

NOTICE OF FILING

Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 29/07/2024 4:03:37 PM AEST
Date Accepted for Filing: 29/07/2024 4:14:08 PM AEST
File Number: VID887/2023
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

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Amended Consolidated Statement of claim

No. VID 887 of 2023

Federal Court of Australia

District Registry: Victoria

Division: Fair Work

Roshanpal Singh and others named in the Schedule

Applicants

Kentucky Fried Chicken Pty Ltd (ACN 000 587 780) and others named in the Schedule

Respondents

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A. PRELIMINARY

The Applicants

1. The First Applicant (**Mr Singh**) in the period between about 13 May 2020 and 30 March 2022:
 - a. was an employee of the Second Respondent (**RG Restaurants**);
 - b. was employed by RG Restaurants pursuant to the *KFC National Enterprise Agreement 2020* in the classification titled Team Member (**Team Member**);
 - c. performed work as a Team Member at a Kentucky Fried Chicken branded restaurant (**KFC Restaurant**) located at 471 Leakes Rd, Truganina, Victoria from 13 May 2020 until approximately June 2020;
 - d. performed work as a Team Member at the KFC Restaurant located in the Riverdale Town Village at 26 Escapade St, Tarneit, Victoria from approximately June 2020 until 30 March 2022; and
 - e. was, during his employment, a national system employee within the meaning of s 13 of the *Fair Work Act 2009* (Cth) (**FW Act**) (**national system employee**).
2. The Second Applicant (**Mr Kashap**) in the period from about December 2019:
 - a. was and is an employee of the Third Respondent (**Southern Restaurants**);

- b. was and is employed in the classification of Team Member pursuant to:
 - i. the *KFC National Enterprise Agreement 2009*, up to 28 April 2020; and
 - ii. the *KFC National Enterprise Agreement 2020*, from 29 April 2020;
 - c. in the period from about December 2019 to about March 2021 performed work as a Team Member at the Dandenong Plaza KFC Restaurant located in the Dandenong Plaza at Shop 232/25 McCrae St, Dandenong Victoria;
 - d. in the period from about December 2019 to about October 2020 performed work as a Team Member at the Noble Park KFC Restaurant located at 431 Princes Hwy, Noble Park, Victoria;
 - e. in the period from about November 2022 and ongoing performed and performs work as a Team Member at the Springvale KFC Restaurant located at 912 Princes Highway, Springvale, Victoria; and
 - f. was, during his employment, a national system employee.
3. The Third Applicant (the **SDA**) is and was at all material times:
- a. a registered organisation under the *Fair Work (Registered Organisations) Act 2009* (Cth);
 - b. an employee organisation for the purposes of the FW Act;
 - c. capable of suing and being sued; and
 - d. entitled to represent the industrial interests of employees working in the fast food industry, including employees in the classification of Team Member as defined in the Industrial Agreements (as those agreements are defined in paragraph 12 below).
4. The Fourth Applicant (**Mr Westgarth**):
- a. in the period from 1 August 2016 to early 2018:
 - i. was an employee of an unknown franchisee in the classification of Team Member;
 - ii. performed work as a Team Member at the KFC Restaurant located at 501 Morphett Road, Marion, South Australia;
 - b. in the period from early 2018 to mid-2019:

- i. was an employee of the First Respondent (**KFCPL**);
 - ii. was employed by KFCPL pursuant to the *KFC National Enterprise Agreement 2009* in the classification of Team Member;
 - iii. performed work as a Team Member at the KFC Restaurant located on the corner of Beach Road and Dyson Road Noarlunga Centre, South Australia;
 - c. in the period from mid 2019 to 1 April 2021:
 - i. was an employee of the Fourteenth Respondent (**Collins Restaurants South**);
 - ii. was employed by Collins Restaurants South in the classification of Team Member pursuant to:
 1. the *Fast Food Industry Award 2010*, up to 28 April 2020; and
 2. the *KFC National Enterprise Agreement 2020*, from 29 April 2020; and
 - d. was, during his employment, a national system employee.
5. The Fifth Applicant (**Ms Fitzsimmons**) in the period between July 2017 and July 2021:
 - a. was an employee of Southern Restaurants;
 - b. was employed by Southern Restaurants in the classification of Team Member pursuant to:
 - i. the *KFC National Enterprise Agreement 2009*, up to 28 April 2020; and
 - ii. the *KFC National Enterprise Agreement 2020*, from 29 April 2020;
 - c. performed work as a Team Member at the KFC Restaurant located at 137-139 Springvale Road, Nunawading, Victoria;
 - d. was, during her employment, a national system employee.
6. The Sixth Applicant (**Ms Bottiglieri**) in the period between 2018 and May 2021:

- a. was an employee of RG Restaurants;
 - b. was employed by RG Restaurants in the classification of Team Member pursuant to:
 - i. the *Fast Food Industry Award 2010*, up to 28 April 2020; and
 - ii. the *KFC National Enterprise Agreement 2020*, from 29 April 2020;
 - c. performed work as a Team Member:
 - i. at the KFC Restaurant located at 81-99 High Street, Wellington Square Shopping Centre, Wallan, Victoria, between 2018 and an unknown month in 2019;
 - ii. at the KFC Restaurant located at 420-440 Craigieburn Road, Craigieburn, Victoria, between June 2019 and May 2021;
 - d. was, during her employment, a national system employee.
7. The Seventh Applicant (**Ms Bennett-Naimo**) in the period between September 2019 and February 2020:
- a. was an employee of the Twelfth Respondent (**Collins Restaurants Management**);
 - b. was employed by Collins Restaurants Management in the classification of Team Member pursuant to the *KFC Team Members' Enterprise Agreement – Queensland and Tweed Heads (NSW) 2014 – 2017*;
 - c. performed work as a Team Member at the KFC Restaurant located at 768 Main Street, Kangaroo Point, Brisbane; and
 - d. was, during her employment, a national system employee.
8. The Eighth Applicant (**Mr Bostanci**):
- a. in the period from 24 September 2018 to March 2021:
 - i. was an employee of the Forty-Seventh Respondent (**QSR**);

