

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 8/08/2017 8:36:22 AM AEST and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)
File Number: NSD724/2016
File Title: Biljana Capic v Ford Motor Company of Australia Ltd ACN 004 116 223
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads 'Warwick Soden'.

Dated: 8/08/2017 1:53:02 PM AEST

Registrar

Important Information

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

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



Pursuant to leave granted by Perram J on 7 October 2016-11 July 2017

Second Further Amended Statement of claim

No. 724 of 2016

Federal Court of Australia
District Registry: New South Wales
Division: General

BILJANA CAPIC

Lead Applicant

FORD MOTOR COMPANY OF AUSTRALIA LIMITED (ACN 004 116 223)

Respondent

1. This proceeding is commenced as a representative proceeding pursuant to Part IVA of the Federal Court of Australia Act 1976 (Cth) by the Applicant on her behalf and on behalf of other consumers (within the meaning of s 3 of the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (ACL) (**Group Members**), but not other persons excluded by s 33(E) of the Federal Court of Australia Act) who:

- (i) at any time during the period January 2011 until 11 May 2016 inclusive (**the relevant period**) acquired, including by purchase or lease, in Australia, a Ford motor vehicle fitted with a DPS 6-speed dry dual-clutch PowerShift transmission (**the PowerShift Transmission**), in particular, the following models (**Affected Vehicles**).

	Model	Build Year
Focus	Titanium LW	2011 – 2012
	Sport LW	2011 – 2012
	Trend LW	2011 – 2012
	Ambiente LW	2011 – 2012

Filed on behalf of (name & role of party) Biljana Capic, Applicant
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	Sport LW MKII	<u>2012</u> 2013 – 2015
	Titanium LW MKII	<u>2012</u> 2013 – 2015
	Ambiente LW MKII	<u>2012</u> 2013 – 2015
	Trend LW MKII	<u>2012</u> 2013 – 2015
Fiesta	Zetec WT	2010 – 2013
	LX WT	2010 – 2013
	CL WT	2010 – 2013
	Sport EcoBoost WZ	2012 – 2015
	Trend WZ	2013 – 2016
	Ambiente WZ	2013 – 2016
	Fiesta CL WT	2010 – 2013
EcoSport	Titanium BK	2013 – 2016
	Trend BK	2013 – 2016
	Ambiente BK	2013 – 2016

and

(ii) suffered loss or damage by, or resulting from, the contraventions of the ACL by the Respondent pleaded below.

2. As at the date of the commencement of this proceeding, seven or more Group Members have claims against the Respondent.
3. On or about 24 December 2012, the Applicant acquired from MTM Motors Pty Ltd, trading as Sterling Ford, a leasehold interest in a 2012 Ford LW MKII Focus Sport 2.0l Petrol 5DR Hatch Automatic, and retained her legal interest in the vehicle as at 16 May 2016.

Particulars

The VIN number of the vehicle is MPB1XXMXB1CS18657.

The purchase price was \$28,595.00.

The Applicant financed the acquisition of the vehicle through a novated lease from Alphera Financial Services with a term of 48 months for a total price of \$40,971.52.

4. During the relevant period, each Group Member acquired, including by purchase or lease, an Affected Vehicle.

5. The Respondent:

(a) is, and was at all material times, a corporation incorporated in Australia; and

(b) is, and was at all material times, a trading corporation within the meaning of section 4(1) of the Competition and Consumer Act 2010 (Cth).

6. During the relevant period, the Respondent advertised, imported, sold, marketed, distributed, supplied and financed motor vehicles, including the Affected Vehicles, throughout Australia.

6A During the relevant period the Applicant's Affected Vehicle contained a defect (the Defect in the Affected Vehicle) in that the PowerShift Transmission caused, or had the propensity to cause, some or all of the following problems: The applicant has frequently encountered some, or all, of the following difficulties with the PowerShift transmission when driving her Affected Vehicle in normal driving conditions on the public highway:

- Delayed or harsh gear shifting during acceleration;
- Sudden gear change, or skipping gears, leading to shuddering, jerking, bucking or kicking of the vehicle;
- Harsh transmission noise;
- Unsteady and/or uncontrolled movement;
- Transmission overheating and malfunction;
- Loud engine noise.
- Sudden loss of power in ordinary driving conditions

Particulars

Particulars will be provided in evidence

6B ~~In addition the applicant has on a number of occasions experienced sudden loss of power in the Affected Vehicle when driving on the road, causing potentially dangerous situations for her and other road users~~

Particulars of loss of power

On or about 8 April 2015, the Applicant was driving on the highway when the Affected Vehicle suddenly, and without warning, lost power. The vehicle did not change gears, and the Applicant perceived that she was not in control of the vehicle.

