF YOU INTEND TO DEFEND the proceeding, or if you have a claim against the plaintiff which you wish to have taken into account at the trial, **YOU MUST GIVE NOTICE** of your intention by filing an appearance within the proper time for appearance stated below.

YOU OR YOUR SOLICITOR may file the appearance. An appearance is filed by—

- (a) filing a "Notice of Appearance" with the Prothonotary by submitting the Notice of Appearance for filing electronically. See www.supremecourt.vic.gov.au; and
- (b) on the day you file the Notice, serving a copy, sealed by the Court, at the plaintiff's address for service, which is set out at the end of this writ.

IF YOU FAIL to file an appearance within the proper time, the plaintiff may **OBTAIN JUDGMENT AGAINST YOU** on the claim without further notice.

***THE PROPER TIME TO FILE AN APPEARANCE** is as follows—

- (a) where you are served with the writ –
 - (i) in Victoria, within 10 days after service; or
 - (ii) out of Victoria and in another part of Australia, within 21 days after service;
- (b) subject to paragraph (c), where you are served with the writ out of Australia, within 42 days after service;
- (c) where you are served with the writ in New Zealand under Part 2 of the Trans-Tasman Proceedings Act 2010 of the Commonwealth, within 30 working days (within the meaning of that Act) after service or, if a shorter or longer period has been fixed by the Court under section 13(1)(b) of that Act, the period so fixed.

IF the plaintiff claims a debt only and you pay that debt, namely, \$ and \$ for legal costs to the plaintiff or the plaintiff's solicitor within the proper time for appearance, this proceeding will come to an end. Notwithstanding the payment you may have the costs taxed by the Court.

FILED 23 December 2025

Prothonotary

THIS WRIT is to be served within one year from the date it is filed or within such further period as the Court orders.

**IN THE SUPREME COURT OF VICTORIA
COMMON LAW DIVISION
GROUP PROCEEDINGS LIST**

S ECI

BETWEEN

STANISLAW KORKLINIEWSKI

Plaintiff

and

MELBOURNE WATER CORPORATION

Defendant

STATEMENT OF CLAIM

Date of Document:	23 December 2025	Solicitors Code:	37478
Filed on behalf of:	Plaintiff	Telephone:	02 8020 5720
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	12 O'Connell St		
	Sydney NSW 2000		

A NATURE OF THE PROCEEDING

- 1 The Plaintiff brings this proceeding as a group proceeding pursuant to Part 4A of the *Supreme Court Act* 1986 (Vic), on his own behalf and on behalf of other persons who or which:
- (a) hold or held a leasehold interest in a residential property at the Rivervue Retirement Village on or after 14 October 2022;
 - (b) have suffered loss and damage because of the conduct of the Defendant as alleged in this Statement of Claim;
 - (c) include the legal personal representatives of the estates of any person who would be a Group Member but for their death after the date of their suffering loss or damage because of the conduct of the Defendant as alleged in this Statement of Claim; and
 - (d) are not any of the persons mentioned in s 33E(2) of the *Supreme Court Act* 1986 (Vic).

(Group Members).

- 2 As at the date of commencement of this proceeding, there are seven or more Group Members.

B THE PLAINTIFF

3 The Plaintiff:

- (a) is the holder of a leasehold interest in a villa at the Rivervue Retirement Village (**RRV**), with the address Villa 51, 12 Blueridge Close, Rivervue Retirement Village, 9 Canning Street, Avondale Heights, Victoria, 3034;
- (b) has held that leasehold interest continuously since 21 September 2018; and
- (c) has suffered loss or damage because of the conduct of the Defendant as alleged below.

C THE DEFENDANT

4 The Defendant, Melbourne Water Corporation, is and was at all material times:

- (a) a Victorian statutory authority, and body corporate that can sue and be sued;
- (b) a creature of s 85 and Schedule 1 of the **Water Act 1989** (Vic);
- (c) responsible for the planning and flood management of the Melbourne Flood Plain, and approval of building work in the Melbourne Flood Plain;
- (d) responsible for the administration of the *Water Act* and its related by-laws and other policies, with respect to the Melbourne Flood Plain.