- ii. was employed by QSR in the classification of Team Member pursuant to:
 1. the *KFC National Enterprise Agreement 2009*, up to 28 April 2020; and
 2. the *KFC National Enterprise Agreement 2020*, from 29 April 2020;
 - iii. performed work as a Team Member at the KFC Restaurant located at 407A Pacific Highway, Asquith, New South Wales;
- b. in the period from 15 March 2021 to 31 August 2021:
- i. was an employee of the Forty-Third Respondent (**Pansummit**);
 - ii. was employed by Pansummit in the classification of Team Member pursuant to the *KFC National Enterprise Agreement 2020*;
 - iii. performed work as a Team Member at the KFC Restaurant located at Shop 3/111 Darlinghurst Road, Potts Point, New South Wales;
- c. was, during his employment, a national system employee.
9. The Ninth Applicant (**Mr Ward**) in the period from December 2019 and ongoing:
- a. was, and is, an employee of the Fifteenth Respondent (**Collins Restaurants West**);
 - b. was, and is, employed by Collins Restaurants West in the classification of Team Member pursuant to:
 - i. the *Fast Food Industry Award 2010*, up to 28 April 2020;
 - ii. the *KFC National Enterprise Agreement 2020*, from 29 April 2020;
 - c. performed work as a Team Member at the KFC Restaurant located at 200 Karrinyup Road, Karrinyup, Western Australia;
 - d. was, during his employment, a national system employee.
10. The Tenth Applicant (**Ms Hall**):

- a. was an employee of KFCPL in the period from 2006 to December 2022;
 - b. in the period from 2006 to 2010:
 - i. was employed by KFCPL in the classification of Team Member;
 - ii. performed work as a Team Member at the KFC Restaurant located at 84 Princes Highway, Unanderra, New South Wales;
 - c. in the period from 2010 to around 1 June 2020:
 - i. was employed by KFCPL in the classification of Shift Supervisor pursuant to:
 - 1. the *KFC National Enterprise Agreement 2009*, up to 28 April 2020;
 - 2. the *KFC National Enterprise Agreement 2020*, from 29 April 2020;
 - ii. performed work as a Shift Supervisor at the KFC Restaurant located at 84 Princes Highway, Unanderra, New South Wales;
 - d. in the period from 2 June 2020 to December 2022;
 - i. was employed by KFCPL in the classification of Assistant Restaurant Manager pursuant to the *Fast Food Industry Award 2010* and the *Fast Food Industry Award 2020*;
 - ii. performed work as an Assistant Restaurant Manager at the KFC Restaurant located at 84 Princes Highway, Unanderra, New South Wales;
 - e. was, during her employment, a national system employee.
11. The Eleventh Applicant (**Mr Cornford**):
- a. was an employee of Collins Restaurants Management in the period between July 2015 and April 2021;
 - b. in the period from July 2015 to 2019:

- i. was employed by Collins Restaurants Management in the classification of Team Member pursuant to the *KFC Team Members' Enterprise Agreement – Queensland and Tweed Heads (NSW) 2014 – 2017*;
 - ii. performed work as a Team Member at the KFC Restaurant located at 474 Ross River Road, Cranbrook, Queensland;
- c. in the period from 2019 to April 2021:
- i. was employed by Collins Restaurants Management in the classification of Assistant Restaurant Manager pursuant to the *Fast Food Industry Award 2010* and the *Fast Food Industry Award 2020*;
 - ii. performed work as an Assistant Restaurant Manager at the KFC Restaurant located at 474 Ross River Road, Cranbrook, Queensland;
- d. was, during his employment, a national system employee.

Representative proceeding

12. The Applicants bring this proceeding on their own behalf, and in a representative capacity pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth) on behalf of all persons (**Group Members**) who:
- a. were employed in Australia by KFCPL or one or more of the Second to the Eighty-Ninth Respondents; and
 - b. worked at a KFC Restaurant; and
 - c. were entitled to but did not receive during their employment one or more:
 - i. rest pauses under the *KFC National Enterprise Agreement 2009* (**2009 Agreement**), the *KFC National Enterprise Agreement 2010* (**2010 Agreement**), the *KFC Team Members' Enterprise Agreement – Queensland and Tweed Heads (NSW) 2014 - 2017* (**Collins Foods Agreement**) or the *KFC National Enterprise Agreement 2020* (**2020 Agreement**) (together the **Industrial Agreements**); or
 - ii. rest breaks under the *Fast Food Industry Award*, when named the *Fast Food Industry Award 2010* or the *Fast Food Industry Award 2020* (**Award**);

(together, **Rest Breaks**);

- d. if employed by RG Restaurants or Southern Restaurants, were so employed at any time during the period from 25⁴ October 2017 to 25 October 2023 (**First Claim Period**);
- e. if employed by KFCPL, Collins Restaurants Management, Collins Restaurants South, Collins Restaurants West, QSR or Pansummit, were so employed at any time during the period from 4 December 2017 to 4 December 2023 (**Second Claim Period**);
- f. if employed by any other respondent (**Other Respondents**), were so employed at any time during the period from 22 December 2017 to 22 December 2023 (**Third Claim Period**);

(together, the **Claim Periods**).

- 13. There are at least seven Group Members who have claims against each Respondent.

The Respondents

- 14. Each of the Respondents:
 - a. is a body corporate capable of being sued; and
 - b. a national system employer within the meaning of s 14 of the FW Act.
- 15. KFCPL is and was at all times during the Claim Periods:
 - a. a wholly owned subsidiary of YUM! Restaurants Australia Pty Ltd (ACN 085 239 998);
 - b. the Australian licensee of the intellectual property in KFC Restaurants;
 - c. the operator of some KFC Restaurants (**KFCPL Operated Restaurants**); and
 - d. the franchisor of the KFC Restaurants in Australia.
- 16. At all relevant times during the Claim Periods, the Respondents were parties to agreements (**Franchise Agreements**) pursuant to which:
 - a. KFCPL was the franchisor;

- b. each of the other Respondents were franchisees (**Franchisees**).

Particulars

Particulars will be provided after discovery.

- 17. Each Franchise Agreement was or is an agreement between KFCPL and each Franchisee in a franchise within the meaning of the *Corporations Act 2001* (Cth) (**KFC Franchise**).

