



**IN THE SUPREME COURT OF VICTORIA
AT MELBOURNE
COMMERCIAL COURT
GROUP PROCEEDINGS LIST**

No. S ECI 2022 05424

Case: S ECI 2022 05424

Filed on: 22/12/2025 03:51 PM

B E T W E E N

Anne-Maree Johnston

Plaintiff

-and-

Hyundai Motor Company Australia Pty Limited ACN 008 995 588

Defendant

AMENDED STATEMENT OF CLAIM

(Amended pursuant to the Orders of the Honourable Justice Nichols dated 19 December 2025)

Date of Document: ~~23 March 2023~~ 22 December 2025 Solicitors Code: 564
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A. PARTIES

A1. The Plaintiff and Group Members

1. This proceeding is commenced as a group proceeding against Hyundai Motor Company Australia Pty Limited (**Hyundai**) under Part 4A of the *Supreme Court Act 1986* (Vic) (the **SC Act**) by the Plaintiff on her own behalf and on behalf of other persons (**Group Members**) who:
 - (a) acquired in Australia by way of purchase, exchange, taking on lease or hire-purchase one or more of the following vehicles at any time ~~between 1 May 2015 and prior to 4 February 2021~~ (in the case of vehicles described in paragraph 1(a)(i) below), or ~~between 1 April 2018 and at any time prior to 30 May 2021~~ (in the case of vehicles described in paragraph 1(a)(ii) below), or ~~between 1 November 2014 and at any time prior to 30 May 2021~~ (in the case of vehicles described in paragraph 1(a)(iii) below), or ~~between 1 June 2015 and at any time prior to 26 September 2022~~ (in the case of vehicles described in paragraph 1(a)(iv) below), or ~~between 1 June 2014 and at any time prior to 26 September 2022~~ (in the case of vehicles described in paragraph 1(a)(v) below), or ~~between 1 June 2014 and at any time prior to 7 December 2022~~ (in the case

of vehicles described in paragraph 1(a)(vi) below), or at any time prior to 1 August 2024 (in the case of vehicles described in paragraphs 1(a)(vii) to 1(a)(xiii) below), or at any time prior to 28 February 2025 (in the case of vehicles described in paragraph 1(a)(xiv) below (as applicable, the **Relevant Period**):

- (i) a Hyundai Tucson model year 2015, 2016, 2017, 2018, 2019, 2020 or 2021 with a Vehicle Identification Number (**VIN**) recorded in the ~~Excel spreadsheet attached to a recall notice for these vehicles published on 4 February 2021;~~ ~~or~~
- (ii) a Hyundai Genesis G80 or G70 model year 2018 ~~referred in a~~ with a VIN recorded in the recall notice for these vehicles published on 30 May 2021; ~~or~~
- (iii) a Hyundai Genesis model year 2014, 2015, 2016 or 2017 with a VIN recorded in ~~a~~ the recall notice for these vehicles published on 30 May 2021; ~~and~~
- (iv) a Hyundai Santa Fe (DM) model year 2015, 2016, 2017 or 2018, with a VIN recorded in ~~a~~ the recall notice for these vehicles published on 26 September 2022; ~~;~~
- (v) a Hyundai ix35 model year 2014 or 2015 with a VIN recorded in ~~a~~ the recall notice for these vehicles published on 26 September 2022; ~~;~~
- (vi) a Hyundai ix35 (EL) model year 2014 or 2015 with a VIN recorded in ~~a~~ the recall notice for these vehicles published on 7 December 2022; ~~;~~
- (vii) a Hyundai Veloster (FS) model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
 - I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011;
- (viii) a Hyundai ix35 (LM) model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
 - I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011;
- (ix) a Hyundai Accent (RM) model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
 - I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011;

- (x) a Hyundai i40 (VF) model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
- I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011;
- (xi) a Hyundai Santa Fe (DM) model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
- I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011;
- (xii) a Hyundai iMax model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
- I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011;
- (xiii) a Hyundai iLoad (TQ) model year 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014 or 2015:
- I. with a VIN recorded in the recall notice for these vehicles published on 1 August 2024; and
 - II. which was first supplied to a consumer on or after 1 January 2011; or
- (xiv) a Hyundai ix35 model year 2012 or 2013 with a VIN recorded in the recall notice for these vehicles published on 28 February 2025,
- (together, **Affected Vehicles**);

Particulars

- i. Recall published on 4 February 2021 with recall number REC-000603.
- ii. Recall published on 30 May 2021 with recall number REC-001596.
- iii. Recall published on 30 May 2021 with recall number REC-001597.
- iv. Recall published on 26 September 2022 with recall number REC-005532.
- v. Recall published on 7 December 2022 with recall number REC-005583.
- vi. Recall published on 1 August 2024 with recall number REC-006041.

vii. Recall published on 28 February 2025 with recall number REC-006298.

(b) either:

(i) acquired the Affected Vehicle from Hyundai, a Hyundai or Genesis dealership (**Dealer**) or another retailer (including a used car dealer) otherwise than:

I. by way of sale by auction; or

II. for the purpose of re-supply or using it up or transforming it in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land; or

(ii) acquired the Affected Vehicle otherwise than for the purpose of re-supply from a person who acquired the vehicle in the circumstances described in subparagraph 1(b)(i) above; and

(c) are not a person described in s 33E(2) of the SC Act or a Justice of the Supreme Court of Victoria or the High Court of Australia.

2. As at the date of the commencement of this proceeding, seven or more Group Members have claims against Hyundai.

3. Anne-Maree Johnston, the Plaintiff, acquired an Affected Vehicle, being a new MY14 EL2 Hyundai ix35 Series II Special Edition Trophy 2.0L Diesel Auto (the **Plaintiff's Affected Vehicle**) on 11 August 2014 otherwise than:

(a) by way of sale by auction; or

(b) for the purpose of re-supply or using it up or transforming it in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

Particulars

i. The Plaintiff purchased the Plaintiff's Affected Vehicle on or around 11 August 2014 from Andrew Miedecke Motors Pty Ltd trading as Miedecke Motor Group (ACN 002 582 621), an authorised dealership in Port Macquarie, New South Wales.

ii. The Plaintiff paid \$36,000.00 to purchase the Plaintiff's Affected Vehicle.

