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File Title: ROSHANPAL SINGH & ORS v KENTUCKY FRIED CHICKEN PTY LTD
ACN 000 587 780 & ORS
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

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DRAFT

Form 33
Rule 16.32

Amended Defence of the Twelfth, Thirteenth, Fourteenth, Fifteenth and Seventy-Fourth Respondents

Federal Court of Australia
District Registry: Victoria
Division: Fair Work

No. VID 887 / 2023

ROSHANPAL SINGH and others

Applicants

KENTUCKY FRIED CHICKEN PTY LTD (ACN 000 587 780) and others

Respondents

In answer to the Amended Consolidated Statement of Claim (**ASOC**) filed by the Applicants on ~~10 May~~ 29 July 2024, the Twelfth, Thirteenth, Fourteenth, Fifteenth and Seventy-Fourth Respondents (together the **Collins Respondents**) plead as follows.

In this Defence:

- defined terms used in the ASOC are used for ease of reference only and without any admission as to the accuracy of the term or its definition in the ASOC; and
- headings used in the ASOC are reproduced for ease of reference only and without any admission as to their accuracy.

A PRELIMINARY

The Applicants

1. The Collins Respondents do not know and therefore cannot admit paragraph 1.

3449-4113-8990v5 Filed on behalf of (name & role of party) Twelfth, Thirteenth, Fourteenth, Fifteenth and Seventy-Fourth Respondents

Prepared by (name of person/lawyer) Brad Woodhouse; Philippa Munton

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[Form approved 01/08/2011]

2. The Collins Respondents do not know and therefore cannot admit paragraph 2.
3. The Collins Respondents admit paragraph 3.
4. As to paragraph 4, the Collins Respondents:
 - (a) do not know and therefore cannot admit sub-paragraph 4(a);
 - (b) do not know and therefore cannot admit sub-paragraph 4(b);
 - (c) as to sub-paragraph 4(c):
 - (i) say that in the period 11 August 2018 to 28 April 2021, Mr Westgarth was an employee of Collins Restaurants South;
 - (ii) say that during that period, Mr Westgarth performed work as a team member at the Noarlunga Store;
 - (iii) say that up to 28 April 2020, the *KFC National Enterprise Agreement 2009 (2009 Agreement)* applied to Mr Westgarth's employment;
 - (iv) say that from 29 April 2020, the *KFC National Enterprise Agreement 2020 (2020 Agreement)* applied to Mr Westgarth's employment; and
 - (v) otherwise deny sub-paragraph 4(c); and
 - (d) admit sub-paragraph 4(d).
5. The Collins Respondents do not know and therefore cannot admit paragraph 5.
6. The Collins Respondents do not know and therefore cannot admit paragraph 6.
7. As to paragraph 7, except to say that Ms Bennett-Naimo was employed by Collins Restaurants Management in the period from 19 September 2019 to 11 February 2020, the Collins Respondents otherwise admit paragraph 7 and say further that in that period the Kangaroo Point Store was subject to a Franchise Agreement between KFCPL and the Seventy-Fourth Respondent (**Collins Restaurants Queensland**).
8. The Collins Respondents do not know and therefore cannot admit paragraph 8.