B. THE INDUSTRIAL INSTRUMENTS

2009 Agreement

- 18. On 9 December 2009, the Fair Work Commission approved the 2009 Agreement.
- 19. The 2009 Agreement operated from 16 December 2009.
- 20. The 2009 Agreement covered the SDA.
- 21. The 2009 Agreement covered employees employed, by one or more of the employers named in the agreement, in the positions of Team Member and Shift Supervisor.
- 22. The 2009 Agreement prevailed over the terms of the Award.
- 23. The 2009 Agreement applied to parties including:
 - a. KFCPL and its subsidiaries, including KFCPL Operated Restaurants;
 - b. the franchisees listed in Schedule A to the 2009 Agreement which included Southern Restaurants and QSR; and
 - c. the franchisees to whom the 2009 Agreement applied by operation of paragraph 1 of the Order of the Fair Work Commission dated 18 June 2013, namely that expanded coverage to "any new franchisee and their associated companies operating KFC outlets", which included RG Restaurants, Collins Restaurants South and Collins Restaurants West.
- 24. The 2009 Agreement provided that:
 - a. each employee who worked more than 4 hours continuously on any day was to be allowed a paid rest pause of 10 minutes;

- b. an additional 10 minute rest pause was to be provided when an employee worked more than 8 hours on any one shift.

Particulars

The Applicants refer to clause 11 of the 2009 Agreement, and otherwise rely on the terms of the clause and the agreement for their full force and effect.

- 25. The 2009 Agreement continued to operate beyond its nominal expiry date and until the commencement of the 2020 Agreement as pleaded in paragraph 42 below.

2010 Agreement

- 26. On 20 October 2010, the Fair Work Commission approved the 2010 Agreement.
- 27. The 2010 Agreement operated from 27 October 2010.
- 28. The 2010 Agreement covered the SDA.
- 29. The 2010 Agreement covered employees employed, by one or more of the employers named in the agreement, in the positions of Team Member and Shift Supervisor.
- 30. The 2010 Agreement prevailed over the terms of the Award.
- 31. The 2010 Agreement applied to parties including:
 - a. KFCPL and its subsidiaries; and
 - b. Athu Holdings Pty Ltd, the Fifth Respondent, Dimothenis Pty Ltd, the Eighteenth Respondent and Turner Retail Pty Ltd, the Sixty-Sixth Respondent.
- 32. The 2010 Agreement provided that:
 - a. each employee who worked more than 4 hours continuously on any day was to be allowed a paid rest pause of 10 minutes;
 - b. an additional 10 minute rest pause was to be provided when an employee worked more than 8 hours on any one shift.

Particulars

The Applicants refer to clause 11 of the 2010 Agreement, and otherwise rely on the terms of the clause and the agreement for their full force and effect.

33. The 2010 Agreement continued to operate beyond its nominal expiry date and until the commencement of the 2020 Agreement as pleaded in paragraph 42 below.

Collins Foods Agreement

34. On 9 September 2014, the Fair Work Commission approved the Collins Foods Agreement.
35. The Collins Foods Agreement operated from 16 September 2014.
36. The Collins Foods Agreement covered the SDA.
37. The Collins Foods Agreement covered employees employed, by one or more of the employers named in the Agreement, in the positions of Team Member and Shift Supervisor in all KFC Restaurants in Queensland and in Tweed Heads, NSW.
38. The Collins Foods Agreement applied to parties including:
- a. KFCPL and its subsidiaries; and
 - b. the Twelfth and Thirteenth Respondents.
39. The Collins Foods Agreement provided that:
- a. each employee who worked a minimum of 4 hours continuously on any day was to be allowed a paid rest pause of 10 minutes;
 - b. an additional 10 minute rest pause was to be provided when an employee worked more than 7.6 hours on any one shift.

Particulars

The Applicants refer to clause 10 of the Collins Foods Agreement, and otherwise rely on the terms of the clause and the agreement for their full force and effect.

40. The Collins Foods Agreement continued to operate beyond its nominal expiry date and until the commencement of the 2020 Agreement as pleaded in paragraph 42 below.

2020 Agreement

41. On 22 April 2020, the Fair Work Commission approved the 2020 Agreement.
42. The 2020 Agreement operated from 29 April 2020.
43. The 2020 Agreement covered and covers the SDA.
44. The 2020 Agreement covered and covers employees employed, by one or more of the employers named in the agreement, in the positions of Team Member and Shift Supervisor.
45. The 2020 Agreement applied and applies to the exclusion of the Award.
46. The 2020 Agreement applied and applies to parties including:
 - a. KFCPL and its subsidiaries including KFCPL Operated Restaurants;
 - b. RG Restaurants;
 - c. Southern Restaurants;
 - d. Collins Restaurant Management;
 - e. Collins Restaurants South;
 - f. Collins Restaurants West;
 - g. QSR;
 - h. Pansummit;
 - i. the Franchisees listed in Schedule A to the 2020 Agreement; and
 - j. any new Franchisees and their associated companies that came into existence after the 2020 Agreement was approved.
47. The 2020 Agreement provided and provides that:
 - a. each employee who worked 4 hours or more continuously on any day shall be allowed a paid rest pause of 10 minutes;

- b. an additional 10 minute rest pause was to be provided when an employee worked more than 8 hours on any one shift.

Particulars

The Applicants refer to clause 12 of the 2020 Agreement, and otherwise rely on the terms of the clause and the agreement for their full force and effect.

Fast Food Industry Award

- 48. The Award commenced operation on 1 January 2010.
- 49. The Award applied and applies to each of the Respondents insofar as and to the extent that they were not bound by any of the 2009 Agreement, the 2010 Agreement, the Collins Foods Agreement and 2020 Agreement.
- 50. The Award is a modern award within the meaning of sections 12 and 45 of the FW Act.
- 51. On 22 April 2020, the Fair Work Commission approved variations to the Award.
- 52. In the period up to and including 27 July 2020 the Award was named “Fast Food Industry Award 2010” and from 28 July 2020 was named “Fast Food Industry Award 2020”.
- 53. The Award provided and provides that:
 - a. each employee who worked 4 hours or more but less than 5 hours in a shift was to be allowed a paid rest break of 10 minutes; and
 - b. each employee who worked 5 hours or more but less than 9 hours in a shift was to be allowed a paid rest break of 10 minutes (in addition to one unpaid meal break).

Particulars

The Applicants refer to clause 27 of the Fast Food Industry Award 2010 and clause 14 of the Fast Food Industry Award 2020 and otherwise rely on the terms of the Award for their full force and effect.

- 54. The Award, from 1 January 2010 until 27 July 2022 provided that each employee who worked 9 hours or more in a shift was to be allowed one or two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second

half of the work hours with two rest breaks to be given unless a second meal break was provided.

Particulars

The Applicants refer to clause 27 of the Award and otherwise rely on the terms of the clause and the Award for their full force and effect.

