

**IMPORTANT NOTICE**  
**“SPRINGWOOD BUSHFIRE” CLASS ACTION**  
**NOTICE OF SETTLEMENT**

Persons who have suffered personal injury or loss of or damage to property or economic loss as a result of the Springwood Bushfire which started in Linksvie Road, Springwood on 17 October 2013 should **TAKE NOTICE** that a settlement of the class action on behalf of victims of the fire against **OSBORNE AVIATION SERVICES PTY LTD** has now been approved by the Supreme Court of New South Wales.

Please note that the settlement with Osborne Aviation Services Pty Ltd **does not** affect the class action against **ENDEAVOUR ENERGY**.

If you are, or think that you might be a person who has suffered injury, loss and / or damage as set out above, you should **READ THIS NOTICE CAREFULLY**, as the matters set out below may affect your legal rights. Any questions that you have concerning the matters contained in this notice should not be directed to the Court.

**What is the Springwood Bushfire Class action?**

The Springwood Bushfire Class Action was commenced in 2014. It relates to a bushfire that started in Springwood on 17 October 2013 (**Springwood Bushfire**). The trial of the class action commenced on 17 February 2016.

The plaintiff in the class action is Sean Johnston, who lost his home in the Springwood Bushfire. He is suing *Endeavour Energy (ABN 59 053 130 878)* and *Osborne Aviation Services Pty Ltd (ABN 24 072 380 226)*. Mr Johnston has brought the action on his own behalf, and on behalf of all other persons who suffered injury and/or loss and damage in connection with the Springwood Bushfire. Those persons are called “**group members**” in the class action.

Mr Johnston alleges that Endeavour Energy and Osborne Aviation Services Pty Ltd were responsible for the events that led to the bushfire and are liable for his loss and damage arising from the fire. Mr Johnston claims compensation, for himself and on behalf of the group members.

The claims made by Mr Johnston are set out in the “Third Further Amended Statement of Claim” which has been filed in the Court. Each defendant denies that it is liable to Mr Johnston or to the group members. The defendants have filed “defences” which set out the grounds on which they dispute Mr Johnston’s claims.

Copies of the Third Further Amended Statement of Claim and each defendant's Defence may be inspected on the website of the plaintiff's solicitors, Maddens Lawyers. The website address is <http://maddenslawyers.com.au/class-actions/2013-springwood-winmalee-fire/legal-documents>.

### **Settlement of the class action against Osborne Aviation Services Pty Ltd**

Mr Johnston and Osborne Aviation Services Pty Ltd have reached an agreement upon terms for the settlement of the class action against Osborne Aviation Services Pty Ltd. The terms of the settlement of the proceeding are set out in a Deed of Settlement that has been signed on behalf of Mr Johnston and Osborne Aviation Services Pty Ltd (**Deed**).

In summary, the Deed sets out the following terms:

1. that Mr Johnston will discontinue his claim against Osborne Aviation Services Pty Ltd;
2. that there will be no Orders made as to costs against any of Mr Johnston, the group members or Osborne Aviation Services Pty Ltd; and
3. an acknowledgement that, upon the Supreme Court approving the settlement, Endeavour Energy will discontinue its claims in the Springwood Bushfire Class Action that the loss and damage of Mr Johnston and the group members was caused by the conduct of Osborne Aviation Services Pty Ltd.

Because of the Supreme Court's rules for class actions, the settlement agreement between Mr Johnston and Osborne Aviation Services Pty Ltd was conditional upon approved being obtained from the Supreme Court. On 29 February 2016 the Supreme Court granted its approval.

The grant of Court approval for the Settlement Agreement means that:

- A. the Deed becomes binding on all persons who fit the definition of "group members" above;
- B. the group members forgo their right to claim compensation from Osborne Aviation Services Pty Ltd in respect of the matters covered by the Springwood Bushfire class action.

### **Will group members be liable for legal costs under the Deed?**

Group members are not liable for any legal costs under the Deed.

### **What group members must do**

If you fit the definition of a group member you are covered by the Deed and you are not required to take any action as a result of the Deed. The trial of the plaintiff's action against Endeavour Energy commenced on 17 February 2016, and will

continue until such time as judgment is handed down by the Court or a settlement agreement is entered with Endeavour Energy and approved by the Court.

**Addresses for questions**

If you have any questions about the settlement or this notice, you can contact Maddens Lawyers at any time, or seek your own independent legal advice.

**Maddens Lawyers**

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Springwood Bushfire Class Action

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