9. As to paragraph 9, except to say that Mr Ward was employed by Collins Restaurants West in the period from 16 January 2019 until 16 December 2023, and that the KFC Employees WA, SDA Enterprise Agreement 2009 (Collins 2009 WA Agreement) 2009 ~~Agreement~~ and not the *Fast Food Industry Award 2010* applied to Mr Ward's employment up to 28 April 2020, the Collins Respondents otherwise admit paragraph 9.
10. The Collins Respondents do not know and therefore cannot admit paragraph 10.
11. As to paragraph 11, the Collins Respondents:
- (a) say that Mr Cornford commenced employment with Collins Restaurants Management on 17 October 2015;
 - (b) say Mr Cornford worked as a team member at the Cranbrook Store until his appointment as a Full Time Trainee Manager on 18 November 2019;
 - (c) say that from 18 November 2019 until 19 April 2020, Mr Cornford worked as a Full Time Trainee Manager and Assistant Manager at the Cranbrook Store;
 - (d) say that, during the periods of employment referred to in sub-paragraphs (a) to (c) above, the Cranbrook Store was subject to a Franchise Agreement between KFCPL and Collins Restaurants Queensland;
 - (e) admit that, during the periods of employment referred to in sub-paragraphs (a) to (c) above, Mr Cornford was a national system employee;
 - (f) say that up to 17 November 2019, the *KFC Team Members' Enterprise Agreement – Queensland and Tweed Heads (NSW) 2014 – 2017 (Collins Foods Agreement)* applied to Mr Cornford's employment;
 - (g) say that from 18 November 2019, the KFC Managers Employee Collective Agreement 2009 – 2014 (Collins Managers Agreement) ~~Fast Food Industry Award 2010~~ applied to ~~DM~~Mr Cornford's employment; and
 - (h) otherwise deny paragraph 11.
12. As to paragraph 12, the Collins Respondents:

~~(a) say that the purported group definition in paragraph 12, and the corresponding definition in the Consolidated Originating Application dated 10 May 2024 (**Consolidated Originating Application**), do not comply with s 33H(1)(a) of the *Federal Court of Australia Act 1976* (Cth) (**Federal Court Act**) because they are ambulatory, and accordingly the SOC is liable to be struck out and the proceeding is liable to be dismissed for non-compliance with s 33H(1)(a); and~~

~~(b) under cover of that objection:~~

- ~~(i) admit that the Applicants purport to bring this proceeding pursuant to Part IVA of the Federal Court Act on their own behalf and on behalf of the persons described in paragraph 12;~~
- ~~(ii) say that, in this Defence, they use the term Group Member as it is defined in that paragraph, without any admission as to the accuracy of that definition or its compliance with s 33H(1)(a);~~
- ~~(iii) rely on the pleadings below in relation to the allegations referred to in paragraph 12 but reserve the right to make further pleas by way of defence to allegations concerning Group Members other than the Applicants if and when those allegations are properly pleaded and particularised by the Applicants in due course; and~~
- ~~(iv) otherwise do not know and therefore cannot admit paragraph 12.~~

13. The Collins Respondents do not know and therefore cannot admit paragraph 13.

The Respondents

14. As to paragraph 14, the Collins Respondents:

- (a) say that each of the Collins Respondents is a body corporate capable of being sued;
- (b) say that each of the Collins Respondents is a national system employer within the meaning of s 14 of the FW Act; and
- (c) otherwise do not know and therefore cannot admit paragraph 14.

15. As to paragraph 15, the Collins Respondents:

- (a) do not know and therefore cannot admit sub-paragraph (a);
 - (b) do not know and therefore cannot admit sub-paragraph (b);
 - (c) admit sub-paragraph (c); and
 - (d) admit sub-paragraph (d).
16. As to paragraph 16, the Collins Respondents:
- (a) admit that Collins Restaurants NSW, Collins Restaurants South, Collins Restaurants West and Collins Restaurants Queensland entered into Franchise Agreements with KFCPL pursuant to which KFCPL was the franchisor and each of Collins Restaurants NSW, Collins Restaurants South, Collins Restaurants West and Collins Restaurants Queensland was a franchisee and was authorised to operate a KFC-branded store in accordance with the terms of the relevant Franchise Agreement;
 - (b) say that Collins Restaurants Management was not a party to a written franchise agreement with KFCPL but refer to and repeat paragraphs 7 and 11(d) above; and
 - (c) otherwise do not know and therefore cannot admit paragraph 16.
17. As to paragraph 17, the Collins Respondents:
- (a) repeat sub-paragraph 16(b) of this defence;
 - (b) admit that each Franchise Agreement to which Collins Restaurants NSW, Collins Restaurants South, Collins Restaurants West and Collins Restaurants Queensland was a party formed part of a franchise within the meaning of s 9 of the *Corporations Act 2001* (Cth); and
 - (c) otherwise do not know and therefore cannot admit paragraph 17.