55. The Award, from 28 July 2022 provided and provides that each employee who worked 9 hours or more in a shift was to be allowed:
- a. if 2 unpaid meal breaks were provided—one paid rest break of 10 minutes;
 - b. if 2 unpaid meal breaks were not provided—two paid rest breaks of 10 minutes each.

Particulars

The Applicants refer to clause 14 of the Award (as amended from time to time), and otherwise rely on the terms of the clause and the Award for their full force and effect.

Effect of Industrial Instruments

56. In the premises set out in paragraphs 24, 32, 39, 47, 53, 54 and 55, the Industrial Agreements and the Award (**Industrial Instruments**) required that each employee, when entitled to a Rest Break, was entitled to take that Rest Break:
- a. for a period of 10 continuous minutes;
 - b. during which there was no obligation or requirement to perform work;
 - c. during which they did not perform any work; and
 - d. with payment for the 10 minutes, in the amount calculated by reference to the hourly rate that applied to the employee.
57. In the premises set out in paragraphs 24, 32, 39, 47, 53, 54 and 55, the Industrial Instruments required that each Respondent provide to its relevant employees, by ensuring that the employees in fact received, the Rest Break as set out in the previous paragraph.

Particulars

The Respondents were required to provide the Rest Breaks by:

- (a) rostering the breaks (whether at a set time, or within a set period of time);*
- (b) notifying employees of the time at which, or time period within which, the employees were to take such a break;*
- (c) directing employees to take such a break at a set time, or within a set period of time; and*
- (d) monitoring whether employees who were entitled to a Rest Break in fact took such a break.*

C. KFCPL OPERATED RESTAURANT CONTRAVENTIONS

58. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Westgarth, Ms Hall and the Group Members who were employed by KFCPL in a KFCPL Operated Restaurant were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Mr Westgarth was entitled to the Rest Breaks pursuant to the 2009 Agreement and the 2020 Agreement.

Ms Hall was entitled to the Rest Breaks pursuant to the Award, the 2009 and the 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

59. KFCPL did not provide Mr Westgarth, Ms Hall or the Group Members who were employed by it the Rest Breaks to which they were entitled.
60. The failures to provide the Rest Breaks:
- a. insofar as they were entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;
 - b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act;

(KFCPL Operated Restaurant Contraventions).

61. Mr Westgarth, Ms Hall and the Group Members who were employed by KFCPL have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Westgarth suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Ms Hall suffered loss and damage caused by the requirement to work during periods when she was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts she ought to have been paid (corresponding to the time she ought to have been given for her Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

The Group Members suffered loss and damage caused by the requirement to work during periods when they were entitled to a Rest Break. The amount of the loss and damage is the monetary amounts they ought to have been paid (corresponding to the time they ought to have been given for their Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity.

Further particulars of the losses of Group Members who were employed by KFCPL will be provided after the initial trial.

D. FRANCHISEE CONTRAVENTIONS**RG Restaurants**

62. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Singh, Ms Bottiglieri and the Group Members who were employed by RG Restaurants were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Mr Singh was entitled to Rest Breaks pursuant to the 2020 Agreement.

Ms Bottiglieri was entitled to Rest Breaks pursuant to the 2009 Agreement and the 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

63. RG Restaurants did not provide to Mr Singh or the Group Members who were employed by it the Rest Breaks to which they were entitled.
64. The failures to provide the Rest Breaks:
 - a. insofar as they were the entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;
 - b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act.
65. Mr Singh, Ms Bottiglieri and the Group Members who were employed by RG Restaurants have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Singh suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Ms Bottiglieri suffered loss and damage caused by the requirement to work during periods when she was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts she ought to have been paid (corresponding to the time she ought to have been given for her Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by RG Restaurants will be provided after the initial trial.

Southern Restaurants

66. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Kashap, Ms Fitzsimmons and the Group Members who were employed by Southern Restaurants were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section BB.

Mr Kashap was entitled to Rest Breaks pursuant to the 2009 Agreement and 2020 Agreement.

Ms Fitzsimmons was entitled to Rest Breaks pursuant to the 2009 Agreement and the 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

67. Southern Restaurants did not provide to Mr Kashap, Ms Fitzsimmons or the Group Members who were employed by it the Rest Breaks to which they were entitled.
68. The failures to provide the Rest Breaks:
- a. insofar as they were the entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;
 - b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act.
69. Mr Kashap, Ms Fitzsimmons and the Group Members who were employed by Southern Restaurants have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Kashap suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Ms Fitzsimmons suffered loss and damage caused by the requirement to work during periods when she was entitled to a

Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time she ought to have been given for her Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by Southern Restaurants will be provided after the initial trial.

Collins Restaurants South

70. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Westgarth, and the Group Members who were employed by Collins Restaurants South were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Mr Westgarth was entitled to Rest Breaks pursuant to the 2009 Agreement and the 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

71. Collins Restaurants South did not provide to Mr Westgarth or the Group Members who were employed by it the Rest Breaks to which they were entitled.
72. The failures to provide the Rest Breaks:
- a. insofar as they were the entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;
 - b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act.
73. Mr Westgarth and the Group Members who were employed by Collins Restaurants South have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Westgarth suffered loss and damage caused by the requirement to work during periods when he was entitled to a

Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by Collins Restaurants South will be provided after the initial trial.

Collins Restaurants Management

74. Pursuant to the Award and the Collins Foods Agreement, Ms Bennett-Naimo and Mr Cornford and the Group Members who were employed by Collins Restaurants Management were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Ms Bennett-Naimo was entitled to Rest Breaks pursuant to the Collins Foods Agreement.

Mr Cornford was entitled to Rest Breaks pursuant to the Award and the Collins Foods Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

75. Collins Restaurants Management did not provide to Ms Bennett-Naimo, Mr Cornford or the Group Members who were employed by it the Rest Breaks to which they were entitled.
76. The failures to provide the Rest Breaks:
- a. insofar as they were the entitlements under the Collins Foods Agreement—were contraventions of section 50 of the FW Act;
 - b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act.
77. Ms Bennett-Naimo, Mr Cornford and the Group Members who were employed by Collins Restaurants Management have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Ms Bennett-Naimo suffered loss and damage caused by the requirement to work during periods when she was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts she ought to have been paid (corresponding to the time she ought to have been given for their Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Mr Cornford suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for their Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by Collins Restaurants Management will be provided after the initial trial.

