



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

Case: S ECI 2020 02946  
No. S ECI 2020 02946  
Filed on: 21/12/2020 03:55 PM

**B E T W E E N**

**ALANNAH FOX**

First Plaintiff

**BRIDGET NASTASI**

Second Plaintiff

**-and-**

**WESTPAC BANKING CORPORATION (ACN 007 457 141)**

First Defendant

**ST GEORGE FINANCE LIMITED (ACN 001 094 471)**

Second Defendant

**REPLY**

---

Date of Document:	21 December 2020	Solicitors Code:	564
Filed on behalf of:	The Second Plaintiff	DX:	N/A
Prepared by:	Maurice Blackburn Lawyers	Telephone:	(03) 9605 2700
	21, 380 La Trobe Street	Ref:	3052919
	Melbourne Victoria 3000	Email:	AWatson@mauriceblackburn.com.au

---

As to the Defence of the Second Defendant dated 20 November 2020, the Second Plaintiff joins issue with the whole of the defence and says further:

1. as to paragraphs 7(a)(i), 10(c), 21(b)(iv), 40A(a) and 106(c):
  - (a) at all material times the Car Loan Process was part of a staged sales process whereby:
    - (i) the Second Plaintiff and Group Members selected the automobile;
    - (ii) the Second Plaintiff and Group Members and the Dealer negotiated the price of the automobile, any extras to be purchased, and the value of any trade-in;

- (iii) the Dealer sold the automobile to the Second Plaintiff and Group Members;
  - (iv) any negotiation between the Dealer Business Manager and the Second Plaintiff and Group Members on the terms of the Car Loan did not commence until after step (ii) or, alternatively, step (iii) above;
  - (v) Car Loan Offers were not submitted by the Dealer Business Manager to the Second Defendant until after the Second Plaintiff and Group Members had agreed to the terms of the Car Loan and had signed the Car Loan Offer;
  - (vi) from the Second Plaintiff's and Group Members' perspective, the Dealer Business Manager was in complete control of the Car Loan negotiation with the Second Defendant;
- (b) the effect of the staged sales process pleaded in subparagraph (a) above was that:
- (i) the Dealers sold the automobile and the Car Loan to the Second Plaintiff and Group Members as a package;
  - (ii) once the staged sales process was underway, the Second Plaintiff's and Group Members' ability to "shop around" or "negotiate" the Car Loan was limited or precluded; further, or alternatively
  - (iii) the Second Plaintiff and Group Members were unable in a practical sense to take out a Car Loan with a credit provider other than the one that was proffered and recommended by the Dealer Business Manager.

Dated: 21 December 2020

J STOLJAR

D J FAHEY

*Maurice Blackburn Lawyers*

.....  
**Maurice Blackburn Lawyers**  
Solicitors for the Plaintiffs