B. INDUSTRIAL INSTRUMENTS

2009 Agreement

18. The Collins Respondents admit paragraph 18.
19. The Collins Respondents admit paragraph 19.

20. The Collins Respondents admit paragraph 20.
21. As to paragraph 21, the Collins Respondents:
- (a) say that the 2009 Agreement covered Employees (as defined in the 2009 Agreement) employed by Collins Restaurants South ~~and Collins Restaurants West~~, but not the other Collins Respondents;
 - (b) otherwise do not know and therefore cannot not admit paragraph 21.
22. As to paragraph 22, the Collins Respondents:
- (a) say that the Award did not apply to an employee in relation to particular employment where the 2009 Agreement applied to that employee in relation to that employment (s 57(1) of the FW Act);
 - (b) say that where that was the case, the Award did not apply to any Respondent in relation to the employee; and
 - (c) otherwise deny paragraph 22.
23. As to paragraph 23, the Collins Respondents:
- (a) say that the 2009 Agreement applied to Collins Restaurants South ~~and Collins Restaurants West~~, but not to the other Collins Respondents; and
 - (b) otherwise do not know and therefore cannot admit paragraph 23.
24. As to paragraph 24, the Collins Respondents:
- (a) say that the 2009 Agreement provided that:
 - (i) each employee who worked more than 4 hours continuously on any day shall be allowed a paid rest pause of 10 minutes, and the timing of this break shall be arranged by the employer when convenient for it to be taken (clause 11.1);
 - (ii) an additional 10 minutes rest pause shall be provided when an employee works more than 8 hours on any one shift (clause 11.2);
 - (b) rely on the terms of the 2009 Agreement for their full force and effect; and

(c) otherwise deny paragraph 24.

25. The Collins Respondents admit paragraph 25.

2010 Agreement

26. The Collins Respondents admit paragraph 26.

27. The Collins Respondents admit paragraph 27.

28. The Collins Respondents admit paragraph 28.

29. As to paragraph 29, the Collins Respondents:

(a) say that the 2010 Agreement covered Employees (as defined in the 2010 Agreement) employed by franchisees and their associated companies listed in Schedule A to the 2010 Agreement, which did not include any of the Collins Respondents; and

(b) otherwise do not know and therefore cannot admit paragraph 29.

30. As to paragraph 30, the Collins Respondents:

(a) say that the Award did not apply to an employee in relation to particular employment where the 2010 Agreement applied to that employee in relation to that employment (s 57(1) of the FW Act);

(b) say that where that was the case, the Award did not apply to any Respondent in relation to the employee; and

(c) otherwise deny paragraph 30.

31. As to paragraph 31, the Collins Respondents:

(a) say that the 2010 Agreement applied to franchisees and their associated companies listed in Schedule A to the 2010 Agreement, which did not include any of the Collins Respondents; and

(b) otherwise does not know and therefore cannot admit paragraph 31.

32. As to paragraph 32, the Collins Respondents:
- (a) say that the 2010 Agreement provided that:
 - (i) each employee who worked more than 4 hours continuously on any day shall be allowed a paid rest pause of 10 minutes, and the timing of this break shall be arranged by the employer when convenient for it to be taken (clause 11.1);
 - (ii) an additional 10 minutes rest pause shall be provided when an employee works more than 8 hours on any one shift (clause 11.2);
 - (b) rely on the terms of the 2010 Agreement for their full force and effect; and
 - (c) otherwise deny paragraph 32.
33. The Collins Respondents do not know and therefore cannot admit paragraph 33.