A2. The Defendant

4. Hyundai is, and at all relevant times throughout the Relevant Period was:

(a) a corporation incorporated in Australia;

- (b) a trading corporation within the meaning of s 4(1) of the *Competition and Consumer Act 2010* (Cth) (**CCA**);
- (c) a manufacturer of the Affected Vehicles within the meaning of s 7 of the *Australian Consumer Law* (**ACL**) (being Schedule 2 of the CCA) by reason that:
 - (i) Hyundai imported the Affected Vehicles into Australia without having manufactured them; and
 - (ii) at the time of the importation, the manufacturer of the Affected Vehicles did not have a place of business in Australia.

5. Hyundai at all relevant times throughout the Relevant Period:

- (a) supplied the Affected Vehicles in Australia, including to Dealers;
- (b) marketed, advertised and distributed the Affected Vehicles throughout Australia;
- (c) operated under the Hyundai brand; and
- (d) operated under the Genesis brand.

B. ANTI-LOCK BRAKING SYSTEMS

B.1 Components and function of an ABS

6. An anti-lock braking system (**ABS**) is a part of a motor vehicle's braking system that automatically controls the degree of slip, in the direction of rotation of the wheel, on one or more wheels of the vehicle during braking.

7. An ABS includes:

- (a) wheel speed sensors mounted on the wheels of the vehicle that identify and transmit to the ABS Control Unit the conditions of rotation of the wheel or wheels or the dynamic conditions of the vehicle;
- (b) an ABS Control Unit, which is the electronic component that evaluates the data transmitted by the wheel speed sensors and that transmits signals to the hydraulic modulator, and thereby performs the ABS control function (**ABS Module**); and
- (c) a hydraulic modulator, which is a component designed to vary the braking force or forces applied to the wheel or wheels in accordance with the signal received from the ABS Module, and that comprises:
 - (i) an electric engine;
 - (ii) valves operated by solenoids that control the flow of brake fluid between the master cylinder and each wheel brake cylinder; and
 - (iii) a base to which brake hoses from the master cylinder and from wheel brake cylinders are connected.

8. When the driver of a vehicle equipped with an ABS applies force to the brake pedal:
 - (a) the master cylinder sends brake fluid to the hydraulic modulator;
 - (b) the hydraulic modulator sends the brake fluid to the wheel brake cylinders; and
 - (c) brake pressure is thereby applied to each wheel.

9. If during braking a wheel sensor detects a variation in wheel speed such that the vehicle is skidding or losing traction:
 - (a) the wheel sensor will send this information to the ABS Module;
 - (b) upon receiving this information, the ABS Module will send a signal to a solenoid in the hydraulic modulator;
 - (c) upon the solenoid receiving this signal, the solenoid will activate a valve in the hydraulic modulator that will temporarily and/or intermittently block the flow of brake fluid to the relevant wheel brake cylinder; and
 - (d) as a result, brake pressure applied to the relevant wheel is temporarily and/or intermittently released.

B.2 Applicable standards

10. During the Relevant Period:
 - (a) before 1 November 2015, all new models of Affected Vehicles first produced before that date and supplied before 1 November 2016 had to be equipped with either an ABS or a braking system that otherwise met the requirements of Annex 5 of *UNECE Regulation No. 13-H – Uniform Provisions Concerning the Approval of Passenger Cars with regard to Braking (UNECE Regulation 13-H)*;

Particulars

- i. *Vehicle Standard (Australian Design Rule 31/02 – Brake Systems for Passenger Cars) 2009*, cl. 2.1; cl. 2.2; cl. 4.1.
 - ii. UNECE Regulation 13-H, cl. 6; Annex 3, cl. 1.
- (b) from 1 November 2015 onwards, all new models of Affected Vehicles first produced on or after that date had to be equipped with an ABS; and

Particulars

- i. *Vehicle Standard (Australian Design Rule 31/03 – Brake Systems for Passenger Cars) 2013*, cl. 2.1; cl. 4.1; cl. 4.2.
- ii. UNECE Regulation 13-H, cl. 6; Annex 3, cl. 1; Annex 9, Part B, cl. 1.

- iii. *Vehicle Standard (Australian Design Rule 31/04 – Brake Systems for Passenger Cars) 2017*, cl. 3.1; cl. 3.3; cl. 3.5.
 - iv. *Vehicle Standard (Australian Design Rule 89/00 – Brake Assist Systems (BAS)) 2017*, cl. 3.1; cl. 5.1; cl. 6.2.
 - v. *United Nations Regulation No. 139 – Uniform provisions concerning the approval of passenger cars with regard to Brake Assist Systems (BAS)*, cl. 5.1.
- (c) from 1 November 2016 onwards, all models of Affected Vehicles supplied in Australia had to be equipped with an ABS (together, the **Applicable Standards**).

Particulars

- i. *Vehicle Standard (Australian Design Rule 31/03 – Brake Systems for Passenger Cars) 2013*, cl. 2.2; cl. 4.1; cl. 4.2.
 - ii. UNECE Regulation 13-H, cl. 6; Annex 3, cl. 1; Annex 9, Part B, cl. 1.
 - iii. *Vehicle Standard (Australian Design Rule 31/04 – Brake Systems for Passenger Cars) 2017*, cl. 3.1; cl. 3.3; cl. 3.5.
 - iv. *Vehicle Standard (Australian Design Rule 89/00 – Brake Assist Systems (BAS)) 2017*, cl. 3.1; cl. 5.1; cl. 6.2.
 - v. *United Nations Regulation No. 139 – Uniform provisions concerning the approval of passenger cars with regard to Brake Assist Systems (BAS)*, cl. 5.1.
11. In order to comply with the Applicable Standards, each Affected Vehicle was equipped with an ABS, which included an ABS Module located in the engine compartment of the vehicle.
12. The ABS Module in each Affected Vehicle contains an electronic control circuit board (**ECCB**) that is a printed circuit board that performs the control function within the ABS.
13. The ECCB is constantly powered, even when the Affected Vehicle is switched off.
- C. THE DEFECT IN THE AFFECTED VEHICLES AND ITS CONSEQUENCES**
14. Throughout the Relevant Period, each Affected Vehicle contained, or was part of a model line that contained, an ABS Module with an ECCB that, by reason of its design or the design of its componentry, or alternatively the manner in which it was manufactured:
- (a) was vulnerable to water, moisture and/or other fluid entering the ABS Module and making contact with the ECCB;

- (b) would, or alternatively had a propensity to, experience over time corrosion and/or oxidation of the ECCB once water, moisture and/or other fluid came into contact with it; and
- (c) contained a part or parts in its circuitry that would, or alternatively had a propensity to, short circuit while powered after experiencing corrosion and/or oxidation of the ECCB when exposed to water, moisture and/or other fluid (the **Defect**).