Over the next few months, she experienced similar, and sudden, losses of power in the Affected Vehicle.

On or about 7 October 2015, the warning light of the Applicant's Affected Vehicle came on, and the Applicant was unable to change gears or engage Reverse gear without difficulty.

Approximately two weeks later, and after the Affected Vehicle had been purportedly repaired, the engine light came on whilst the Applicant was driving on the freeway. The Applicant was unable to drive the vehicle beyond 80km/h. The vehicle was shaking and noisy. A few minutes later, the Applicant received an error message on the dash: "Transmission Overheating – Stop Safely". The Applicant, at the time, was in heavy traffic and unable to pull over safely. A few seconds later, the following message was received: "Transmission Overheating Wait 5 min". The Applicant pulled over a few minutes later when she was safely able to do so. A new message appeared "Transmission Overheating – Wait 15 min". At this point, the Applicant became concerned that the vehicle was not safe to drive, and she left it temporarily on the side of the road.

On or about 3 February 2016, the Applicant was driving the Affected Vehicle on the highway at an approximate speed of 80 km/h when the vehicle suddenly, and without warning, dropped from that speed to 20 km/h in a matter of seconds. The Applicant was frightened for her life when the car immediately behind hers had to take emergency action to swerve so as to avoid a collision.

- 6C The Applicant has returned the Affected Vehicle to Ford authorised dealers on a number of occasions, raising concerns about her vehicle.

Particulars

14 April 2013 - Applicant booked Affected Vehicle into Ford Sterling for 3,000 km service, on which occasion she raised with mechanics the issues of jerking, shuddering, and harsh gear changes.

20 August 2013 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd for a 15,000 km service, on which occasion she raised with mechanics the issues of jerking, shuddering, and harsh gear changes.

23 April 2014 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd for the 30,000 km service, on which occasion she raised with mechanics the issue of jerking, shuddering, and harsh gear changes.

26 September 2014 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd following receipt of a Customer Satisfaction Program letter.

7 October 2015 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd because the engine light was coming on.

16 November 2015 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd because the engine light was coming on, and because gear changes are harsh. TCM was reprogrammed on that occasion.

10 February 2016 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd because the engine light was coming on, and vehicle "lacks power". On that occasion, Applicant's service record indicates that the TCM was replaced.

17 March 2016 - Applicant booked Affected Vehicle into Jefferson Ford Pty Ltd to report "shudder on acceleration".

6D On each occasion prior to September 2014, mechanics at the Ford dealers represented to the Applicant that *"it will take some time for the transmission to adjust to the driver's driving style and for driving to become smooth"* and/or that the problem she was experiencing was a *"normal driving characteristic"* and/or that *"the problem has been fixed"*.

6E ~~The defect in the Applicant's vehicle continued after each service. After each service, as set out above, the applicant continued, and continues, to encounter the same, or similar, difficulties with the PowerShift transmission, as those pleaded in paragraph 6A and loss of power, when driving her Affected Vehicle in normal driving conditions on the public highway.~~

6F On or about 5 December 2015, the Applicant contacted the Respondent for a replacement vehicle. On or about 12 February 2016, a sales representative from Jefferson Ford Pty Ltd telephoned the Applicant and they had a conversation with words to the following effect:

Sales rep: *We have a brand new 2015 Ford Focus which you can buy.*

Applicant: *I don't want to buy a car. I want you to give me one after all the problems I have had.*

Rep: *I can't do that but I can give you a really good employee price.*

Applicant: *what's that going to be?*

Rep: *The car costs \$25,442.83 but you'll have to pay \$33,663.63 (that is, \$25,442.83 + \$18,220.80 finance payout - \$10,000 trade-in figure)*