Collins Foods Agreement

34. The Collins Respondents admit paragraph 34.
35. The Collins Respondents admit paragraph 35.
36. The Collins Respondents admit paragraph 36.
37. As to paragraph 37, the Collins Respondents:
- (a) say that the Collins Foods Agreement applied to Team Members as defined in the Collins Foods Agreement employed by Collins Restaurants Management and Collins Restaurants NSW in their KFC Operations in Queensland and New South Wales;
 - (b) say that the Collins Foods Agreement did not apply to any employee who was appointed as a trainee manager; assistant manager or restaurant general manager or who had the right to hire and fire and/or acted in any way in a managerial role; and
 - (c) otherwise deny paragraph 37.
38. As to paragraph 38, the Collins Respondents:

- (a) say that the Collins Foods Agreement applied to Collins Restaurants Management and Collins Restaurants NSW;
 - (b) rely on the terms of the Collins Foods Agreement for their full force and effect; and
 - (c) otherwise deny paragraph 38.
39. As to paragraph 39, the Collins Respondents:
- (a) say that the Collins Foods Agreement provided that:
 - (i) part-time and casual employees covered by the Collins Foods Agreement who worked a minimum of four consecutive ordinary hours but less than 7.6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration (clause 10.4.2);
 - (ii) part-time and casual employees covered by the Collins Foods Agreement who worked a minimum of 7.6 consecutive ordinary hours excluding the meal break to which such employees were entitled shall receive a rest pause of 10 minutes' duration in the first half and second half of the period worked (clause 10.4.2);
 - (b) rely on the terms of the Collins Foods Agreement for their full force and effect; and
 - (c) otherwise deny paragraph 39.
40. The Collins Respondents admit paragraph 40.
- 2020 Agreement**
41. The Collins Respondents admit paragraph 41.
42. The Collins Respondents admit paragraph 42.
43. The Collins Respondents admit paragraph 43.
44. As to paragraph 44, the Collins Respondents:
- (a) say that the 2020 Agreement covered and covers Employees as defined in the 2020 Agreement;

- (b) say that the 2020 Agreement did not apply to employees classified as managers, trainee managers, cadet managers or employees in any other managerial position; and
 - (c) otherwise deny paragraph 44.
- 45. As to paragraph 45, the Collins Respondents:
 - (a) say that the Award did not and does not apply to an employee in relation to particular employment where the 2020 Agreement applied or applies to that employee in relation to that employment (s 57(1) of the FW Act);
 - (b) say that where that was (or is) the case, the Award did not (and does not) apply to any Respondent in relation to the employee; and
 - (c) otherwise deny paragraph 45.
- 46. As to paragraph 46, the Collins Respondents:
 - (a) admit sub-paragraphs (d), (e) and (f); and
 - (b) otherwise do not know and therefore cannot admit paragraph 46.
- 47. As to paragraph 47, the Collins Respondents:
 - (a) say that the 2020 Agreement provided that:
 - (i) each employee to whom the 2020 Agreement applied who worked 4 hours or more continuously on any day shall be allowed a paid rest pause of 10 minutes, and the timing of this break shall be arranged by the employer when convenient for it to be taken (clause 12.1); and
 - (ii) an additional 10 minutes rest pause shall be provided when an employee to whom the 2020 Agreement applied worked more than 8 hours on any one shift;
 - (b) rely on the terms of the 2020 Agreement for their full force and effect; and
 - (c) otherwise deny paragraph 47.

Fast Food Industry Award

48. The Collins Respondents admit paragraph 48.

49. As to paragraph 49, the Collins Respondents:

(a) say that at all material times:

(i) the Award covered them; and

(ii) during the Claim Periods, the Award applied to them in relation to the employment of each employee covered by the Award, except when the 2009 Agreement, 2020 Agreement, ~~or the Collins Foods Agreement~~, the Collins Managers Agreement, or the Collins 2009 WA Agreement applied to that employee (s 57 of the FW Act);

(b) otherwise deny paragraph 49.