D MATERIAL FACTS

D1 DEVELOPMENT OF THE RRV

5 The RRV:

- (a) is a residential retirement development comprising approximately 176 villas, approximately 16 apartments, a four-level community centre, a practice bowling green and 1.7 hectares of shared gardens;
- (b) has the address 9 Canning Street, Avondale Heights, Victoria, 3034;

- (c) is adjacent to the Canning Street Bridge and abuts the banks of the Maribyrnong River;
- (d) sits on land, **(the Land)**, wholly within Melbourne's classified flood plain region, known as the Melbourne Flood Plain, and is therefore under the flood plain management of the Defendant pursuant to provisions of the *Water Act*.

6 In May and June 2003, the Defendant commissioned the expert hydrologist company, GHD Pty Ltd (**GHD**), to undertake flood modelling and mapping of the Maribyrnong River.

7 In engaging GHD, the Defendant:

- (a) requested that the work be undertaken in a short time frame, being less than three months;
- (b) requested that the work be undertaken without calibration;
- (c) did not provide any historical data that may have been available to it, including from a flood which had occurred in the area in 1974;
- (d) provided GHD with the Defendant's own water flow estimates based on its own hydraulic assessment and terrain data for use in a hydraulic model,

(Defendant's Deficient Instructions).

8 In 2003 GHD produced flood modelling and maps of the one-in-100-year Average Recurrence Interval flood extent of the Maribyrnong River for the use of the Defendant (**GHD Models**).

9 One of the GHD Models was the mid Maribyrnong HEC-RAS model (the **mid Maribyrnong Model**). The mid Maribyrnong Model:

- (a) significantly underestimated the 1% annual exceedance probability flood levels at the RRV;
- (b) was not calibrated to actual data;

- (c) used low Manning's 'n' values, which were adopted without adjustment from the calibration of the lower Maribyrnong model;
- (d) was not accurate; and
- (e) was not fit for its intended purpose, including setting design floor levels for planning approvals,

(GHD Model Deficiencies).

- 10 The mid Maribyrnong Model had the GHD Model Deficiencies because of the Defendant's Deficient Instructions.
- 11 In about 2004, an application for a planning permit for the development of the Land into an aged care or retirement village facility was lodged by Retirement Services Australia and Metricon Homes with the local government authority with responsibility for development approvals in the area, the Moonee Valley City Council **(Development Application)**.
- 12 In or about 2006, the Development Application was referred to the Victorian Civil and Administrative Tribunal **(VCAT)**.
- 13 On 21 June 2006, the VCAT granted the Development Application, with development conditions, including that:
 - (a) all finished floor levels to accord with the Defendant's requirements; and
 - (b) finished floor levels must be a minimum of 600mm above the applicable flood level,

(Finished Floor Level Conditions).

Particulars

- i. *Retirement Services Australia v Moonee Valley CC* [2006] VCAT 1172 **(VCAT Decision)**.
- 14 A planning permit was issued after the VCAT Decision, which referred to the applicable flood level as the average total energy level (not the average water surface level) obtained with the aid of the flood modelling performed by the Defendant.

- 15 At the time of the grant of the permit, the Defendant's modelled flood levels, which were based on the mid Maribyrnong Model, were 6.00 metres (at the northern boundary of the Land), and 6.407 metres (at the western corner of the Land), above the Australian Height Datum (**AHD**), being the official national vertical datum measurement above the mean sea level.
- 16 The effect of the Finished Floor Level Conditions was that finished floor levels in the proposed development on the Land were required to be constructed higher than 6.60 metres (at the northern boundary of the Land), and 7.007 metres (at the western corner of the Land), above the AHD.
- 17 As at 2006, the Land lay wholly within an area subject to an existing planning control instrument created pursuant to the *Planning and Environment Act 1987* (Vic) known as the *Land Subject to Inundation Overlay* (**Original LSIO**).
- 18 In or about March 2009, Retirement Services Australia and Metricon Homes sought the Defendant's consent to lower proposed finished floor levels to below those required by the Finished Floor Level Conditions.
- 19 In or about June 2009, the Defendant gave its consent to lowering the finished floor levels. The adjusted finished floor levels were below those required by the Finished Floor Level Conditions. This change reduced finished floor levels to below 6.60 metres.
- 20 In 2015, the Defendant gave its consent to an amendment of the Original LSIO to ensure that all properties at the RRV were not affected by the Original LSIO.
- 21 In August 2016, the Defendant caused to be gazetted an amended LSIO (**Amended LSIO**). The effect of the Amended LSIO was that properties at the RRV were permitted to be built on land that was no longer subject to the Original LSIO, and that properties at the RRV were no longer identified as being at risk from a 1% annual exceedance probability flood event.
- 22 Pursuant to the approvals granted, between about 2016 and 2018 properties were constructed on the Land, including villas and/or apartments constructed with finished floor levels lower than the Finished Floor Level Conditions.

