



**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 03:52 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 First Plaintiff | DX: | N/A |
| Prepared by: | Maurice Blackburn Lawyers 21, 380 La Trobe Street Melbourne Victoria 3000 | Telephone: | (03) 9605 2700 |
| | | Ref: | 3052919 |
| | | Email: | AWatson@mauriceblackburn.com.au |

As to the Defence of the First Defendant dated 20 November 2020, the First 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), 58(d) and 88A(a):
 - (a) at all material times the Car Loan Process was part of a staged sales process whereby:
 - (i) the First Plaintiff and Group Members selected the automobile;
 - (ii) the First 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 First Plaintiff and Group Members;

- (iv) any negotiation between the Dealer Business Manager and the First 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 First Defendant until after the First Plaintiff and Group Members had agreed to the terms of the Car Loan and had signed the Car Loan Offer;
 - (vi) from the First Plaintiff's Group Members' perspective, the Dealer Business Manager was in complete control of the Car Loan negotiation with the First 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 First Plaintiff and Group Members as a package;
 - (ii) once the staged sales process was underway, the First Plaintiff's and Group Members' ability to "shop around" or "negotiate" the Car Loan was limited or precluded; further, or alternatively
 - (iii) the 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

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Maurice Blackburn Lawyers
Solicitors for the Plaintiffs