QSR

78. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Bostanci and the Group Members who were employed by QSR were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Mr Bostanci was entitled to Rest Breaks pursuant to the 2009 Agreement and 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

79. QSR did not provide to Mr Bostanci or the Group Members who were employed by it the Rest Breaks to which they were entitled.
80. The failures to provide the Rest Breaks:
- a. insofar as they were entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;

b. insofar as they were entitlements under the Award—were contraventions of section 45 of the FW Act.

81. Mr Bostanci and the Group Members who were employed by QSR have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Bostanci suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by QSR will be provided after the initial trial.

Pansummit

82. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Bostanci and the Group Members who were employed by Pansummit were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Mr Bostanci was entitled to Rest Breaks pursuant to the 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

83. Pansummit did not provide to Mr Bostanci or the Group Members who were employed by it the Rest Breaks to which they were entitled.

84. The failures to provide the Rest Breaks:

a. insofar as they were entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;

b. insofar as they were entitlements under the Award—were contraventions of section 45 of the FW Act.

85. Mr Bostanci and the Group Members who were employed by Pansummit have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Bostanci suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by Pansummit will be provided after the initial trial.

Collins Restaurants West

86. Pursuant to the Award, the 2009 Agreement and the 2020 Agreement, Mr Ward and the Group Members who were employed by Collins Restaurants West were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Mr Ward was entitled to Rest Breaks pursuant to the 2009 Agreement and the 2020 Agreement.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

87. Collins Restaurants West did not provide to Mr Ward or the Group Members who were employed by it the Rest Breaks to which they were entitled.

88. The failures to provide the Rest Breaks:

a. insofar as they were the entitlements under the 2009 Agreement or the 2020 Agreement—were contraventions of section 50 of the FW Act;

- b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act.
89. Mr Ward and the Group Members who were employed by Collins Restaurants West have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

Mr Ward suffered loss and damage caused by the requirement to work during periods when he was entitled to a Rest Break. The amount of the loss and damage is the monetary amounts he ought to have been paid (corresponding to the time he ought to have been given for his Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity. Quantification of those losses will occur following discovery.

Particulars of the losses of Group Members who were employed by Collins Restaurants West will be provided after the initial trial.

All Other Franchisees

90. Pursuant to the Industrial Instruments, Group Members who were employed by one or more of the Other Respondents were entitled to the Rest Breaks as provided in those instruments.

Particulars

The entitlement to the Rest Breaks is as set out in section B.

Particulars of the instrument or instruments pursuant to which Group Members were entitled to Rest Breaks will be provided after the initial trial.

91. The Other Respondents did not provide Group Members who were employed by them the Rest Breaks to which they were entitled.
92. The failures to provide the Rest Breaks:
- a. insofar as they were the entitlements under the 2009 Agreement, 2010 Agreement, Collins Foods Agreement or 2020 Agreement—were contraventions of section 50 of the FW Act;
- b. insofar as they were the entitlements under the Award—were contraventions of section 45 of the FW Act.

93. The Group Members who were employed by the Other Respondents have suffered loss because of the contraventions referred to in the previous paragraph.

Particulars

The Group Members suffered loss and damage caused by the requirement to work during periods when they were entitled to a Rest Break. The amount of the loss and damage is the monetary amounts they ought to have been paid (corresponding to the time they ought to have been given for their Rest Breaks), as pleaded in subparagraph 56.d, and consequent loss of amenity.

Particulars of the losses of Group Members who were employed by the Other Respondents will be provided after the initial trial.

94. The contraventions referred to:
- a. in paragraph 64 were contraventions by RG Restaurants in its capacity as a franchisee entity of KFCPL;
 - b. in paragraph 68 were contraventions by Southern Restaurants in its capacity as a franchisee entity of KFCPL;
 - c. in paragraph 72 were contraventions by Collins Restaurants South in its capacity as a franchisee entity of KFCPL;
 - d. in paragraph 76 were contraventions by Collins Restaurants Management in its capacity as a franchisee entity of KFCPL;
 - e. in paragraph 80 were contraventions by QSR in its capacity as a franchisee entity of KFCPL;
 - f. in paragraph 84 were contraventions by Pansummit in its capacity as a franchisee entity of KFCPL;
 - g. in paragraph 88 were contraventions by Collins Restaurants West in its capacity as a franchisee entity of KFCPL;
 - h. in paragraph 91 were contraventions by the Other Respondents their capacity as franchisee entities of KFCPL;

(Franchisee Contraventions).

E. FRANCHISOR 558B CONTRAVENTIONS

The KFC System

95. At all material times, the KFC Business was operated using a restaurant system known to KFCPL and Franchisees as the “System” (**KFC System**).

Particulars

*The KFC System is described in a Notification of Third Line Forcing Exclusive Dealing provided to the Australian Competition and Consumer Commission in 2014 (**Exclusive Dealing Notification**).*

Further particulars may be provided after discovery.

96. At all material times, the KFC System:
- a. involved a suite of procedures and policies for the retailing of a constrained menu of uniform food products; and
 - b. required adherence by Franchisees to the procedures and policies in (a), including by:
 - i. using prescribed equipment and building layout and designs,
 - ii. acquiring or leasing prescribed products (**Products**) only from suppliers approved by KFCPL,
 - iii. serving only designated food and beverage products,
 - iv. strict adherence to designated food and beverage specifications and
 - v. strict adherence to prescribed standards of quality, service and cleanliness in KFC-branded restaurant operations.

Particulars

The Products included:

(a) food and beverage ingredients and products;

(b) food preparation and cooking products and equipment;

(c) non-food products such as packaging, uniforms, cleaning supplies and chemicals;

- (d) *distribution services;*
- (e) *fit out, upgrade and construction services and associated fixtures and furnishings;*
- (f) *point of sale and restaurant management systems;*
- (g) *sales and payment systems;*
- (h) *quality assurance systems and audits;*
- (i) *training services; and*
- (j) *training and recruitment systems.*

Franchise Agreements

97. At all material times, the Franchise Agreements:
- a. had a minimum term of 10 years; and
 - b. had a maximum term of 20 years.
98. Pursuant to the Franchise Agreements, KFCPL:
- a. licensed Franchisees to use intellectual property owned by KFCPL or in which KFCPL was authorised to deal by the owners of the said intellectual property, including the KFC System and KFC logos and packaging;
 - b. required Franchisees to use goods and services approved by KFCPL to prepare, market and sell products in their KFC Restaurants;
 - c. required Franchisees to pay fees for services including:
 - i. royalties;
 - ii. advertising contributions;
 - iii. supply chain contributions;
 - d. implemented a framework for communication and training on workplace rights and conditions; and
 - e. mandated compliance with all relevant labour legislation and standards.