50. The Collins Respondents admit paragraph 50.

51. The Collins Respondents deny paragraph 51.

52. The Collins Respondents admit paragraph 52.

53. As to paragraph 53, the Collins Respondents:

(a) say that the Award provided and provides that:

(i) an employee to whom the Award applied was entitled to one 10 minute paid rest break if the employee worked a shift of 4 hours or more but less than 5 hours; and

(ii) an employee to whom the Award applied was entitled to one 10 minute paid rest break in addition to a meal break if the employee worked a shift of 5 hours or more but less than 9 hours;

(clause 27.1 of the Fast Food Industry Award 2010 and clause 14.1 of the Fast Food Industry Award 2020)

(b) rely on the terms of the Award for their full force and effect; and

- (c) otherwise deny paragraph 53.
54. As to paragraph 54, the Collins Respondents:
- (a) say that from 1 January 2010 to 27 July 2022, the Award provided that:
 - (i) an employee to whom the Award applied was entitled to two 10 minute rest breaks if the employee worked a shift of 9 hours or more and only one meal break was provided, with the first rest break to be provided in the first half of the shift and the second break to be provided in the second half of the shift; and
 - (ii) an employee to whom the Award applied was entitled to one 10 minute rest break if the employee worked a shift of 9 hours or more and the employee was given two meal breaks;

(clause 27.1 of the Fast Food Industry Award 2010)
 - (b) rely on the terms of the Award for their full force and effect; and
 - (c) otherwise deny paragraph 54.
55. As to paragraph 55, the Collins Respondents:
- (a) say that from 28 July 2022, the Award provided and provides that:
 - (i) an employee to whom the Award applied was entitled to two 10 minute rest breaks if the employee worked a shift of 9 hours or more and only one meal break was provided, with the first rest break to be provided in the first half of the shift and the second break to be provided in the second half of the shift; and
 - (ii) an employee to whom the Award applied was entitled to one 10 minute rest break if the employee worked a shift of 9 hours or more and the employee was given two meal breaks;

(clause 14.1 of the Fast Food Industry Award 2020)
 - (b) rely on the terms of the Award for their full force and effect; and

- (c) otherwise deny paragraph 55.

Effect of industrial instruments

56. As to paragraph 56, the Collins Respondents:

- (a) refer to and repeat paragraphs 24, 32, 39, 47, 53, 54 and 55 herein;
- (b) say that on its proper construction, the clause regarding rest pauses or rest breaks in each of the 2009 Agreement, the 2010 Agreement, the Collins Foods Agreement, the 2020 Agreement and the Award:
 - (i) where the pre-conditions in the clause were met, allowed an employee to take a paid rest pause or break not exceeding 10 minutes (**Rest Pause**);
 - (ii) did not require the Rest Pause to be taken in a single continuous period, or at all; and
 - (iii) did not require the employer to ensure that any employee in fact took any Rest Pause (including by rostering or directing any Rest Pause);
- (c) admit that each Rest Pause was to be paid (in the sense alleged in sub-paragraph 56(d)); and
- (d) otherwise deny paragraph 56.

