



Mercedes-Benz Class Action
Krisoula El-Helou v Mercedes-Benz Australia/Pacific Pty Ltd & Ors
FUNDING INFORMATION SUMMARY STATEMENT

Case: S ECI 2024 00234

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1. How is the Mercedes-Benz Class Action funded?

The Mercedes-Benz Class Action is being funded by a litigation funder, Woodsford Litigation Funding 29 LLP (company number OC444022) (**Woodsford**), a company registered in the United Kingdom.

2. What is the role of Woodsford and what are the basic terms of the Litigation Funding Agreement?

The lead plaintiff has entered into a litigation funding agreement with Woodsford (**Litigation Funding Agreement**), under which Woodsford agrees to pay a proportion of the legal costs and disbursements (for example, barristers' and experts' fees) to Piper Alderman on behalf of the lead plaintiff and group members, for the duration of the action. In addition, under the Litigation Funding Agreement, Woodsford has agreed to indemnify the lead plaintiff (and group members who participate) against liability for any adverse costs order made against them (in the event a successful outcome is not obtained) and to use reasonable endeavours to meet any requests by Mercedes-Benz for security for its costs.

Separate to that, the lead plaintiff has also entered into a fee agreement with Piper Alderman, pursuant to which Piper Alderman is entitled to charge a 25% uplift fee on its professional fees which are not paid or payable by Woodsford (**Held Back fees**), and to recover that uplift fee, together with the Held Back fees, from any resolution or judgment sum if a successful outcome is achieved.

3. What funding costs is Woodsford entitled to under the Litigation Funding Agreement if there is a successful outcome?

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

- the legal costs and disbursements it has paid during the course of the proceeding, including any adverse costs and security for costs and any upfront insurance premium relating to ATE insurance obtained; plus
- deferred and contingent ATE insurance premiums; plus
- a funding commission, being a percentage of any gross proceeds (that is, the amount of proceeds from settlement or judgment), to be set by the Court at the time of the successful outcome.

Before any amounts can be deducted from any recovery, the legal costs and disbursements and the funding commission must first be approved by the Court. It may be that, instead of a funding commission, the Court makes either a common fund order or a funding equalisation order. Those orders have the effect of ensuring that all group members are treated equally in terms of the amount deducted from their recovery for funding costs, regardless of whether they entered a Litigation Funding Agreement with Woodsford.

4. What happens if there is not a successful outcome?

If there is no successful outcome, the lead plaintiff (and group members) will not be asked to pay Piper Alderman's fees and disbursements or any of the other costs that may be incurred. Further, if

Mercedes-Benz pursues recovery of its legal costs from the lead plaintiff, Woodsford will pay such costs in accordance with the terms of the Litigation Funding Agreement. Group members cannot be pursued for costs by Mercedes-Benz as the *Supreme Court Act 1986* (Vic) prohibits orders for costs against group members unless a group member takes their own individual action.

5. Who can group members contact for further information about the funding of the class action?

For further information about the funding of the Mercedes-Benz Class Action and to register their interest, group members can visit <https://piperalderman.com.au/class-actions/mercedes-class-action/>