Particulars

- i. Recall published on 4 February 2021 with recall number REC-000603.
 - ii. Recall published on 30 May 2021 with recall number REC-001596
 - iii. Recall published on 30 May 2021 with recall number REC-001597.
 - iv. Recall published on 26 September 2022 with recall number REC-005532.
 - v. Recall published on 7 December 2022 with recall number REC-005583.
 - vi. Recall published on 1 August 2024 with recall number REC-006041.
 - vii. Recall published on 28 February 2025 with recall number REC-006298.
 - viii. Further particulars may be provided after discovery and/or expert evidence.
15. By reason of the Defect, there was a risk that the ABS Module, and as a consequence the engine compartment of an Affected Vehicle, would catch fire if the ABS Module were exposed to water, moisture and/or other fluid.
 16. The risk of fire existed both when an Affected Vehicle was turned on or turned off by reason of the matter described at paragraph 13 above.
 17. Further, under reasonably expected operating conditions of Affected Vehicles in Australia, the ABS Module including the ECCB would be, or was likely to be, exposed to water, moisture and/or other fluid from time to time.
 18. During the Relevant Period, the Defect therefore had a propensity to cause Affected Vehicles to experience one or more of the following consequences under reasonably expected operating conditions:
 - (a) engine compartment fire;
 - (b) an accident while being driven;
 - (c) serious injury or death to vehicle occupants, other road users and bystanders whether being driven or not; and/or
 - (d) damage to property (the **Defect Consequences**).

19. At the time that each Affected Vehicle was supplied:
- (a) it was fitted with an ABS Module containing the Defect; and
 - (b) by reason of the Defect, it had a propensity to experience one or more of the Defect Consequences.

D. THE PLAINTIFF'S AFFECTED VEHICLE

20. The Plaintiff's Affected Vehicle was supplied to the Plaintiff fitted with an ABS Module containing the Defect.
21. On 8 March 2021:
- (a) at or about approximately 11:15 am, the Plaintiff drove the Plaintiff's Affected Vehicle 7km to a friend's house, where it remained parked for approximately 2 hours;
 - (b) at or about approximately 1:30 pm, the Plaintiff drove the Plaintiff's Affected Vehicle 7km back to her house, where it was parked in the garage with the engine switched off and the garage door closed securely; and
 - (c) at or about approximately 2:00 pm, a fire began in the engine compartment of the Plaintiff's Affected Vehicle while it was parked in the garage with the engine switched off.
22. By reason of paragraphs 14 to 21, the Defect was the cause of the fire in the Plaintiff's Affected Vehicle.

Particulars

- (i) Causation is to be inferred from paragraphs 14 to 20 above in the circumstances pleaded in paragraph 21.
- (ii) Port Macquarie Fire and Rescue Incident Report #035876.

23. The fire caused extensive damage to:
- (a) the Plaintiff's Affected Vehicle; and
 - (b) the garage of the Plaintiff's home.

Particulars

- (i) The Plaintiff's Affected Vehicle was written off.
- (ii) Structural damage to the garage, house and driveway.
- (iii) Personal property stored in the garage was extensively damaged and disposed of.
- (iv) Further particulars to be provided with the Plaintiff's lay evidence.

E. REPRESENTATIONS CONCERNING THE AFFECTED VEHICLES

E.1 Representations regarding Affected Vehicles

24. Throughout the Relevant Period, Hyundai made representations in printed brochures and online that the Affected Vehicles were, or were part of model lines that were, in their design, engineering and manufacturing:

- (a) of high quality;
- (b) safe;
- (c) fit for purpose as passenger vehicles in Australia;
- (d) suitable for use in all reasonably expected operating conditions in Australia; and/or
- (e) not defective (the **Representations**).

Particulars

- i. The Representations were express or implied.
- ii. The brochures include:
 - 1. Hyundai Tucson / Santa Fe Brochure published 17 July 2015, 8 October 2015, 30 December 2015, 29 August 2016, 1 February 2017, 1 July 2017.
 - 2. Hyundai Tucson Brochure published 1 July 2017, 1 December 2017, 9 February 2018, 15 August 2018, 14 December 2020.
 - 3. Genesis Brochure published 22 October 2014, 1 June 2015 and 26 October 2016.
 - 4. Hyundai ix35 Brochure published 21 February 2014.
- iii. Statements made online concerning the Hyundai Tucson were those published on Hyundai's website, www.hyundai.com.au, during the Relevant Period.
- iv. Statements made online concerning the Hyundai Genesis were published on Hyundai's websites, www.hyundai.com.au and www.genesis-motors.com.au, during the Relevant Period.
- v. Statements made online concerning the Hyundai Santa Fe were those published on Hyundai's website, www.hyundai.com.au, during the Relevant Period.
- vi. Statements made online concerning the Hyundai ix35 were those published on Hyundai's website, www.hyundai.com.au, during the Relevant Period.

- vii. Statements made online concerning the Hyundai ix35 (EL) were those published on Hyundai's website, www.hyundai.com.au, during the Relevant Period.
- viii. Further particulars may be provided after discovery.

25. The Representations were made to:
- (a) the Plaintiff and Group Members; and/or
 - (b) the public.
26. The Representations were continuing representations.
27. Hyundai did not correct, qualify or relevantly disclaim the Representations during the Relevant Period.
28. Hyundai's conduct in making, and in failing to correct, qualify or relevantly disclaim, the Representations was conduct in trade or commerce.

E.2 Representations about future matters

29. Throughout the Relevant Period, Hyundai made representations in printed brochures and online that the Affected Vehicles would be, or were part of model lines that would be, in their design, engineering and manufacturing:
- (a) of high quality;
 - (b) safe;
 - (c) fit for purpose as passenger vehicles in Australia;
 - (d) suitable for use in all reasonably expected operating conditions in Australia; and/or
 - (e) not defective (the **Future Matter Representations**).