KFC prescriptions and supervision

99. At all material times, KFCPL required Franchisees to:
- a. acquire and use:
 - i. a nominated point of sale system and associated hardware;
 - ii. a nominated restaurant management system; and
 - iii. a nominated payment gateway system; and
 - b. participate in quality assurance and audit programs, including:
 - i. franchise performance-assessment programs;
 - ii. customer experience monitoring; and
 - iii. food safety audits.
100. At all material times, KFCPL maintained a separate advertising and marketing company, KFC Adco Pty Ltd, that:
- a. was controlled by directors nominated by KFCPL and by the Franchisees;
 - b. was consulted in relation to decisions regarding new products;
 - c. was involved in the promotion of the KFC brand in Australia;
 - d. was required to approve most marketing plans and expenditures; and
 - e. managed advertising contributions made by Franchisees pursuant to the Franchise Agreements.
101. At all material times, KFCPL maintained the following bodies, each of which comprised representatives from Franchisees and KFCPL:
- a. a supply chain management council;
 - b. a development council;
 - c. an operational council;
 - d. a human resources "one system" council;

- e. a workplace health and safety council;
 - f. an information systems council;
 - g. a digital council; and
 - h. a business model working group.
102. At all material times, KFCP operated restaurant support centres:
- a. in each of New South Wales, Victoria and South Australia; and
 - b. which provided guidance to Franchisees about operational matters.
103. At all material times from about 2020, KFCPL implemented in KFCPL Operated Restaurants and for Franchisees a workforce management software solution that *inter alia* managed time and attendance functions for all KFC Restaurants for the purpose of ensuring employees were paid correctly.
104. At the time of the Exclusive Dealing Notification, workforce management software was, or was part of software, known as 'Macromatix'.
105. At some subsequent time not presently known to the Applicants but no later than around 2020, the workforce management software changed to 'Riteq'.
106. By around February 2022, the workforce management software changed to 'LifeLenz'.
107. Until about February 2022 when the workforce management software changed to 'LifeLenz':
- a. the KFC System did not contain any component in which there was training, direction or other indication that the Franchisees must give their employees or allow their employees to take the Rest Breaks to which they were entitled; and
 - b. KFCPL did not train, direct or otherwise ensure that any Franchisee would give their employees or allow their employees to take the Rest Breaks to which they were entitled.

Training and audits

108. Throughout the Claim Periods and during the time of the Franchisee Contraventions, KFCPL implemented a centralised training system for all persons employed by KFCPL and the Franchisees (**KFC Training Systems**).

Particulars

In respect of the period from 1 January 2022 until now, the Applicants refer to the KFCPL publication titled 'KFC Modern Slavery Statement', a copy of which is available on request from the Applicants' solicitors.

In respect of the period from 23 December 2021 until now, the Applicants refer to the KFCPL publication 'Registered Training Organisation Learner Handbook', a copy of which is available on request from the Applicants' solicitors.

Further particulars may be provided after discovery.

109. At all material times, KFCPL required Franchisees to complete 6 months of management training in a KFC Restaurant before:
- a. starting to operate their first franchise; or
 - b. being permitted to operate multiple KFC Restaurants.
110. At all material times, KFCPL:
- a. used an online platform known as 'Learning Zone' which housed training modules relating to (inter alia) the operation of KFC Restaurants; and
 - b. required all Franchisees to acquire and use the Learning Zone platform.
111. At all material times, KFCPL:
- a. operated an online recruitment site known as 'e-Recruitment'; and
 - b. required Franchisees to use e-Recruitment to recruit employees for stores operated by Franchisees (including management-level employees).
112. At all material times KFCPL owned and operated a registered training organisation (the **KFC RTO**).

113. The KFC RTO delivered training to employees in KFC Restaurants that on completion qualified participants in the Australian nationally recognised vocational training qualifications:
- a. Certificate I in Retail Services;
 - b. Certificate II in Retail Services;
 - c. Certificate III in Retail Services;
 - d. Certificate IV in Retail Services; and
 - e. Diploma of Retail Management.
114. At all material times, the training provided by the KFC RTO did not include training on the entitlement of employees of KFCPL or Franchisees to Rest Breaks as provided for under the:
- a. Award;
 - b. 2009 KFC Agreement;
 - c. 2010 KFC Agreement;
 - d. 2020 KFC Agreement; and
 - e. Collins Foods Agreement;
- as the case may be.
115. At all material times, KFCPL engaged third-party auditors to verify that Franchisees were complying with KFC “brand standards” and food safety practices (the **Third Party Audits**).
116. Third Party Audits:
- a. were conducted (from time to time) at all KFC Restaurants; and
 - b. authorised the auditors to inspect employees’ files.

Characteristics of the employees

117. At all material times 90% of the employees of KFCPL and Franchisees (**Employees**) were between 16 and 24 years of age.
118. At all material times from at least 2019, KFCPL knew that or to the effect that:
- a. 90% of Employees were between 16 and 24 years of age;
 - b. 96% of young Australians experienced a lack of confidence in different areas of their lives;
 - c. 80% of young Australians had experienced a mental health issue; and
 - d. 40% of young Australians lacked confidence every day, or most days.

Particulars

The Applicants refer to the KFCPL publication titled 'KFC 2019 Youth Confidence Report' a copy of which is available on request from the applicants' solicitors.

Further particulars may be provided after discovery.

119. At all material times, KFCPL knew that there was an inherent risk that vulnerable workers would be employed in KFC Restaurants due to:
- a. the nature of the quick-service restaurant industry; and
 - b. the demographic of the KFC workforce.

Particulars

In respect of the period July 2021 onwards, the Applicants refer to the KFCPL publication titled 'KFC Modern Slavery Statement', a copy of which is available on request from the applicants' solicitors.

120. By reason of the matters in the three preceding paragraphs, at all material times KFCPL knew, or should have known that:
- a. the Employees were, or were likely to be, vulnerable to exploitation;

- b. the Employees were unlikely to know, or understand the terms, of the Industrial Instruments save to the extent that they received training and information from KFCPL or a Franchisee (as the case may be); and
- c. the Employees were unlikely to take steps to enforce their entitlement to a Rest Break.

Relationship between KFCPL and Franchisees

121. At all material times, each Franchisee was a franchisee of KFCPL in relation to the KFC Franchise.

Particulars

The Applicants refer to paragraphs 95 to 116 above.

Further particulars may be provided after discovery.

