

ANNEXURE A

NOTICE

FORD CLASS ACTION

Biljana Capic v Ford Motor Company of Australia Limited (ACN 004 116 223)

Federal Court Proceedings NSD 724 of 2016

A class action has been commenced by Bannister Law in the Federal Court of Australia on behalf of all persons who at some time during the period between January 2011 and 11 May 2016 inclusive (**the Relevant Period**) purchased or leased a Ford motor vehicle fitted with a PowerShift DPS6 transmission (**Affected Vehicles**).

The Affected Vehicles covered by the Bannister Law proceedings are as follows:

Ford Model	Model (Petrol)	Build Year
Focus	Titanium LW	2011 - 2012
	Sport LW	2011 - 2012
	Trend LW	2011 - 2012
	Ambiente LW	2011 - 2012
	Sport LW MKII	2012 - 2015
	Titanium LW MKII	2012 - 2015
	Ambiente LW MKII	2012 - 2015
	Trend LW MKII	2012 - 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
EcoSport	Titanium BK	2013 – 2016
	Trend BK	2013 – 2016
	Ambiente BK	2013 – 2016

If you purchased an Affected Vehicle during the Relevant Period, you may be a Group Member in this class action. You have received this notice because you are potentially a Group Member in the class action.

You should read this notice carefully. Any questions you have concerning the matters contained in this notice should not be direct to the Court. If there is anything in it that you do not understand, you should seek legal advice.

In summary, the Applicant alleges that there have been contraventions of the Australian Consumer Law including:

- That the DPS 6-Speed Dry dual clutch PowerShift transmission (the Powershift transmission) contained a defect in the Affected Vehicles;
- That the Affected Vehicles fitted with the PowerShift transmission were not of acceptable quality;
- That the Respondent made representations regarding the PowerShift Transmission that were misleading or deceptive, or likely to mislead or deceive;

- d) That the failure to disclose the existence of the Defects in the Affected Vehicles was conduct that was misleading or deceptive, or likely to mislead or deceive; and
- e) That the Respondent did not comply with the consumer guarantee that the Affected Vehicles were of acceptable quality.

The Applicant is claiming damages for breach of the Australian Consumer Law, including damages for diminution in value of the Affected Vehicle, 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 and costs of the proceedings.

The Applicant in the proceedings has entered into a Funding Agreement with Martin Place Litigation Services Pty Ltd (MPLS), which provides for MPLS:

- To pay the Applicant's legal costs of the action;
- Indemnify the Applicant in respect of any adverse costs orders which may be made against the Applicant in the action; and
- To provide any security for costs in the action.

Approximately 1,800 other Group Members have also entered into Funding Agreements with MPLS to date, but not all Group Members have done so.

The Applicant has applied to the Court for orders with respect to the funding of the action pursuant to proposed court-approved 'funding terms'.

The proposed funding terms provide that, in the event of a successful outcome in the action (either by way of settlement or judgment), the settlement or judgment sum recovered for those Group Members who have not entered in to a Funding Agreement with MPLS as at 22 December 2017, will be used, before any distribution to Group Members, to:

- Reimburse the funder for the legal fees and expenses incurred in funding the class action; and
- Provide for a commission of 30% or such percentage determined by the Court to be paid to the funder out of any monies recovered by or on behalf of Group Members.

The proposed funding terms provide that, in the event of a successful outcome in the action (either by way of settlement or judgment), the settlement or judgment sum recovered for those Group Members who have entered in to a Funding Agreement with MPLS as at 22 December 2017, will be used, before any distribution to Group Members, to:

- Reimburse the funder for the legal fees and expenses incurred in funding the class action; and
- Provide for a commission of 20% or such percentage determined by the Court to be paid to the funder out of any monies recovered by or on behalf of Group Members.

No Group Member will be liable to pay any amount of money to MPLS unless and until there is a successful outcome in the action, and then (subject to any other order the Court may make) the above amounts payable to the funder will be deducted from the settlement or judgment sum before the balance is distributed to Group Members.

For those Group Members who have entered into a Funding Agreement with MPLS as at 22 December 2017 those agreements will continue to apply, but the proposed 'funding terms' will prevail over any inconsistent provision in the Funding Agreements.

The Applicant's Application for approval of the proposed funding terms has been listed for hearing before the Federal Court in Sydney at 9.30am on 16 March 2018. Any Group Member who wishes to be heard by the Court, either in support of, or in opposition to, the application:

- a) Must, on or before 5 February 2018, notify the Court of the Group Member's desire to be heard by filing a Notice of Intention to Object in the form attached to this notice;
- b) Must, on or before 1 March 2018, file with the Court any evidence and any written submissions on which the Group Member proposes to rely; and
- c) May attend the hearing on 16 March 2018.

Further information in relation to the action, including copies of relevant documents, can be obtained from the website of the applicant's solicitors, <http://fordclassaction.com.au> or <http://bannisterlaw.com.au>.

In addition, any Group Member who wishes to obtain a copy of any relevant documents filed in relation to the application may do so by contacting the Applicant's solicitors on (02) 8001-6604 or by email to fordclassaction@bannisterlaw.com.au.

Any Group Member who does not wish to remain as a Group Member in the action will at some point in the future be given appropriate notice enabling them to opt out of the action, and those Group Members who opt out of the action would not then be bound by the funding terms sought from the Court.

Notice of Intention to Object

Biljana Capic v Ford Motor Company of Australia Limited (ACN 004 116 223)

Federal Court Proceedings NSD724 of 2016

Respond To:

Registrar of the Federal Court of Australia,
Commonwealth Law Courts Sydney,
184 Philip Street, Sydney NSW 2000

Name of Group Member:
Address:
Email address:

If you are legally represented, please fill out the following:

Lawyer who is representing you:
Name of Law Firm:
Address:
Email Address:

I am a Group Member in these proceedings and I wish to be heard on the Applicant's Interlocutory Application filed 22 December 2017 because:

Please indicate whether you intend to give or lead evidence in support of your objection

I intend to give or lead evidence in support of my objection
I do not intend to give or lead evidence in support of my objection

Please indicate whether you intend to appear at the hearing of the application (your objection will be before the court whether you choose to appear at the hearing or not):

I intend to appear at the hearing
I do not intend to appear at the hearing

Date:

Signature:

Name of person signing notice:

Position in Company (if on behalf of a company):