Particulars

- i. The Future Matter Representations were express or implied.
 - ii. The Plaintiff refers to and repeats the particulars at paragraph 24 above.
30. The Future Matter Representations were made to:
- (a) the Plaintiff and Group Members; and/or
 - (b) the public.
31. The Future Matters Representations were representations with respect to future matters within the meaning of s 4 of the ACL.
32. The Future Matters Representations were continuing representations.

33. Hyundai did not correct, qualify or relevantly disclaim the Future Matters Representations during the Relevant Period.
34. Hyundai's conduct in making, and in failing to correct, qualify or relevantly disclaim, the Future Matters Representations was conduct in trade or commerce.

E.3 The omissions conduct

35. Throughout the Relevant Period, Hyundai did not disclose to the public, the Plaintiff or Group Members that:
 - (a) Affected Vehicles contained the Defect; or
 - (b) Affected Vehicles had a propensity to experience the Defect Consequences (the **Omissions Conduct**).
36. The Omissions Conduct was conduct in trade or commerce.

F. RECALL OF THE AFFECTED VEHICLES

37. On 4 February 2021, Hyundai issued a recall (REC-000603) in relation to 93,572 Hyundai Tucson model year 2015, 2016, 2017, 2018, 2019, 2020 or 2021 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (the **Tucson Recall Notice**).
38. The Tucson Recall Notice was to the effect that:
 - (a) the ECCB in the ABS Module will short circuit when the components are exposed to moisture;
 - (b) there is a risk of engine fire, even when the vehicle is turned off, which could increase the risk of accident, serious injury or death to vehicle occupants, other road users and bystanders and/or damage to property; and
 - (c) affected vehicles should be parked in an open space and not in a garage.
39. On 30 May 2021, Hyundai issued a-recalls (REC-001596 and REC-001597) in relation to:
 - (a) ~~4,203~~1,213 Hyundai Genesis model year ~~2014~~, 2015, 2016 or 2017 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (the **Genesis ~~2015~~2014 – 2017 Recall Notice**); and
 - (b) 124 Hyundai Genesis G70 and G80 model year 2018 vehicles (the **Genesis 2018 Recall Notice**).
40. The Genesis ~~2015~~2014 – 2017 Recall Notice and Genesis 2018 Recall Notice were to the effect that:
 - (a) the ECCB in the ABS Module may short circuit when the components are exposed to moisture;

- (b) there is a risk of engine fire, even when the vehicle is turned off, which could increase the risk of accident, serious injury or death to vehicle occupants, other road users and bystanders and/or damage to property; and
 - (c) affected vehicles should be parked in an open space and not in a garage.
41. On 26 September 2022, Hyundai issued ~~a~~ recalls (REC-005532 and REC-005583) in relation to 21,943:
- (a) Hyundai Santa Fe (DM) model year 2015, 2016, 2017 or 2018 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (the **Santa Fe Recall Notice**); and
 - (b) and ix35 model year 2014 or 2015 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (the **ix35 Recall Notice**).
42. The Santa Fe Recall Notice and the ix35 Recall Notice were to the effect that:
- (a) the ECCB in the ABS Module may short circuit when the components are exposed to moisture;
 - (b) there is a risk of engine fire, even when the vehicle is turned off, which could increase the risk of accident, serious injury or death to vehicle occupants, other road users and bystanders and/or damage to property; and
 - (c) affected vehicles should be parked in an open space and not in a garage.
43. On 7 December 2022, Hyundai issued a recall (REC-005583) in relation to 19,541 Hyundai ix35 (EL) model year 2014 or 2015 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (the **ix35 (EL) Recall Notice**).
44. The ix35 (EL) Recall Notice was to the effect that:
- (a) the ECCB in the ABS Module may short circuit when the components are exposed to moisture;
 - (b) there is a risk of engine fire, even when the vehicle is turned off, which could increase the risk of accident, serious injury or death to vehicle occupants, other road users and bystanders and/or damage to property;
 - (c) affected vehicles should be parked in an open space and not in a garage.
45. The Plaintiff's Affected Vehicle was included in the ix35 (EL) Recall Notice.

Particulars

- i. The Plaintiff's Affected Vehicle's VIN is identified in the Excel spreadsheet attached to the ix35 (EL) Recall Notice.

46. The Plaintiff did not receive any recall notice prior to the occurrence of the fire on 8 March 2021.

46A. On 1 August 2024, Hyundai issued a recall (REC-006041) in relation to 113,525 Hyundai Veloster (FS), ix35 (LM), Accent (RM), i40 (VF), Santa Fe (DM), iMax and iLoad (TQ) model year 2007 to 2015 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (**August 2024 Recall Notice**).

46B. The August 2024 Recall Notice was to the effect that:

- (a) brake fluid may leak into the ABS Module which could cause an electrical short circuit, leading to a vehicle engine compartment fire while parked or driving;
- (b) a vehicle fire could increase the risk of an accident causing serious injury or death to vehicle occupants, other road users, bystanders and/or damage to property;
- (c) affected vehicles should be parked in an open space and not in a garage.

46C. On 28 February 2025, Hyundai issued a recall (REC-006298) in relation to 8,794 Hyundai ix35 model year 2012 to 2013 vehicles with a VIN recorded in an Excel spreadsheet attached to the notice (**February 2025 Recall Notice**).

46D. The February 2025 Recall Notice was to the same effect as the August 2024 Recall Notice referred to at paragraph 46B above.

G. FAILURE TO COMPLY WITH CONSUMER GUARANTEES

47. The Affected Vehicles were goods of a kind ordinarily acquired for personal, domestic or household use or consumption.

48. The Plaintiff and each Group Member who purchased an Affected Vehicle in the circumstances described in paragraph 1(b)(i) above acquired their Affected Vehicle as a consumer within the meaning of s 3 of the ACL by reason of paragraphs 1(b)(i) or 3 above and:

- (a) that the price paid for the Affected Vehicle did not exceed \$40,000 (for vehicles acquired before 1 July 2021) or \$100,000 (for vehicles acquired from 1 July 2021); or
- (b) paragraph 47 above.