57. As to paragraph 57, the Collins Respondents refer to and repeat paragraph 56 herein and otherwise deny paragraph 57.

C. KFCPL OPERATED RESTAURANT CONTRAVENTIONS

58. The Collins Respondents do not know and therefore cannot admit paragraph 58.

59. The Collins Respondents do not know and therefore cannot admit paragraph 59.

60. The Collins Respondents do not know and therefore cannot admit paragraph 60.

61. The Collins Respondents do not know and therefore cannot admit paragraph 61.

D. FRANCHISEE CONTRAVENTIONS**RG Restaurants**

62. The Collins Respondents do not know and therefore cannot admit paragraph 62.

63. The Collins Respondents do not know and therefore cannot admit paragraph 63.

64. The Collins Respondents do not know and therefore cannot admit paragraph 64.

65. The Collins Respondents do not know and therefore cannot admit paragraph 65.

Southern Restaurants

66. The Collins Respondents do not know and therefore cannot admit paragraph 66.

67. The Collins Respondents do not know and therefore cannot admit paragraph 67.

68. The Collins Respondents do not know and therefore cannot admit paragraph 68.

69. The Collins Respondents do not know and therefore cannot admit paragraph 69.

Collins Restaurants South

70. As to paragraph 70, the Collins Respondents:

- (a) refer to and repeat paragraphs 4, 24, 47, 53, 54, 55 and 56 above;
- (b) rely on the provisions of the Award, the 2009 Agreement and the 2020 Agreement for their full force and effect; and
- (c) otherwise deny paragraph 70.

71. The Collins Respondents deny paragraph 71.

72. The Collins Respondents deny paragraph 72.

73. The Collins Respondents deny paragraph 73 and say further that if (contrary to the foregoing) the Court concludes the Rest Break clauses were contravened, and it is appropriate to make an order for compensation (which is denied) then, in exercising the power to make an order under section 545 of the FW Act, the Court should, in assessing

any loss alleged, bring to account, set off or have regard to the value of any breaks received by Mr Westgarth and any Group Members who were employed by Collins Restaurants South.

Collins Restaurants Management

74. As to paragraph 74, the Collins Respondents:

(a) refer to and repeat paragraphs 7, 11, 39, 53, 54, 55 and 56 above;

(aa) say that Ms Bennett-Naimo and Mr Cornford were not covered by the Award at any point during their employment for the reasons pleaded in paragraphs 7 and 11 of this defence;

(b) rely on the provisions of the Award, ~~and~~ the Collins Foods Agreement and the Collins Managers Agreement for their full force and effect; and

(c) otherwise deny paragraph 74.

75. The Collins Respondents deny paragraph 75.

76. The Collins Respondents deny paragraph 76.

77. The Collins Respondents deny paragraph 77 and say further that if (contrary to the foregoing) the Court concludes the Rest Break clauses were contravened, and it is appropriate to make an order for compensation (which is denied) then, in exercising the power to make an order under section 545 of the FW Act, the Court should, in assessing any loss alleged, bring to account, set off or have regard to the value of any breaks received by Ms Bennett-Naimo, Mr Cornford and any Group Members who were employed by Collins Restaurants Management.

QSR

78. The Collins Respondents do not know and therefore cannot admit paragraph 78.

79. The Collins Respondents do not know and therefore cannot admit paragraph 79.

80. The Collins Respondents do not know and therefore cannot admit paragraph 80.

81. The Collins Respondents do not know and therefore cannot admit paragraph 81.

Pansummit

82. The Collins Respondents do not know and therefore cannot admit paragraph 82.
83. The Collins Respondents do not know and therefore cannot admit paragraph 83.
84. The Collins Respondents do not know and therefore cannot admit paragraph 84.
85. The Collins Respondents do not know and therefore cannot admit paragraph 85.

Collins Restaurants West

86. As to paragraph 86, the Collins Respondents:
- (a) refer to and repeat paragraphs 9, 24, 47, 53, 54, 55 and 56 above;
 - (aa) say that Mr Ward was not covered by the Award or the 2009 Agreement at any point during his employment for the reasons pleaded at paragraph 9 of this defence;
 - (b) rely on the provisions of the Award, the 2009 Agreement, the Collins 2009 WA Agreement and the 2020 Agreement for their full force and effect; and
 - (c) otherwise deny paragraph 86.
87. The Collins Respondents deny paragraph 87.
88. The Collins Respondents deny paragraph 88.
89. The Collins Respondents deny paragraph 89 and say further that if (contrary to the foregoing) the Court concludes the Rest Break clauses were contravened, and it is appropriate to make an order for compensation (which is denied) then, in exercising the power to make an order under section 545 of the FW Act, the Court should, in assessing any loss alleged, bring to account, set off or have regard to the value of any breaks received by Mr Ward and any Group Members who were employed by Collins Restaurants West.