Applicant: *That is unacceptable. I am not paying that.*

6G ~~During the relevant period, Affected Vehicles owned by Group Members suffered from some or all of the same, or similar, difficulties with the PowerShift transmission as those experienced by the Applicant as identified in paragraphs 6A and 6B above, including loss of power in the vehicle, when driven in normal driving conditions on the public highway.~~

6H The Respondent wrote during 2014 to Group Members in the following terms:

"On your vehicle it may be possible for the PowerShift 6-speed Automatic Transmission to exhibit excessive transmission clutch shudder during light acceleration. This condition may be caused by fluid contamination of the clutch due to leaking transmission seals.

...

In the interest of your satisfaction, Ford Motor Company is extending the Ford Express New Vehicle Warranty for the vehicle to cover repairs on the clutch and input shaft seals on the transmission, as well as the transmission

software calibration, to a total of Five (5) years or 160,000 kilometres from the vehicle's warranty start date, whichever occurs first.

...

If your vehicle's clutch, transmission input shaft seals, or transmission software calibration require service or replacement due to excessive clutch shudder during light acceleration, and your vehicle is within the indicated time/kilometre limitations for the warranty extension, Ford Motor Company has authorised your Dealer to service the transmission as necessary free of charge (parts and labor) (sic)

...

You do not need to return to your Dealer for this repair unless your vehicle's transmission exhibits excessive transmission clutch shudder during light acceleration. Please keep this letter as a reminder of the extended warranty coverage for your clutch, transmission input shaft seals and transmission software."

(emphasis added)

Particulars

Customer Satisfaction Program 14M01 sent to owners of Affected Vehicles during 2014

61 Further, the Respondent wrote to Group Members in the following terms:

"It is possible that a computer chip inside the Transmission Control Module (TCM) in your vehicle may develop an electrical communication concern. Symptoms relating to this concern may not initially be noticeable to the driver, but can progress over a period of time to include delayed or harsh gear shifts, and ultimately loss of transmission gear engagement while driving and/or an inability to start the vehicle if they are not addressed.

Ford Motor Company has developed new software that will continuously monitor the operation of the TCM in your vehicle.

Ford has authorised any Ford dealer to update your TCM software free of charge.

The new software is designed to continuously monitor the TCM and activate a dashboard warning light if it detects anything unusual with its operation, even before any symptoms are noticeable to the driver. The new software will not change the transmission shift characteristics or have an effect on fuel economy.

If the warning light comes on, you should take the vehicle to your dealer. If your TCM has developed a concern, it will be replaced free of charge (parts and labor) (sic).

Please call your dealer as soon as possible...

NOTE: If your vehicle has recently been serviced or repaired, the updated software may have already been installed. Your Dealer will be able to confirm when you call."

(emphasis added)

Particulars

Program 15B22 sent to Group Members

MISLEADING OR DECEPTIVE CONDUCT

7. In or about 2010, the Respondent made a series of statements in announcements and media releases in Australia concerning the “new Ford PowerShift transmission” as follows:

“With the new Ford PowerShift transmission we are introducing the transmission of the future. This automatic six-speed double-clutch unit provides the efficiency of a manual and the full comfort of an automatic...it is perfectly suited to the new Ford Focus [and Fiesta].

The new Ford PowerShift transmission is a completely new six-speed double-clutch transmission combining the driving dynamics of a manual gearbox with the ease of a premium automatic transmission.

...

From the driver’s seat, the sensation of PowerShift is smooth acceleration-much smoother than a conventional automatic transmission.

...

The result is impressive: the Ford PowerShift now provides the ease and convenience of a conventional automatic transmission coupled with the performance of a manual transmission. It delivers fast and sporty shifts while maintaining high degrees of shift smoothness.

...

The system has been calibrated to deliver a shift strategy that excludes, as much as possible, downshifting or kickdown—for example, reverse switching of gears 5-4-3 when high acceleration is required.

...

Driving with the PowerShift transmission is as simple and easy as a conventional automatic transmission.”

8. During the relevant period, the Respondent’s Australian website made the following statements in respect of the PowerShift Transmission:

“When it comes to transmissions, people are generally either manual or automatic fans. But what if you could get the best of both worlds in the one gearbox? The sporty feel and efficiency of a manual, with the ease of an automatic.