49. When the Plaintiff's Affected Vehicle was supplied to the Plaintiff, and each Affected Vehicle was supplied to a Group Member in the circumstances described in paragraph 1(b)(i) above, the vehicle was supplied in trade or commerce.

50. By reason of paragraphs 48 and 49 above, there was a guarantee that each Affected Vehicle was of acceptable quality within the meaning of s 54 of the ACL when supplied either to the Plaintiff or Group Members in the circumstances described in paragraph 1(b)(i) above.

Particulars

- ii. The ACL applies as a law of the Commonwealth pursuant to s 131(1) of the CCA to supplies of Affected Vehicles by corporations.
 - iii. Alternatively:
 1. the ACL applies as a law of New South Wales pursuant to s 28 of the *Fair Trading Act 1987* (NSW) to supplies of Affected Vehicles in New South Wales by persons who are not corporations;
 2. the ACL applies as a law of the Australia Capital Territory pursuant to s 7 of the *Fair Trading (Australian Consumer Law) Act 1992* (ACT) to supplies of Affected Vehicles in the Australian Capital Territory by persons who are not corporations;
 3. the ACL applies as a law of the Northern Territory pursuant to s 27 of the *Consumer Affairs and Fair Trading Act* (NT) to supplies of Affected Vehicles in the Northern Territory by persons who are not corporations;
 4. the ACL applies as a law of Queensland pursuant to s 16 of the *Fair Trading Act 1989* (Qld) to supplies of Affected Vehicles in Queensland by persons who are not corporations;
 5. the ACL applies as a law of South Australia pursuant to s 14 of the *Fair Trading Act 1987* (SA) to supplies of Affected Vehicles in South Australia by persons who are not corporations;
 6. the ACL applies as a law of Tasmania pursuant to s 6 of the *Australian Consumer Law (Tasmania) Act 2020* (Tas) to supplies of Affected Vehicles in Tasmania by persons who are not corporations;
 7. the ACL applies as a law of Victoria pursuant to s 8 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) to supplies of Affected Vehicles in Victoria by persons who are not corporations;
and
 8. the ACL applies as a law of Western Australia pursuant to s 19 of the *Fair Trading Act 2010* (WA) to supplies of Affected Vehicles in Western Australia by persons who are not corporations.
51. By reason of paragraphs 14 to 19 above (and in the case of the Plaintiff's Affected Vehicle, also paragraph 20 above), the Affected Vehicles were not, at the time they were supplied, as:
- (a) fit for all purposes for which goods of that kind are commonly supplied;

- (b) free from defects;
- (c) safe; and
- (d) durable;

as a reasonable consumer fully acquainted with the state and condition of the Affected Vehicles (including the Defect) would regard as acceptable having regard to:

- (e) the nature of the Affected Vehicles;
- (f) the price of the Affected Vehicles; and/or
- (g) the representations pleaded at paragraphs 24 and 29 above.

52. By reason of the matters described in paragraph 51 above, individually and/or cumulatively, each Affected Vehicle, at the time it was supplied to the Plaintiff or a Group Member in the circumstances described in paragraph 1(b)(i) above:

- (a) was not of acceptable quality within the meaning of s 54 of the ACL; and
- (b) did not comply with the guarantee of acceptable quality that applied to the vehicle under s 54 of the ACL.

G1. Failure to comply with express warranties under s 59 of the ACL

52A The Representations and/or the Future Matters Representations, individually and/or cumulatively, were assertions and/or representations given or made by Hyundai that:

- (a) related to the quality, state, condition, performance or characteristics of the Affected Vehicles;
- (b) were given or made in connection with the supply of the Affected Vehicles or in connection with the promotion by any means of the supply or use of the Affected Vehicles; and
- (c) had the natural tendency to induce persons to acquire the Affected Vehicles; and
- (d) by reason of the preceding matters, were “express warranties” given or made by Hyundai within the meaning of s 2 of the ACL (the Express Warranties).

52B. In the premises, and by reason of the matters pleaded in paragraphs 4(c), 28, 34, 47, 48 and 49, there was a guarantee pursuant s 59 of the ACL that Hyundai would comply with the Express Warranties in relation to each Affected Vehicle when supplied either to the Plaintiff or Group Members in the circumstances described in paragraph 1(b)(i) above.

52C. The Express Warranties were to the effect that the Affected Vehicles were and/or would be, at the time they were supplied and throughout the Relevant Period:

- (a) of high quality;
- (b) safe;

- (c) fit for purpose as passenger vehicles in Australia;
- (d) suitable for use in all reasonably expected operating conditions in Australia; and/or
- (e) free from defects.

Particulars

- i. The Plaintiff refers to and repeats paragraphs 24 and 29 and the particulars thereto above.

52D. In breach of the Express Warranties, by reason of paragraphs 14 to 19 above (and in the case of the Plaintiff's Affected Vehicle, also paragraph 20 above), the Affected Vehicles were not, at the time they were supplied and throughout the Relevant Period:

- (a) of high quality;
- (b) safe;
- (c) fit for purpose as passenger vehicles in Australia;
- (d) suitable for use in all reasonably expected operating conditions in Australia; and/or
- (e) free from defects.

52E. By reason of the matters pleaded at paragraph 52D above, the guarantee pleaded in paragraph 52B was not complied with, in relation to each Affected Vehicle, at the time it was supplied to the Plaintiff or a Group Member in the circumstances described in paragraph 1(b)(i) above.

H. MISLEADING OR DECEPTIVE CONDUCT

53. By reason of paragraphs 14 to 19 above (and in the case of the Plaintiff's Affected Vehicle, paragraph 20 above also), Affected Vehicles were not, at the time they were supplied and throughout the Relevant Period:

- (a) of good quality;
- (b) safe;
- (c) fit for purpose as passenger vehicles in Australia;
- (d) suitable for use in all reasonably expected operating conditions in Australia; and/or
- (e) free from defects.

GH1. Misleading or deceptive conduct under s 18 of the ACL

54. By reason of paragraph 53 above:

- (a) the Representations, individually and/or cumulatively, were misleading or deceptive or likely to mislead or deceive;
- (b) the Future Matters Representations, individually and/or cumulatively, were misleading or deceptive or likely to mislead or deceive; and/or
- (c) the failure to correct, qualify or relevantly disclaim during the Relevant Period the Representations and/or the Future Matters Representations, individually and/or cumulatively, was misleading or deceptive or likely to mislead or deceive.