All Other Franchisees

90. As to paragraph 90, the Collins Respondents:

- (a) to the extent that the paragraph relates to Collins Restaurants NSW and Collins Restaurants Queensland:
 - (i) refer to and repeat paragraphs 39, 47, 53, 54, 55 and 56 above;
 - (ii) rely on the provisions of the Award, the Collins Foods Agreement and the 2020 Agreement for their full force and effect; and
 - (iii) otherwise deny the paragraph; and
 - (b) to the extent that the paragraph relates to the Other Respondents except Collins Restaurants NSW and Collins Restaurants Queensland, do not know and therefore cannot admit the paragraph.
91. As to paragraph 91:
- (a) to the extent that the paragraph relates to Collins Restaurants NSW and Collins Restaurants Queensland, deny the paragraph; and
 - (b) to the extent that the paragraph relates to the Other Respondents except Collins Restaurants NSW and Collins Restaurants Queensland, do not know and therefore cannot admit the paragraph.
92. As to paragraph 92:
- (a) to the extent that the paragraph relates to Collins Restaurants NSW and Collins Restaurants Queensland, deny the paragraph; and
 - (b) to the extent that the paragraph relates to the Other Respondents except Collins Restaurants NSW and Collins Restaurants Queensland, do not know and therefore cannot admit the paragraph.
93. As to paragraph 93:
- (a) to the extent that the paragraph relates to Collins Restaurants NSW and Collins Restaurants Queensland, deny the paragraph; and

- (b) to the extent that the paragraph relates to the Other Respondents except Collins Restaurants NSW and Collins Restaurants Queensland, do not know and therefore cannot admit the paragraph.

94. As to paragraph 94, the Collins Respondents:

- (a) refer to and repeat paragraphs 16, 17, 72, 76, 88 and 92 above;
- (b) say if (which is denied) there were any contraventions by the Collins Respondents admit that those were contraventions in their capacity as a franchisee entity of KFCPL; and
- (c) otherwise do not know and therefore cannot admit paragraph 94.

E. FRANCHISOR 558B CONTRAVENTIONS

The KFC System

95. The Collins Respondents do not plead to paragraphs 95 to 129 because those paragraphs do not make allegations against them.

96. 129. [Not used]

F. RELIEF

130. As to paragraph 130, the Collins Respondents:

- (a) deny that the Applicants are entitled to the relief claimed, or to any other relief;
- (b) say for the avoidance of doubt:
 - (i) by operation of section 544 of the FW Act, the Applicants may only apply for an order under Part 4-1 Division 2 of the FW Act in relation to any contravention (which is denied) within 6 years after the day on which the contravention occurred; and
 - (ii) by operation of section 545(5) of the FW Act, the Court must not make an order under section 544 in relation to any underpayment (which is denied) that relates to a period that is more than 6 years before the proceedings concerned commenced.

This amended pleading was settled by Jonathan Kirkwood SC and Franceska Leoncio of counsel.

Date: ~~5 July 2024~~ 13 January 2025

A handwritten signature in blue ink, appearing to read 'Brad Woodhouse', is written over a horizontal dotted line.

Signed by Brad Woodhouse

CORRS CHAMBERS WESTGARTH

Lawyers for Twelfth, Thirteenth, Fourteenth, Fifteenth and Seventy-Fourth Respondents

Certificate of lawyer

I Brad Woodhouse certify to the Court that, in relation to the defence filed on behalf of the Twelfth, Thirteenth, Fourteenth, Fifteenth and Seventy-Fourth Respondents, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: ~~5 July 2024~~ 13 January 2025



Signed by Brad Woodhouse

CORRS CHAMBERS WESTGARTH

Lawyer for the Twelfth, Thirteenth,
Fourteenth, Fifteenth and Seventy-Fourth
Respondents