The transmission automatically engages the next gear in the sequence in anticipation of the shift, so gear changes are quick and power delivery is seamless, whether accelerating or slowing down.

PowerShift transmissions are sealed for life and engineered to last 10 years or 240,000 kms, making them extremely low maintenance.”

- 8A By making the statements described above, the Respondent represented in trade or commerce that:

- (1) Gear shifts and acceleration would be smooth; and
- (2) Vehicles fitted with the PowerShift Transmission would be extremely low maintenance; and

(3) Vehicles fitted with the PowerShift Transmission would thereby have the same driving ease and convenience as a vehicle fitted with an automatic transmission.

(the PowerShift Representations)

8B The PowerShift Representations, were misleading or deceptive, or likely to mislead or deceive, because:

(1) Affected Vehicles suffered from some or all of the following problems;

- (a) Gear shifts were not smooth but delayed and harsh during acceleration;
- (b) sudden gear change or skipping gears, leading to shuddering, jerking, bucking or kicking of the vehicle;
- (c) harsh transmission noise;
- (d) unsteady and/or uncontrolled movement;
- (e) transmission overheating and malfunction;
- (f) loud engine noise;
- (g) sudden loss of power in ordinary driving conditions;

and

(2) Vehicles fitted with the PowerShift Transmission were not extremely low maintenance but required frequent repairs, after which repairs the vehicles continued to suffer from excessive transmission clutch shudder and loss of transmission gear engagement; and

(3) Vehicles fitted with the PowerShift Transmission thereby did not have the same driving ease and convenience as a vehicle fitted with an automatic transmission.

8C By reason of the facts pleaded in paragraphs 7-8B above, the Respondent contravened s18 of the ACL.

8D The PowerShift Representations were liable to mislead the public as to the nature, the characteristics or the suitability for purpose of the Affected Vehicles because:

(1) Affected Vehicles suffered from some or all of the following problems:

- (a) Gear shifts were not smooth but delayed and harsh during acceleration;
- (b) sudden gear change or skipping gears, leading to shuddering, jerking, bucking or kicking of the vehicle;
- (c) harsh transmission noise;
- (d) unsteady and/or uncontrolled movement;
- (e) transmission overheating and malfunction;
- (f) loud engine noise;
- (g) sudden loss of power in ordinary driving conditions;

and

- (2) Vehicles fitted with the PowerShift Transmission were not extremely low maintenance but required frequent repairs, after which repairs the vehicles continued to suffer from excessive transmission clutch shudder and loss of transmission gear engagement; and
- (3) Vehicles fitted with the PowerShift Transmission thereby did not have the same driving ease and convenience as a vehicle fitted with an automatic transmission.

8E By reason of the facts pleaded in paragraphs 7-8B and 8D above, the Respondent contravened s 33 of the ACL.

8F Group Members relied on the PowerShift Representations pleaded above when making their decision to buy an Affected Vehicle.

20A During the relevant period Affected Vehicles contained a defect (the **Defect in the Affected Vehicles**) in that the DPS 6-speed dry dual-clutch PowerShift transmission caused, or had a propensity to cause, some or all of the following problems: ~~displayed some or all of the following problems and were thereby defective in the following material respects:~~

- They suffered from:

- (1) Delayed or harsh gear shifting during acceleration;
- (2) Sudden gear change or skipping gears, leading to shuddering, jerking, bucking or kicking of the vehicle;
- (3) Harsh transmission noise;
- (4) Unsteady and/or uncontrolled movement;
- (5) Transmission overheating and malfunction;
- (6) Loud engine noise.

- They suffered from (7) sudden loss of power in ordinary driving conditions.

~~(Defects in the Affected Vehicles)~~

20B ~~The Defects in the Affected Vehicles were caused by a defective PowerShift transmission fitted to the Affected Vehicles.~~

21 The Respondent issued notices to advise the Applicant and Group Members of the Defects in the Affected Vehicles and to have the Affected Vehicles returned for repair.

21A The Respondent extended the relevant vehicle warranty to cover repairs to the PowerShift Transmission, including the clutch, input shaft seals on the transmission, and the transmission software calibration.