23 As a result of:

- (a) the Defendant's flood modelling being based on the mid Maribyrnong Model, which bore the GHD Model Deficiencies;
- (b) the Defendant giving its consent to the lower finished floor levels at the RRV; and
- (c) the Defendant giving its consent to the Amended LSIO to ensure that all properties at the RRV were not affected by the Original LSIO,

properties within the RRV, and other parts of the RRV, were unreasonably vulnerable and/or prone to flooding from swelling of the Maribyrnong River (**Flood Prone**).

24 On about 21 September 2018, the Plaintiff purchased his leasehold interest in a villa in the RRV.

Particulars of Leasehold Interest

- i. The terms on which leasehold interests in the RRV were acquired and held were the subject of standard written terms, in a suite of documents, including a Loan Agreement and a Residence and Management Contract as between the Plaintiff and Rivervue Residential Developments Pty Limited (**RRD**), which terms were subject to the *Retirement Villages Act 1986* (Vic) and regulations made under that Act.
- ii. The Plaintiff paid \$585,000 for the purchase of his leasehold interest.
- iii. The lease period is 99 years.
- iv. The lease is not registered.
- v. Purchase of the leasehold interest required payment of an upfront capital amount to RRD in the sum of \$585,000, characterised as an interest free loan.
- vi. Purchase of the leasehold interest attracted certain transaction costs.

- vii. The lease requires payment of ongoing maintenance levies, sinking fund contributions, and property rates and charges.
- viii. On departure, the lease requires payment from the Plaintiff to RRD of:
 - (a) a “*deferred payment*” calculated at 3% per year of residing in the property, up to a maximum of 9 years (27%), of the loan amount paid by the new or incoming resident;
 - (b) a “*fixed payment*” calculated at 9% of the new loan amount paid by the new or incoming resident;
 - (c) the amount by which the Plaintiff’s upfront capital loan amount exceeds the incoming loan amount or contribution made by the incoming resident;
 - (d) any costs of reinstating the property to its original condition, or renovating it to maximise the loan amount paid by the new or incoming resident;
 - (e) “*sale costs*” if RRD conducts the sale of the lease holding or appoints an external agent for this purpose, in the nature of a commission.
- ix. The lease requires payment of maintenance levies, sinking fund contributions, and property rates and charges up until the time the new (replacement) leaseholder resident pays their incoming contributions to RRD.
- x. The Plaintiff is entitled to a refund of the original loan amount, after offsetting departure costs, which is based on the incoming loan amount or contribution made by the incoming resident.
- xi. The Plaintiff must bear 100% of any capital loss suffered across the life of the residency, but obtains 100% of the benefit of any capital gain (less the departure costs).
- xii. If the Plaintiff vacates his property but there is no incoming replacement resident, Regulation 8 and Schedule 3 of the *Retirement Villages*

(Contractual Arrangements) Regulations 2017 (Vic) applies in respect to the calculation of any refund of the original loan amount which RRD will provide to the Plaintiff, but not until 6 years after the date of the vacation.

(the **Core Leasehold Terms**)

- 25 From about 2016, Group Members began purchasing leasehold interests in villas and apartments in the RRV, on terms which corresponded with the Core Leasehold Terms.
- 26 Shortly after 21 September 2018 the Plaintiff took up residential occupancy of his villa in the RRV pursuant to his leasehold interest.
- 27 In purchasing their respective leasehold interests, the Plaintiff and Group Members proceeded on the assumption that their respective villas and apartments were not, and the RRV was not, Flood Prone.

D2 FLOOD EVENT

- 28 On about 14 October 2022, heavy rain caused swelling of the Maribyrnong River, including where it runs beside the RRV (**Flood Event**).
- 29 The Flood Event flood level at the RRV reached approximately 6.50 metres above the AHD.
- 30 The Flood Event caused significant water inundation to:
- (a) the Plaintiff's villa;
 - (b) at least 46 other villas and apartments in the RRV the subject of leasehold interests held by Group Members;
 - (c) the community centre and bowling green in the RRV;
 - (d) some roadways within the RRV,
- (the **RRV Inundation**).

