



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: 10/09/2024 01:48 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

AMENDED REPLY

Pursuant to order 4 made by Dixon J on 30 August 2024

Date of Document:	<u>16 September 2024</u>	Solicitors Code:	564
	21 December 2020	DX:	N/A
Filed on behalf of:	The Second Plaintiff	Telephone:	(03) 9605 2700
Prepared by:	Maurice Blackburn Lawyers	Ref:	3052919
	21, 380 La Trobe Street	Email:	AWatson@mauriceblackburn.com.au
	Melbourne Victoria 3000		RRyan@mauriceblackburn.com.au

As to the Defence to Amended Statement of Claim of the Second Defendant dated 11 September 2024~~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.

2. As to paragraph 49E(a), in respect of any Group Member whose cause of action:

(a) is governed by the law of New South Wales, Victoria, Queensland, Tasmania or the Australian Capital Territory and accrued more than six years prior to the commencement of this proceeding; or

(b) is governed by the law of the Northern Territory and accrued more than three years prior to the commencement of this proceeding.

the limitation period applicable to the action for relief from the consequences of mistake is postponed until the Group Member first discovered the mistake/s, or could with reasonable diligence have discovered the mistake/s, in accordance with the following (as applicable):

(c) section 56(1) of the *Limitation Act 1969* (NSW);

(d) section 27(c) of the *Limitation of Actions Act 1958* (Vic);

(e) section 38(1)(c) of the *Limitation of Actions Act 1974* (Qld);

(f) section 32(1)(c) of the *Limitation Act 1974* (Tas);

(g) section 34(1) of the *Limitation Act 1985* (ACT);

(h) section 43(1) of the *Limitation Act 1981* (NT).

Dated: 24 December 2020 16 September 2024

J STOLJAR

D J FAHEY

L COLEMAN

S HOGAN

Maurice Blackburn Lawyers

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Maurice Blackburn Lawyers
Solicitors for the Plaintiffs