SUPREME COURT VICTORIA
Case: CI 2025 07766
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FUNDING INFORMATION SUMMARY STATEMENT
RIVERVUE RETIREMENT VILLAGE CLASS ACTION
STANISLAW KORKLINIEWSKI v MELBOURNE WATER CORPORATION & ORS
UPDATED: 9 NOVEMBER 2026

HOW IS THE RIVERVUE RETIREMENT VILLAGE CLASS ACTION FUNDED?

1 The Rivervue Retirement Village Class Action is being funded by LLS Australia Funding Pty Ltd (the **Funder**).

2 The Plaintiff, Stanislaw (Stan) Korkliniewski, has entered into agreements with the Funder and the lawyers in the proceedings, Mayweathers Pty Limited t/as Mayweathers (**Mayweathers**) and William Roberts Pty Limited t/as William Roberts Lawyers (**WRL**), which Mayweathers has retained as its agent. The two law firms will work together to share resources and financial risk to prosecute the class action (**Lawyers**).

WHAT IS THE ROLE OF THE LITIGATION FUNDER AND WHAT ARE THE BASIC FUNDING TERMS?

3 Legal fees and disbursements (including, but not limited to, barristers' and experts' fees) will be paid by the Funder pursuant to the terms of the Litigation Funding Agreement (**LFA**) between the Funder and the Plaintiff.

4 The Funder will pay 75% of the Lawyers' professional fees over the duration of the case, in accordance with the LFA. To the extent that any of the Lawyers' professional fees are not covered by funding from the Funder, those fees will be carried by the Lawyers on a No-Win-No-Fee (**NWNF**) basis. This applies to 25% of the legal fees incurred by Mayweathers and WRL because, as explained in the Updated Group Proceedings Summary Statement, Mayweathers will be the solicitors on record and have engaged WRL as its agent such that both law firms will work together on the class action and in doing so share their resources and the financial risk of prosecuting the case.

5 Mayweathers and WRL will charge a 25% uplift fee on the 25% of their professional fees incurred on a NWNF basis, and will recover that uplift fee from any resolution sum or claim proceeds paid by any Defendant in the event of a successful outcome.

6 The Funder will pay 100% of the disbursements over the duration of the case in accordance with the LFA.

7 Additionally, the Funder:

(a) will pay any adverse costs orders on behalf of the Plaintiff (including if there is no successful outcome) and will only seek reimbursement of these where payment has already been made, or where payment has yet to be made, in the event of a successful outcome and from the claim proceeds of a successful outcome; and

(b) has obtained after-the-event insurance (**ATE Insurance**) to:

(i) provide the Plaintiff and group members with additional protection against the risk of adverse costs. To obtain ATE Insurance, the Funder has paid an upfront insurance premium. A deferred insurance premium will also be payable by the Funder if there is a successful outcome in the case. The Funder will seek to recover the upfront and deferred insurance premiums if there is a successful outcome and from the claim proceeds of a successful outcome; and

(ii) reimbursement of the Funder's costs of providing security for the Defendant's costs if there is a successful outcome and from the claim proceeds of a successful outcome.

WHAT FUNDING COSTS IS THE LITIGATION FUNDER ENTITLED TO IF THERE IS A SUCCESSFUL OUTCOME?

8 The Plaintiff and group members will not be asked to pay anything upfront. Costs will only be payable in the event of a successful outcome and then only as approved by the Court.

9 Costs payable to the Funder and/or the Lawyers will be deducted from, and will not exceed, any compensation that group members are entitled to receive if there is a successful outcome.

10 In the event of a successful outcome (such as a settlement that is approved by the Court or a judgment by the Court awarding damages to group members), the Funder will be entitled to recover the following:

(a) the legal costs and disbursements the Funder has paid relating to the prosecution of the proceeding, including any upfront and deferred insurance premiums relating to ATE Insurance, adverse costs (including, for example, in relation to any interlocutory order for adverse costs) and security for costs (including the costs of any forms of security purchased from ATE insurers); and

(b) a funding commission, being a percentage of any gross resolution sum (that is, the amount of the resolution sum before deducting the above amounts for costs and premiums), as set out in the LFA. The amount of the funding commission contained in the LFA is 30% of any gross proceeds.

11 Before any amounts can be deducted from any resolution sum, the amount of legal costs and disbursements (including the costs of the ATE Insurance premiums), and the funding commission must first be approved by the Court. The Plaintiff will also seek a Common Fund Order so that all group members contribute to the costs and the funding commission regardless of whether they have entered into any LFA with the Funder.

12 The Court will decide whether or not to make any order remunerating the Funder, including whether any percentage of the compensation to group members should be paid to the Funder.

13 The funding commission is a percentage of the recovery which reflects the risks assumed by the Funder in funding the proceeding.

WHAT HAPPENS IF THERE IS NOT A SUCCESSFUL OUTCOME?

14 If there is not a successful outcome, the Funder will pay any adverse costs orders that are made. The Funder will not ask the Plaintiff and group members to pay any legal costs or disbursements. The Funder will not seek and is not entitled to recover from the Plaintiff or group members any costs they have paid in relation to the case, unless there is a successful outcome.

WHO CAN I CONTACT TO GET FURTHER INFORMATION ABOUT THE FUNDING OF THE CLASS ACTION?

15 Group members may contact Mayweathers, at no out-of-pocket cost, via:

(a) **Email**: classactions@mayweathers.com.au

(b) **Telephone**: (02) 8020 5720

(c) **Website**: https://www.mayweathers.com.au/contact