- 31 The RRV Inundation caused damage to the personal property and real property of the Plaintiff and other Group Members.

Particulars

- i. Fulsome particulars are being obtained and will be provided prior to any hearing.
- 32 As a result of the RRV Inundation, the Plaintiff, and some other Group Members, were forced to evacuate their properties, and arrange alternate accommodation.
- 33 The Flood Event caused the RRV Inundation because:
- (a) the RRV had been constructed with finished floor levels lower than the Finished Floor Level Conditions;
 - (b) the finished floor levels of the Plaintiff's villa, and of Group Members' properties, were constructed lower than as prescribed by the Finished Floor Level Conditions; and
 - (c) RRV was Flood Prone.
- 34 After the Flood Event, the Defendant revised its flood modelling and flood maps (**Revised Modelling**).
- 35 The Revised Modelling reflects the fact that the RRV is Flood Prone.

E NEGLIGENCE

- 36 The GHD Model Deficiencies, the approval of the finished floor levels in the RRV by the Defendant and the Amended LSIO each gave rise to a risk of loss and damage being suffered by the Plaintiff and Group Members (**Risk of Harm**).
- 37 At all material times, the Defendant knew or ought to have known that villas and apartments would be constructed in the RRV with finished floor levels which were:
- (a) in accordance with the Defendant's approvals for construction of the RRV;
 - (b) at heights which were lower than the Finished Floor Level Conditions.

- 38 At all material times, the Defendant knew or ought to have known of the Risk of Harm.

Particulars

- i. the Defendant was or ought to have been aware that the RRV, as constructed, would be Flood Prone.
- ii. the Defendant was or ought to have been aware that persons would purchase real property interests in the RRV.
- iii. the Defendant was or ought to have been aware that purchasers of real property interests in the RRV would not, prior to purchase, be aware, or become aware, that the RRV, as constructed, was Flood Prone.
- iv. the Defendant was or ought to have been aware that purchasers of real property interests in the RRV would likely be retirees, with limited resources to take steps to protect their own economic interests.
- v. the Defendant was or ought to have been aware that an event like the Flood Event might occur.
- vi. the Defendant was or ought to have been aware that an event like the Flood Event would be reasonably likely to cause inundation of parts of the RRV, including residences therein.
- vii. the Defendant was or ought to have been aware that inundation of parts of the RRV, including residences therein from an event like the Flood Event, would lead to the RRV becoming widely known in the community and the real estate market as Flood Prone.

- 39 At all material times, the Plaintiff and Group Members:

- (a) had no or no practicable ability to prevent, avoid or minimise suffering loss and damage as a result of the RRV being Flood Prone;
- (b) were particularly vulnerable to flood events on the Maribyrnong River, such as the Flood Event;

- (c) were dependent for the protection of their property and economic interests upon the Defendant taking precautions against the Risk of Harm.

40 The Defendant had statutory powers, responsibilities, functions and duties under the *Water Act* to manage flood risk in the area of the Melbourne Flood Plain including the RRV.

Particulars

- i. Floodplain management functions under s 202:
 - (a) to find out how far floodwaters are likely to extend and how far they are likely to rise;
 - (b) to declare flood levels and flood fringe levels;
 - (c) to declare building lines;
 - (d) to develop and implement plans and to take any action necessary to minimise flooding and flood damage;
 - (e) to control developments that have occurred or that may be proposed for land adjoining waterways;
 - (f) to provide advice about flooding and controls on development to local councils, the Secretary to the Department and the community.
- ii. Powers under s 203 to make declarations, declaring:
 - (a) a flood level in relation to a specified area; or
 - (b) a flood fringe area; or
 - (c) a building line in relation to either side of a designated waterway or of designated land or works.

41 As a result of the matters pleaded in paragraphs 36 to 40 of this Statement of Claim, the Defendant at all material times owed a duty to the Plaintiff and Group Members to exercise reasonable care, and to take reasonable precautions against the possibility of the materialisation of the Risk of Harm.

42 At all material times the Risk of Harm was:

- (a) not insignificant; and
- (b) foreseeable to the Defendant.