55. Further or alternatively:

- (a) Hyundai did not have reasonable grounds for making the Future Matters Representations throughout the Relevant Period; and

Particulars

- i. The Plaintiff refers to and repeats paragraphs 14 to 19.
- ii. Further particulars may be provided after discovery.

- (b) the Future Matters Representations are therefore taken to have been misleading by operation of s 4(1) of the ACL.

56. Further:

- (a) because a reasonable consumer would not have regarded an Affected Vehicle containing the Defect as being of acceptable quality, there existed a reasonable expectation throughout the Relevant Period that Hyundai would inform consumers of the Defect before they purchased Affected Vehicles; and
- (b) by reason of this expectation and paragraph 53 above, the Omissions Conduct during the Relevant Period was misleading or deceptive or likely to mislead or deceive.

57. By reason of the matters pleaded in paragraphs 24 to 36, 53, 54, 55 and/or 56 above, Hyundai engaged in conduct that was misleading or deceptive, or likely to mislead or deceive, in contravention of s 18 of the ACL.

GH2. False or misleading representations under s 29 of the ACL

58. Each time Hyundai made the Representations and/or the Future Matters Representations, individually and/or cumulatively, those representations:

- (a) were made in connection with the supply or possible supply of Affected Vehicles or in connection with the promotion by any means of the supply or use of Affected Vehicles;

- (b) constituted a representation that Affected Vehicles are of a particular standard, quality, grade and/or composition within the meaning of s 29(1)(a) of the ACL that was false or misleading by reason of paragraphs 53 and/or 55 above; and
- (c) constituted a representation that Affected Vehicles have certain performance characteristics and/or uses within the meaning of s 29(1)(g) of the ACL that was false or misleading by reason of paragraph 53 and/or 55 above.

59. By reason of paragraphs 24 to 26, 28 to 32, 34, 53 and 58 above, Hyundai contravened s 29(1) of the ACL each time it made, individually and/or cumulatively, the Representations or the Future Matters Representations.

GH3. Conduct liable to mislead the public under s 33 of the ACL

60. By reason of paragraphs 24 to 36, 53, 54, 55 and/or 56 above:

- (a) the making of the Representations and/or Future Matters Representations, individually and/or cumulatively;
- (b) the failure to correct, qualify or relevantly disclaim the Representations and/or the Future Matters Representations, individually and/or cumulatively, during the Relevant Period; and/or
- (c) the Omissions Conduct;

was conduct by Hyundai that was liable to mislead the public as to the nature, characteristics and/or the suitability for purpose of Affected Vehicles in contravention of s 33 of the ACL.

I. CAUSATION

61. In relation to each Affected Vehicle, because of the failure to comply with the guarantee of acceptable quality as pleaded in paragraph 52 above and/or the failure to comply with the guarantee as to express warranties in s 59 of the ACL pleaded in paragraph 52E there was:

- (a) a resulting reduction in the value of that Affected Vehicle; and/or
- (b) reasonably foreseeable loss or damage suffered by the Plaintiff or Group Members (as applicable) who acquired the Affected Vehicle.

Particulars

- i. There was a reduction in value of each Affected Vehicle at the time of supply (in the circumstances described at paragraph 1(b)(i) above) because the vehicle was worth less than it would have been worth had the guarantee of acceptable quality been complied with, and the Plaintiff or Group Members (as applicable) who acquired that vehicle overpaid for it as a result.

- ii. As to reasonably foreseeable loss or damage suffered by the Plaintiff and Group Members (as applicable) who acquired the Affected Vehicle:
 1. the Plaintiff and Group Members paid more GST and stamp duty than they would have paid had the guarantee of acceptable quality been complied with and they had not overpaid for the vehicle;
 2. at least some Group Members, who financed some or all of their purchase, paid more financing costs (such as interest) than they would have paid had the guarantee of acceptable quality been complied with and they had not overpaid for the vehicle;
 3. at least some Group Members, who acquired a relevant Hyundai Genesis model, paid more luxury car tax than they would have paid had the guarantee of acceptable quality been complied with and they had not overpaid for the vehicle;
 4. at least some Group Members incurred expenses (such as taxi fares or other transportation expenses) because they were required to take their Affected Vehicle to a Dealer in response to the Tucson Recall Notice, Genesis ~~2015~~2014 – 2017 Recall Notice, Genesis 2018 Recall Notice, the Santa Fe Recall Notice, the ix35 Recall Notice ~~or~~, the ix35 (EL) Recall Notice, the August 2024 Recall Notice or the February 2025 Recall Notice (as applicable) and were without their vehicle for a period of time;
 5. at least some Group Members were not able to work while their Affected Vehicle was at a Dealer in response to the Tucson Recall Notice, Genesis ~~2015~~2014 – 2017 Recall Notice, Genesis 2018 Recall Notice, the Santa Fe Recall Notice, the ix35 Recall Notice ~~or~~, the ix35 (EL) Recall Notice, the August 2024 Recall Notice or the February 2025 Recall Notice (as applicable), therefore causing them to lose income;
 6. the Plaintiff and at least some Group Members suffered damage to property and further damage to the Affected Vehicle as a result of engine compartment fires caused by the Defect.
 7. The Plaintiff and at least some Group Members suffered loss of amenity, vexation, distress and disappointment.
- iii. Further particulars may be provided after expert evidence.

62. But for Hyundai having:

- (a) engaged in any or all of the misleading or deceptive conduct pleaded at paragraph 55 above;
- (b) made any or all of the false or misleading representations pleaded at paragraph 59 above; and/or
- (c) engaged in any or all of the conduct liable to mislead the public pleaded at paragraph 60 above;

the Plaintiff would not have acquired the Plaintiff's Affected Vehicle and Group Members either:

- (d) would not have acquired their Affected Vehicle(s); or
- (e) alternatively, would have paid a lower price for their Affected Vehicle than the price they in fact paid.