22. The Defects in the Affected Vehicles continued after the Affected Vehicles had been purportedly repaired and after the relevant warranty had been extended by the Respondent.
23. During the relevant period, the Respondent did not disclose to prospective purchasers of Affected Vehicles or to the public:
- The existence of the Defects in the Affected Vehicles;
 - That the Respondent had issued Customer Satisfaction Programs (sic) and bulletins to existing customers who had purchased Affected Vehicles, recalling them for repair; and
 - That the Defects in the Affected Vehicles continued notwithstanding repeated, and multiple, servicing of the Affected Vehicles by authorised Ford dealers;
 - ~~The Defects in the Affected Vehicles were caused by a defective PowerShift transmission fitted to the Affected Vehicles.~~
24. At all material times during the relevant period, the Respondent was aware of the matters pleaded in paragraphs 20A-23 above.

Particulars

The Respondent was aware from Ford Motor Company in the USA that Ford Fiesta and Ford Focus models supplied in the USA, and equipped with a similar PowerShift transmission, experienced problems similar to those experienced in the Affected Vehicles (further details will be provided after discovery)

The Respondent issued technical service bulletins to Ford dealers advising of problems experienced with the PowerShift Transmission (further details will be provided after discovery)

Group Members raised concerns about the performance of Affected Vehicles with Ford dealers

25A By reason of:

(1) the Respondent's failure to disclose to prospective purchasers of Affected Vehicles, including the Applicant, or to the public:

- The existence of the Defects in the Affected Vehicles;
- The fact that the Respondent had issued Customer Satisfaction Programs (sic) and bulletins to existing customers who had purchased Affected Vehicles, recalling them for repair; and

- The fact that the Defects in the Affected Vehicles continued notwithstanding repeated, and multiple, servicing of the Affected Vehicles by authorised Ford dealers;
- ~~The Defects in the Affected Vehicles were caused by a defective PowerShift transmission fitted to the Affected Vehicles; and~~

the Respondent engaged in conduct, in trade or commerce, that was misleading or deceptive, or was likely to mislead or deceive, in contravention of s. 18 of the ACL.

25B By reason of

(1) the Respondent's failure to disclose to prospective purchasers of Affected Vehicles, including the Applicant, or to the public:

- The existence of the Defects in the Affected Vehicles;
- The fact that the Respondent had issued Customer Satisfaction Programs (sic) and bulletins to existing customers who had purchased Affected Vehicles, recalling them for repair; and
- The fact that the Defects in the Affected Vehicles continued notwithstanding repeated, and multiple, servicing of the Affected Vehicles by authorised Ford dealers;
- ~~The Defects in the Affected Vehicles were caused by a defective PowerShift transmission fitted to the Affected Vehicles; and~~

the Respondent engaged in conduct, in trade or commerce, that was liable to mislead the public as to the nature, the characteristics or the suitability for their purpose, of the Affected Vehicles, in contravention of s. 33 of the ACL.

FAILURE TO COMPLY WITH STATUTORY GUARANTEE

27. At all material times during the relevant period, Affected Vehicles, manufactured by the Respondent (within the meaning of s. 7 of the ACL), were supplied to consumers, including the Applicant, in trade or commerce, by Ford dealers and by other retailers selling Affected Vehicles, including second hand dealers.
28. By reason of the matters pleaded in paragraph 27 above, there was a statutory guarantee that the Affected Vehicles were of acceptable quality, as specified by s. 54(1) of the ACL.
29. By reason of:
- (1) the existence of the Defects in the Affected Vehicles, and

- (2) The fact that the Respondent had issued Customer Satisfaction Programs (sic) and bulletins to existing customers who had purchased Affected Vehicles, recalling them for repair; and
- (3) The fact that the Defects in the Affected Vehicles continued notwithstanding repeated, and multiple, servicing of the Affected Vehicles by authorised Ford dealers;
- ~~(4) The fact that the Defects in the Affected Vehicles were caused by a defective PowerShift transmission fitted to the Affected Vehicles~~
- ~~(5) The fact that drivers of Affected Vehicles experienced sudden loss of power when driving on the road;~~

the Affected Vehicles were not of acceptable quality (within the meaning of s. 54(2) of the ACL) in that they were not:

- (a) fit for all the purposes for which motor vehicles are commonly supplied; and
- (b) free from defects; and
- (c) safe.