Particulars

- i. the Defendant was aware of the risk of flooding along the Maribyrnong River.
- ii. the Defendant had conducted investigations into the risk of flooding along the Maribyrnong River.
- iii. the Defendant knew that the finished floor levels for buildings along that part of the Maribyrnong River were directly relevant to the risk of such buildings being inundated in the case of local flood events.
- iv. the Defendant was aware that as a result of Amended LSIO, and of its own approvals of the construction plans for the RRV, including lower finished floor levels, that the risk of such buildings being inundated in the case of local flood events was materially greater than would have been the case if those approvals had applied the Original LSIO.
- v. The defendant was or ought to have been aware of the GHD Model Deficiencies, or the real possibility of the GHD Model Deficiencies.
- vi. The Plaintiff repeats the particulars to paragraph 40 above.

43 As a result of the matters pleaded and particularised in paragraphs 5 to 35 of this Statement of Claim:

- (a) there was a significant risk of loss and damage to the Plaintiff and the Group Members if reasonable precautions were not taken against the Risk of Harm;

- (b) the loss and damage that could occur in the event that the Risk of Harm eventuated was serious in that it could involve significant damage and loss;
- (c) the burden of taking reasonable precautions to avoid the Risk of Harm was low or moderate or, in the alternative, was not unreasonable having regard to the probability that the Risk of Harm would eventuate and the potential seriousness of any loss and damage if that occurred; and
- (d) the social utility of the Defendant's relevant activities was not so great as to have impeded it from taking reasonable precautions against the Risk of Harm.

44 As a result of the matters pleaded in paragraphs 36 to 43 of this Statement of Claim, a reasonable person in the position of the Defendant at the material times would have taken the following precautions against the Risk of Harm:

- (a) caused flood modelling in the area of the RRV to be carefully constructed;
- (b) sought comprehensive hydrological professional advice with respect to flood modelling in the area of the RRV;
- (c) provided professional advisors engaged to advise with respect to flood modelling in the area of the RRV with appropriate instructions, including by:
 - (i) providing adequate time to prepare a comprehensive and fit for purpose flood model;
 - (ii) providing suitable information about water flows and levels;
 - (iii) seeking checks and adjustments of the model with calibration;
 - (iv) providing up to date flood data;
- (d) responded appropriately to any suggestions or requests from professional advisors engaged to advise with respect to flood modelling in the area of the RRV;
- (e) followed properly instructed and informed professional advice with respect to flood modelling in the area of the RRV;

- (f) applied and relied upon only properly calibrated and up to date flood modelling;
- (g) based the approved flood levels on modelled total energy levels rather than on modelled water surface levels;
- (h) properly considered all information or reports provided to it, including those provided before and during the VCAT Decision in 2006;
- (i) been careful when approving any development in the area of the RRV to be satisfied that the flood risk was adequately addressed;
- (j) declined to approve any finished floor levels in the RRV lower than 600 mm above the flood levels that would have been dictated by a fit for purpose flood model for the area, which would have accurately accounted for the 1% annual exceedance probability flood levels;
- (k) adopted a cautious and risk averse approach in exercising its statutory functions for granting approvals relating to flood risk;
- (l) declined to approve finished floor levels for development at the RRV which were lower than the Finished Floor Level Conditions;
- (m) warned the general public, and any prospective purchasers in the RRV, including the Plaintiff and the Group Members, that:
 - (i) its flood modelling was based on instructions to experts which bore the Defendant's Deficient Instructions;
 - (ii) the mid Maribyrnong Model may bear the GHD Model Deficiencies;
 - (iii) it had declared a lower flood level for the area of the RRV by the Amended LSIO;
 - (iv) it had approved finished floor levels for development at the RRV which were lower than the Finished Floor Level Conditions;
 - (v) the RRV was Flood Prone, or in the alternative, that there was a real risk that the RRV was Flood Prone;

- (n) directed RRD to warn any prospective purchasers, including the Plaintiff and the Group Members, that that the RRV was Flood Prone or in the alternative, that there was a real risk that the RRV was Flood Prone,

(collectively, on their own, or in any combination, the **Reasonable Precautions**).