122. At all material times, the KFC Restaurants operated by the Franchisees were substantially or materially associated with intellectual property relating to the KFC Franchise.

Particulars

The Applicants refer to paragraphs 95 to 116 above.

Further particulars may be provided after discovery.

123. By reason of the matters in the preceding two paragraphs, each of the Franchisees were, during the Claim Periods, a “franchisee entity” within the meaning of s 558A(1) of the FW Act.

Franchisor contraventions

124. Each of the Franchisee Contraventions occurred in the Franchisee’s capacity as a franchisee entity in relation to the KFC Franchise.
125. Throughout the Claim Periods and during the time of the Franchisee Contraventions, KFCPL had a significant degree of influence or control over the Franchisees.

Particulars

The Applicants refer to the KFC Systems, the Exclusive Dealing Notification, the Franchise Agreements and KFC Training Systems.

Further particulars may be provided after discovery.

126. By reason of the matters in paragraphs 95 to 125, at all times during the Claim Periods, KFCPL was the responsible franchisor entity within the meaning of s 558A(2) of the FW Act, in respect of the Franchisees.
127. By reason of the circumstances that:
- a. KFCPL did not provide employees employed at KFCPL Operated Restaurants with Rest Breaks to which they were entitled, as pleaded at paragraphs 58 to 61 above;
 - b. KFCPL exercised a high degree of control over the operation of each store operated by a Franchisee by means of the Franchise Agreements, as pleaded at paragraph 98 above;
 - c. KFCPL exercised a high degree of control over the operation of each store operated by a Franchisee, as pleaded at paragraphs 99 to 103 above;
 - d. the training provided by KFCPL through the KFC RTO did not include training about the entitlement of workers to Rest Breaks, as pleaded in paragraph 114 above;
 - e. KFCPL knew that it was necessary to audit key aspects of Franchisees' operations, as pleaded in paragraphs 115 and 116 above;
 - f. KFCPL was aware that the workforce in stores operated by Franchisees was predominantly young, as pleaded in paragraphs 117 to 118 above;
 - g. KFCPL was aware of the likelihood that Franchisees would employ vulnerable workers, as pleaded in paragraph 119 above;
 - h. KFCPL was aware of the matters pleaded in paragraph 120 above; and
 - i. KFCPL was aware the application of each of the Industrial Instruments;

KFCPL:

- j. knew or could reasonably be expected to have known that the Franchisee Contraventions would occur; or
- k. knew or could reasonably be expected to have known that contraventions of the same or similar character of the Franchisee Contraventions would occur.

Particulars

The Applicants refer to the matters in paragraphs 95 to 125 and the particulars thereto.

- 128. By reason of the matters in paragraphs 95 to 127, KFCPL contravened subsection 558B(1) of the FW Act on each occasion that a corresponding Franchisee Contravention occurred (**Franchisor Contraventions**).
- 129. By reason of KFCPL having engaged in the Franchisor Contraventions, the Applicants seek orders that KFCPL pay a pecuniary penalty under s 546 of the FW Act in relation to:
 - a. each of the contraventions of s 50 of the FW Act pleaded at paragraphs 64.a, 68.a, 72.a, 76.a, 80.a, 84.a, 88.a and 92.a.
 - b. each of the contraventions of s 45 of the FW Act pleaded at paragraphs, 64.b, 68.b, 72.b, 76.b, 80.b, 84.b, 88.b and 92.b.

F. RELIEF

- 130. The First, Second and Fourth to Eleventh Applicants, and the Group Members, have suffered loss because of the KFCPL Operated Restaurant Contraventions, Franchisor Contraventions and Franchisee Contraventions, and all of the Applicants claim the relief set out in the Amended Originating Application.

Particulars

Mr Singh repeats the particulars to paragraph 65.

Mr Kashap repeats the particulars to paragraph 69.

Mr Westgarth repeats the particulars to paragraphs 61 and 70.

Ms Fitzsimmons repeats the particulars to paragraph 69

Ms Bottiglieri repeats the particulars to paragraph 65

Ms Bennett-Naimo repeats the particulars to paragraph 77.

Mr Bostanci repeats the particulars to paragraphs 81 and 85.

Mr Ward repeats the particulars to paragraph 89.

Ms Hall repeats the particulars to paragraph 61.

Mr Cornford repeats the particulars to paragraph 77.

Particulars of the losses of Group Members will be provided after the initial trial.



Signed by Vicky Antzoulatos
Lawyer for the Applicants

This consolidated pleading was prepared by Lachlan Armstrong, Min Guo and Declan Murphy of counsel.

Certificate of lawyer

I Vicky Antzoulatos certify to the Court that, in relation to the statement of claim filed on behalf of the Applicants, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: ~~10 May 2024~~ 29 July 2024



Signed by Vicky Antzoulatos
Lawyer for the Applicants

Schedule

No. VID 877 of 2023

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

Applicants

Second Applicant: Neel Kashap
Third Applicant: Shop, Distributive and Allied Employees' Association

Respondents

Second Respondent: RG Restaurants Pty Ltd (ACN 611 108 911)
Third Respondent: Southern Restaurants (Vic) Pty Ltd (ACN 082 719 275)
Fourth Respondent: Arnolda Pty Ltd. (ACN 081 255 512) as Trustee for the Arnolda Family Trust (ABN 44 266 063 752)
Fifth Respondent: Athu Holdings Pty Ltd (ACN 135 881 711) as trustee for the Athukorala Family Trust (ABN 40 259 140 583)
Sixth Respondent: Baymax Pty Ltd (ACN 150 963 045)
Seventh Respondent: Bluepetals Pty Ltd (ACN 083 832 526) as trustee of the Soertsz Family Trust No. 1
Eighth Respondent: Bookah Pty Ltd (ACN 088 051 772) as Trustee for Bookah Family Trust (ABN 29 485 700 240)
Ninth Respondent: Broadview (Aust) Pty Ltd (ACN 146 213 612)
Tenth Respondent: Changela Food Pty Ltd (ACN 146 861 118) as Trustee of the Changela Family Trust (ABN 21 022 585 101)
Eleventh Respondent: CMC Sydney Pty Ltd (ACN 095 087 531)
Twelfth Respondent: Collins Restaurants Management Pty. Ltd. (ACN 093 912 979)
Thirteenth Respondent: Collins Restaurants NSW Pty Ltd (ACN 094 786 142)
Fourteenth Respondent: Collins Restaurants South Pty Ltd (ACN 612 129 781)
Fifteenth Respondent: Collins Restaurants West Pty Ltd (ACN 009 701 179)
Sixteenth Respondent: Daymal Pty Ltd (ACN 138 139 161)
Seventeenth Respondent: D & B Arnolda Family Pty Ltd (ACN 087 947 439) as Trustee for the D & B Arnolda Family Trust (ABN 83 550 375 207)