- 29A Because the Affected Vehicles were not of acceptable quality, for the reasons set out in paragraph 29 above, the statutory guarantee pleaded in paragraph 28 above was not complied with by the Respondent.
30. For the purposes of s. 271(1) of the ACL, the Applicant and Group Members are affected persons because they have acquired Affected Vehicles.
31. By reason of the Respondent's failure to comply with the guarantee imposed by s. 54 of the ACL, the Applicant and Group Members are entitled under s. 271 of the ACL to recover damages from the Respondent.

The contraventions caused loss or damage to the Applicant and Group Members

32A Each, or any, of the following contraventions of the ACL:

- (1) the Respondent's misleading or deceptive PowerShift Representations, in contravention of s 18 of the ACL; or
- (2) the Respondent's misleading or deceptive PowerShift Representations, in contravention of s 33 of the ACL; or
- (3) the Respondent's failure to disclose the existence of the Defects in the Affected Vehicles, in contravention of s 18 of the ACL; or
- (4) the Respondent's failure to disclose the existence of the Defects in the Affected Vehicles, in contravention of s 33 of the ACL; or

(5) the Respondent's failure to comply with the statutory guarantee, in contravention of s 271 of the ACL caused loss to the Applicant and Group Members because, had they known of the contraventions, they would not have purchased their Affected Vehicles.

LOSS OR DAMAGE SUFFERED BY THE APPLICANT AND GROUP MEMBERS

33. The Applicant and each Group Member have suffered loss and damage by and resulting from the contraventions pleaded above (or any one or a combination of those contraventions).
- 33A. By reason of the matters pleaded at paragraphs 7-8F, each of the Group Members has suffered loss or damage pursuant to s 236 of the ACL.
34. By reason of the matters pleaded at paragraphs 20A-25B above, the Applicant and each of the Group Members have suffered loss and damage pursuant to s 236 of the ACL.
35. The loss and damage suffered by the Applicant and each of the Group Members is the difference between the consideration given by them to acquire an interest in the Affected Vehicle and the true value of the vehicle at the date of purchase (had the Applicant and Group Members been aware of the contraventions, or any of them).
- 35A. Alternatively, had the Applicant and each Group Member not purchased an Affected Vehicle, they would have purchased an alternative vehicle for comparable cost made by a different manufacturer. The Applicant and Group Members have suffered loss and damage because, since the date of purchase, the value of the Affected Vehicles has diminished more than the value of comparable alternative vehicles made by different manufacturers.
- 35B. Alternatively, the failure of the Respondent to comply with the guarantee, in contravention of s 271 of the ACL, has caused loss to the Applicant and Group Members in that the contravention has resulted in a reduction of the value of the Affected Vehicles purchased by them, and the Applicant and Group Members are entitled to recover such loss pursuant to s 272 of the ACL.
- 35C. Particulars of the loss and damage suffered by the Applicant and Group Members, caused by the pleaded contraventions of the ACL, will be provided in evidence.
36. The Applicant claims, in her own right and on behalf of the Group Members, the relief specified in the application, namely:
- (i) damages, including, but not limited to, diminution in value of the Affected Vehicle(s), any amounts paid for repairs, car hire, taxi fares, additional finance

costs and any additional expenses and costs incurred as a result of the necessity to replace the Affected Vehicle and obtain a different vehicle;

- (ii) Costs.

Date: ~~11 October 2016~~ 7 August 2017



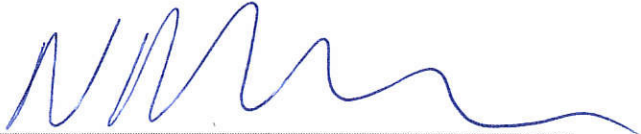
Signed by Natasa Matijevic
Lawyer for the Applicant

This pleading was prepared by Robert White, and settled by Dr Peter Cashman of Counsel

Certificate of lawyer

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

Date: ~~11 October 2016~~ 7 August 2017



Signed by Natasa Matijevic
Lawyer for the Applicant