45 The Defendant failed to take any of the Reasonable Precautions.

46 In the circumstances, the Defendant breached its duty of care to the Plaintiff, and to the Group Members.

F CAUSATION AND LOSS

47 Had the Defendant not breached its duty of care:

- (a) the Defendant's flood modelling would have been suitable, accurate and fit for purpose;
- (b) the Amended LSIO would not have been proposed or approved;
- (c) the Amended LSIO would not have been created or issued;
- (d) the Defendant would not have approved finished floor levels for the RRV below 6.60 metres to 7.007 metres above the AHD;
- (e) the RRV, and villas and apartments in the RRV, would not have been constructed with finished floor levels below 6.60 metres to 7.007 metres above AHD;
- (f) RRV would not have been, and would not be, Flood Prone;
- (g) the villas and apartments of the Plaintiff and the Group Members would not have been subject to the RRV Inundation;
- (h) the villas and apartments of the Plaintiff and the Group Members would not have been damaged by the RRV Inundation;
- (i) the Plaintiff and Group Members would not have sustained economic loss as a result of the RRV Inundation, in the nature of alternate accommodation and other costs;

- (j) the market value of leasehold interests in the RRV would not have been injuriously affected by public knowledge and market perception that the RRV is Flood Prone;
- (k) the Plaintiff and Group Members would not have sustained economic loss arising from injurious affection to the market value of leasehold interests in the RRV;
- (l) in the alternative, the Plaintiff and Group Members would not have purchased their respective leasehold interests at all.

48 In the circumstances the Plaintiff and Group Members have suffered loss and damage as a result of the Defendant's breach of duty of care.

Particulars

- i. The costs of repair to damage to real property.
- ii. The costs of repair or replacement of damaged or destroyed personal property.
- iii. The costs associated with temporary loss of accommodation.
- iv. The additional costs of insurance.
- v. The costs of RRV levies.
- vi. Injurious affection to the value of leasehold interests in RRV properties.
- vii. Disappointment, vexation and distress.
- viii. Further fulsome particulars will be provided prior to any hearing.

49 The Plaintiff and Group Members claim:

- (a) Damages.
- (b) Interest, including interest on costs.
- (c) Costs.
- (d) Such other or further order as the Court thinks fit.

G COMMON QUESTIONS

Questions of law or fact common to the claims of the Group Members

The questions of law or fact common to the claims of the Group Members are as follows:

- 1 Did the Defendant provide the expert hydrologist company trading as GHD with the Defendant's Definition Instructions?
- 2 Was the mid Maribyrnong Model produced by GHD deficient, inaccurate, and not fit for purpose?
- 3 If the mid Maribyrnong Model was deficient, inaccurate, and not fit for purpose, was this because of the Defendant's Deficient Instructions?
- 4 Did the mid Maribyrnong Model lead to finished floor levels at the RRV being approved by the Defendant at levels which made properties at the RRV Flood Prone (as defined in the Statement of Claim)?
- 5 Did the decision of the Defendant to approve finished floor levels at the RRV make properties at the RRV Flood Prone (as defined in the Statement of Claim)?

Negligence

- 6 Did the mid Maribyrnong Model, the Defendant's approval of the finished floor levels in the RRV and the Defendant's consent to the Amended LSIO, each give rise to a risk of loss and damage being suffered by the Plaintiff and Group Members (**Risk of Harm**)?
- 7 Was the Risk of Harm reasonably foreseeable to the Defendant and not insignificant?

- 8 Did the Defendant owe a duty of care to a class of persons including the Plaintiff and Group Members? If so, what was the content and scope of that duty of care?
- 9 Did the Defendant breach any duty of care it is found to have owed in the manner alleged?

Causation

- 10 Was any breach of duty by the Defendant a necessary condition for the occurrence of the harm (or any of it), suffered by the Plaintiff and Group Members?
- 11 If the answer to question 10 is “yes”, is it appropriate for the scope of the Defendant’s liability to extend to the harm so caused?

Loss and damage

- 12 Has there been injurious affection of the value of the leasehold interests in properties at the RRV on the basis that the RRV is Flood Prone (as defined in the Statement of Claim)?
- 13 If the answer to question 12 is “yes”, what is the quantum of that affection?

Dated: 23 December 2025

This Statement of Claim was settled by Dominic Priestley SC

Mayweathers

Mayweathers
Solicitors for the Plaintiff

1. Place of trial—Melbourne
2. Mode of trial—Judge of the Court
3. This writ was filed—for the plaintiff by Mayweathers, The Mezzanine, 12 O'Connell Street, Sydney NSW 2000
4. The address of the plaintiff is—Villa 51, 12 Blueridge Close, Avondale Heights, Victoria, 3034
5. The address for service of the plaintiff is—Mayweathers, The Mezzanine, 12 O'Connell Street, Sydney NSW 2000
6. The email address for service of the plaintiff is—
steve.vrtkovski@mayweathers.com.au
7. The address of the defendant is—990 La Trobe Street, Docklands, VIC 3008