



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

No. S-ECI 2022 00313

Case: S-ECI 2022 00313
Filed on: 29/05/2025 02:29 PM

B E T W E E N

JAMES WILLIAM BUTTERWORTH ~~ADAM PETER ROWE~~

Plaintiff

-and-

TOYOTA MOTOR CORPORATION AUSTRALIA LIMITED ACN 009 686 097

First Defendant

TOYOTA JIDOSHA KABUSHIKI KAISHA

Second Defendant

REPLY TO DEFENCE TO FOURTH FURTHER AMENDED STATEMENT OF CLAIM

Date of Document:	23 June 2023 <u>29 May 2025</u>	Solicitors Code:	102650
Filed on behalf of:	The Plaintiff	DX:	28001 Warrnambool
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To the Defence to the Fourth Further Amended Statement of Claim of the Defendants dated 15 May 2025 ~~26 May 2023~~ (Defence), the Plaintiff says as follows:

1. Save where the Defence consists of admissions or as otherwise provided below, the Plaintiff joins issue with the whole of the Defence.

1A. As to the allegations in paragraph 2(c) of the Defence, the Plaintiff says that:

- (a) the limitation period applicable to the claims of any Group Member against TMC for damages or compensation under section 236 of the ACL expires 6 years after the date on which the Group Member suffered loss and damage because of TMC's conduct contravening a provision of Chapter 2 or 3 of ACL; and
- (b) it otherwise denies the allegations in paragraph 2(c) of the Defence.

1B. As to the allegations in paragraph 2(d) of the Defence, the Plaintiff says that:

- (a) the limitation period applicable to the claims of the Plaintiff and any Group Member against TMC for damages or compensation under section 271 and 272 of the ACL expires 3 years after the date on which the Plaintiff and the Group Member, respectively, first became aware, or ought reasonably to have become aware, that the consumer guarantee to which the action relates has not been complied with; and
- (b) it otherwise denies the allegations in paragraph 2(c) of the Defence.

1C. As to the allegations in paragraph 2(e) of the Defence, the Plaintiff says that:

- (a) the Second Further Amended Statement of Claim filed on 18 June 2024 did not add any new cause of action;
- (b) the limitation period applicable to the claims of any Group Member against TMCA for damages or compensation under section 236 of the ACL expires 6 years after the date on which the Group Member suffered loss and damage because of TMCA's conduct contravening a provision of Chapter 2 or 3 of ACL; and
- (c) it otherwise denies the allegations in paragraph 2(c) of the Defence.

2. The Plaintiff admits paragraphs 6(c), 7(b) and 8(b).

3. In respect of paragraph 27(b) of the Defence, the Plaintiff admits that neither the Plaintiff nor any Group Member has been charged with any offence by using the Affected Vehicles on Australian roads.

~~23 June 2023~~ 29 May 2025

G D DALTON

N MONCRIEF

K A LOXLEY

Maddens

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MADDENS LAWYERS

Solicitors for the Plaintiff