Particulars

- i. But for the misleading conduct alleged, the Affected Vehicle(s) would not have been offered for sale, or alternatively, if they were offered for sale, would not have been acquired by the Plaintiff or Group Members.
- ii. Insofar as the Affected Vehicle(s) still would have been offered for sale, or Group Members still would have acquired the Affected Vehicle(s), the Affected Vehicle(s) would have been sold at a lower price than was actually paid, because the price would have reflected the reduction in value of the Affected Vehicle(s) resulting from the Defect.

J. LOSS OR DAMAGE SUFFERED BY THE PLAINTIFF AND GROUP MEMBERS

63. The Plaintiff and Group Members have suffered loss or damage because of the failure to comply with the guarantee of acceptable quality pleaded in paragraph 52 and/or the failure to comply with the guarantee as to express warranties in s 59 of the ACL pleaded in paragraph 52E, above, by reason of the matters pleaded in paragraph 61 above.

Particulars

- i. The Plaintiff suffered the following loss or damage:
 - 1. Reduction in value of the Plaintiff's Affected Vehicle resulting from the failure to comply with the guarantee of acceptable quality below the lower of:
 - a. the price paid for the Plaintiff's Affected Vehicle; and

- b. the average retail price of the Plaintiff's Affected Vehicle as at 11 August 2014.
 2. Excess GST and stamp duty paid in connection with acquiring the Plaintiff's Affected Vehicle at a price which did not account for the reduction in value of that vehicle as described in 1 above.
 3. Damage to the Plaintiff's Affected Vehicle as a result of the fire not covered by motor vehicle insurance (being \$850 for the car insurance excess).
 4. Damage to the Plaintiff's property (including real and personal property) as a result of the fire not covered by insurance (the Plaintiff paid a home insurance excess of \$3,000).
 5. Loss of amenity, vexation, distress and disappointment.
 6. Further particulars of the extent of the Plaintiff's loss and damage may be provided following discovery and expert evidence and prior to the trial.
- ii. Insofar as Group Members are concerned:
 1. Each Group Member suffered a reduction in value of their Affected Vehicle resulting from the failure to comply with the guarantee of acceptable quality below the lower of:
 - a. the price paid by the consumer for the Affected Vehicle; and
 - b. the average retail price of the Affected Vehicle as at the time of supply to the consumer.
 2. Each Group Member suffered excess GST and stamp duty paid in connection with acquiring their Affected Vehicle at a price which did not account for the reduction in value of that vehicle as described in 1 above.
 3. Some Group Members suffered excess luxury car tax paid in connection with acquiring their Affected Vehicle at a price which did not account for the reduction in value of that vehicle as described in 1 above.
 4. Some or all Group Members suffered excess financing costs paid in connection with acquiring their Affected Vehicle at a price which did not account for the reduction in value of that vehicle as described in 1 above.

5. Some or all Group Members incurred expenses (such as taxi fares or other transportation expenses) in connection with being required to take their Affected Vehicle to a Dealer in response to the Tucson Recall Notice, the Genesis ~~2015~~2014 – 2017 Recall Notice, the Genesis 2018 Recall Notice, the Santa Fe Recall Notice, the ix35 Recall Notice ~~or~~, the ix35 (EL) Recall Notice, the August 2024 Recall Notice or the February 2025 Recall Notice.
 6. Some or all Group Members suffered lost income during the period when their Affected Vehicle was required to be taken to a Dealer in response to the Tucson Recall Notice, the Genesis ~~2015~~2014 – 2017 Recall Notice, the Genesis 2018 Recall Notice, the Santa Fe Recall Notice, the ix35 Recall Notice ~~or~~, the ix35 (EL) Recall Notice, the August 2024 Recall Notice or the February 2025 Recall Notice.
 7. Some Group Members suffered damage to property (including real and personal property) as a result of engine compartment fires caused by the Defect.
 8. Some Group Members suffered loss of amenity, vexation, distress and disappointment.
 9. Further particulars of the extent of Group Member's loss and damage may be provided following discovery and expert evidence and prior to the trial.
64. The Plaintiff is an affected person within the meaning of s 271(1), s 271(5) and s 272(1) of the ACL, because she acquired the Plaintiff's Affected Vehicle as a consumer.
 65. Each Group Member is an affected person within the meaning of s 271(1), s 271(5) and s 272(1) of the ACL, because each Group Member acquired their Affected Vehicle:
 - (a) as a consumer; or
 - (b) from a person who acquired the vehicle as a consumer, but other than for the purpose of re-supply.
 66. The Plaintiff and Group Members have suffered loss or damage because of Hyundai's contraventions of ss 18, 29 and/or 33 of the ACL pleaded in paragraphs 55, 59 and 60above.

Particulars

- i. The Plaintiff suffered the following loss or damage:
 1. The difference between the price paid for the Plaintiff's Affected Vehicle and the true value of the vehicle as at 11 August 2014.

2. Excess GST and stamp duty paid in connection with the overpayment on the Plaintiff's Affected Vehicle above the true value of the vehicle described in 1 above.
 3. Damage to the Plaintiff's Affected Vehicle as a result of the fire not covered by motor vehicle insurance (being \$850 for the car insurance excess).
 4. Damage to the Plaintiff's property (including real and personal property) as a result of the fire not covered by insurance (the Plaintiff paid a home insurance excess of \$3,000).
 5. Loss of amenity, vexation, distress and disappointment.
 6. Further particulars of the extent of the Plaintiff's loss and damage may be provided following discovery and expert evidence and prior to the trial.
- ii. Insofar as Group Members are concerned:
1. Each Group Member suffered a loss equal to the difference between the price they paid for their Affected Vehicle and its true value at the time of supply.
 2. Each Group Member suffered excess GST and stamp duty paid in connection with the overpayment on their Affected Vehicle above the true value of the vehicle described in 1 above.
 3. Some Group Members suffered excess luxury car tax paid in connection with the overpayment on their Affected Vehicle above the true value of the vehicle described in 1 above.
 4. Some or all Group Members suffered excess financing costs paid in connection with the overpayment on their Affected Vehicle above the true value of the vehicle described in 1 above.
 5. Some or all Group Members who otherwise would not have acquired their Affected Vehicle had they been informed of the Defect incurred expenses (such as taxi fares or other transportation expenses) in connection with being required to take their Affected Vehicle to a Dealer in response to the Tucson Recall Notice, the Genesis ~~2015~~2014 – 2017 Recall Notice, the Genesis 2018 Recall Notice, the Santa Fe Recall Notice, the ix35 Recall Notice ~~or~~, the ix35 (EL) Recall Notice, the August 2024 Recall Notice or the February 2025 Recall Notice.

6. Some or all Group Members who otherwise would not have acquired their Affected Vehicle had they been informed of the Defect suffered lost income during the period when their Affected Vehicle was required to be taken to a Dealer in response to the Tucson Recall Notice, the Genesis ~~2015~~2014 – 2017 Recall Notice, the Genesis 2018 Recall Notice, the Santa Fe Recall Notice, the ix35 Recall Notice ~~or~~, the ix35 (EL) Recall Notice, the August 2024 Recall Notice or the February 2025 Recall Notice.
7. Some Group Members suffered damage to property as a result of engine compartment fires caused by the Defect.
8. Some Group Members suffered loss of amenity, vexation, distress and disappointment.
9. Further particulars of the extent of Group Member's loss and damage may be provided following discovery and expert evidence and prior to the trial.

K. RELIEF CLAIMED

67. The Plaintiff claims in her own right, and on behalf of Group Members, the following relief:
 - (a) damages pursuant to s 236(1) of the ACL for the loss or damage suffered because of Hyundai's contraventions of ss 18, 29 and/or 33 of the ACL by the Plaintiff, and by Group Members who acquired their Affected Vehicle within six years of the day on which this proceeding was commenced;
 - (b) damages pursuant to ss 271 and 272 of the ACL for the reduction in value of the Plaintiff's Affected Vehicle and each Group Member's Affected Vehicle resulting from the failure to comply with the guarantee of acceptable quality in s 54 of the ACL and/or the failure to comply with the guarantee as to express warranties in s 59 of the ACL, and the reasonably foreseeable loss or damage that she and Group Members suffered because of that failure;
 - (c) an award or awards of damages for Group Members:
 - (i) pursuant to s 33Z(1)(e) of the SC Act, being damages consisting of specified amounts or amounts worked out in such manner as the Court specifies for the reduction in value of all Affected Vehicles at the time of supply (or the difference between the price paid for all Affected Vehicles and their true value at the time of supply) and such reasonably foreseeable loss or damage suffered by Group Members that is amenable to determination on a common basis; or

- (ii) in the alternative, pursuant to s 33Z(1)(f) of the SC Act, being an award of damages in an aggregate amount for the reduction in value of all Affected Vehicles at the time of supply (or the difference between the price paid for all Affected Vehicles and their true value at the time of supply) and such reasonably foreseeable loss or damage suffered by Group Members that is amenable to determination on a common basis;
- (d) interest;
- (e) costs;
- (f) a group costs order pursuant to s 33ZDA(1) of the SC Act; and
- (g) such other order as the Court thinks fit.

L. COMMON QUESTIONS

68. The questions of law or fact common to the claims of Group members are:

- (a) Whether Affected Vehicles were equipped with, or were part of model lines equipped with, an ABS Module containing the Defect.
- (b) Whether Affected Vehicles equipped with an ABS Module containing the Defect had a propensity to experience one or more of the Defect Consequences during the Relevant Period.
- (c) Whether Hyundai made the Representations and/or Future Matters Representations during the Relevant Period.
- (d) Whether Hyundai failed to correct, qualify or relevantly disclaim the Representations and/or Future Matters Representations during the Relevant Period.
- (e) Whether Hyundai engaged in the Omissions Conduct during the Relevant Period.
- (f) Whether the Affected Vehicles failed to comply with the guarantee of acceptable quality within the meaning of s 54 of the ACL at the time they were supplied?
- (g) Whether the Representations and/or failure to correct, qualify or relevantly disclaim the Representations, individually and/or cumulatively, were misleading or deceptive conduct in contravention of s 18 of the ACL, or conduct liable to mislead the public in contravention of s 33 of the ACL.
- (h) Whether Hyundai lacked reasonable grounds for making the Future Matters Representations.
- (i) Whether the Future Matters Representations and/or failure to correct, qualify or relevantly disclaim the Future Matters Representations, individually and/or

cumulatively, were misleading or deceptive conduct in contravention of s 18 of the ACL, or conduct liable to mislead the public in contravention of s 33 of the ACL.

- (j) Whether the Representations and/or Future Matters Representations, individually and/or cumulatively, were false or misleading representations in contravention of s 29 of the ACL.
- (k) Whether the Omissions Conduct was misleading or deceptive conduct in contravention of s 18 of the ACL, or conduct liable to mislead the public in contravention of s 33 of the ACL.
- (l) Whether there was non-compliance with the guarantee as to Express Warranties under s 59 of the ACL in relation to the Affected Vehicles?
- (m) Whether there was a reduction in value of Affected Vehicles resulting from the failure to comply with the guarantee of acceptable quality, and if so, how much.
- (n) Whether Group Members suffered reasonably foreseeable loss or damage in the nature of excess GST and stamp duty because of the failure of Affected Vehicles to comply with the guarantee of acceptable quality, and if so, how much.
- (o) Whether Group Members are entitled to recover damages pursuant to ss 271 and 272 of the ACL for the amounts determined in (m) or (n).
- (p) Whether Hyundai's conduct or representations in contravention of ss 18, 29 and/or 33 of the ACL caused Group Members to suffer loss or damage in the nature of an overpayment for their Affected Vehicle, and excess GST and stamp referable to that overpayment, and if so, how much.
- (q) Whether Group Members are entitled to recover damages pursuant to s 236 of the ACL for the amounts determined in (p).
- (r) In respect of any damages pursuant to ss 236, 271 and/or 272 of the ACL to which Group Members are entitled, whether there should be:
 - (i) an award of damages for Group Members pursuant to s 33Z(1)(e) of the SC Act;
or
 - (ii) an award of damages in an aggregate amount pursuant to s 33Z(1)(f) of the SC Act.
- (s) If it is appropriate to award damages pursuant to either s 33Z(1)(e) or s 33Z(1)(f) of the SC Act, the appropriate form of the relief and the appropriate quantum of damages to be awarded.
- (t) Whether Group Members are entitled to recover interest on any damages amounts awarded, and if so, how much.

DATED: ~~23 March 2023~~ 22 December 2025

W A D EDWARDS SCKC

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