Eighteenth Respondent:	Dimothenis Pty. Ltd. (ACN 135 543 216) as Trustee for the Dimas Family Trust (ABN 82 438 936 515)
Nineteenth Respondent:	Edelmanian Enterprises Pty Ltd (ACN 154 482 710)
Twentieth Respondent:	Festival State Foods Pty Ltd (ACN 160 320 178)
Twenty-First Respondent:	Fishfood Holdings Pty Ltd (ACN 090 060 638)
Twenty-Second Respondent:	Fishfood Trading Pty. Ltd (ACN 125 317 759) as Trustee for the Fisher Family Trust (ABN 85 693 344 126)
Twenty-Third Respondent:	Free Grange Pty Ltd (ACN 150 243 842) as Trustee for the Ellin Family Trust (ABN 15 411 431 811)
Twenty-Fourth Respondent:	GFource Pty Ltd (ACN 616 308 591)
Twenty-Fifth Respondent:	Haydar Group Pty Ltd (ACN 099 563 596) as Trustee for the H&L Haydar Family Trust (ABN 29 047 678 936)
Twenty-Sixth Respondent:	HM (NSW) Pty. Ltd. (ACN 151 790 206) as Trustee for the HM Unit Trust (ABN 40 393 050 642)
Twenty-Seventh Respondent:	Huntell Pty Ltd (ACN 161 170 538) as Trustee of the Huntley-Mitchell Family Trust (ABN 91 816 089 948)
Twenty-Eighth Respondent:	Jasard Pty. Ltd. (ACN 159 731 352)
Twenty-Ninth Respondent:	Jet Restaurants Pty Ltd (ACN 620 991 022)
Thirtieth Respondent:	Kayvier Pty Ltd (ACN 161 334 407) as Trustee for the Kiki Family Trust (ABN 54 840 659 048)
Thirty-First Respondent:	Lamstan Group Pty Ltd (ACN 618 205 468)
Thirty-Second Respondent:	Lincron Pty Ltd (ACN 003 415 790)
Thirty-Third Respondent:	M & C Soertsz Investments Pty Ltd (ACN 165 730 941) as Trustee for the Suitsy Family Trust (ABN 23 578 701 022)
Thirty-Fourth Respondent:	Mandir Pty Ltd (ACN 156 428 232) as trustee for Chudal Family Trust (ABN 97 793 451 880)
Thirty-Fifth Respondent:	Marcamp Pty Ltd (ACN 160 329 724)
Thirty-Sixth Respondent:	Mega Star Group Pty. Ltd. (ACN 153 419 688)
Thirty-Seventh Respondent:	Melsem Pty Ltd (ACN 164 178 358) as Trustee of the RD Else Family Trust (ABN 84 643 274 036)
Thirty-Eighth Respondent:	Mettle Pty Ltd (ACN 079 475 933) as trustee for the Scott Hosking Family Trust (ABN 81 475 428 495)
Thirty-Ninth Respondent:	MML Restaurant Group Pty. Ltd. (ACN 141 198 987) as Trustee for the Glanville Family Trust (ABN 36 185 923 169)

Fortieth Respondent:	Mylora Holdings Pty Ltd (ACN 081 302 301) as Trustee for the Leonard Family Trust (ABN 92 516 796 049)
Forty-First Respondent:	Oceantime Pty Ltd (ACN 083 832 446) as trustee of the Soertsz Family Trust No. 2 (ABN 38 017 726 430) ;
Forty-Second Respondent:	One One Pty Ltd (ACN 008 651 581)
Forty-Third Respondent:	Pansummit Pty Ltd (ACN 162 020 340)
Forty-Fourth Respondent:	Pomonal Pty Ltd (ACN 086 553 184) as Trustee for the Stead Park Family Trust (ABN 29 498 724 073)
Forty-Fifth Respondent:	Premlata Pty Ltd (ACN 159 755 905) as Trustee for the Tripathi Family Trust (ABN 43 369 713 114)
Forty-Sixth Respondent:	Prime Corporation Australia Pty Ltd (ACN 620 896 639) as Trustee of the Rupani Family Trust (ABN 74 415 368 292)
Forty-Seventh Respondent:	QSR Pty Ltd (ACN 089 163 682)
Forty-Eighth Respondent:	Moonynight Pty Ltd (ACN 082 992 612) as trustee for the Raymond Family Trust No. 1
Forty-Ninth Respondent:	Rainystar Pty Ltd (ACN 082 993 404) as Trustee for the Raymond Family Trust No. 2
Fiftieth Respondent:	Restaurant Brands Australia Pty Ltd (ACN 099 923 501) [not used]
Fifty-First Respondent:	RSJ Family Pty Ltd (ACN 152 610 387)
Fifty-Second Respondent:	RTR Restaurants Pty Ltd (ACN 084 743 822)
Fifty-Third Respondent:	S P Etheridge Pty Ltd (ACN 138 488 534) as trustee for Etheridge Trust (ABN 67 991 057 077)
Fifty-Fourth Respondent:	Sandyshore Pty Ltd (ACN 149 634 597) as Trustee for the Ashton Family Trust (ABN 62 721 071 429)
Fifty-Fifth Respondent:	Sangor Pty. Ltd (ACN 091 110 235) as Trustee for the Sangor Discretionary Trust (ABN 19 642 201 795)
Fifty-Sixth Respondent:	Sedar Warrnambool Pty. Ltd (ACN 078 592 686) as Trustee for the Sedar Warrnambool Discretionary Trust (ABN 28 052 292 875)
Fifty-Seventh Respondent:	Shayden Nominees Pty. Ltd. (ACN 082 950 856) as Trustee for the C & M Income Trust (ABN 64 320 400 785)
Fifty-Eighth Respondent:	Soertsz Trading Corporation Pty. Ltd (ACN 094 414 874)
Fifty-Ninth Respondent:	Southern Sun Restaurants Pty Ltd (ACN 098 037 677)

Sixtieth Respondent:	St George Restaurants Pty Ltd (ACN 146 926 525)
Sixty-First Respondent:	Stephkon Pty. Ltd (ACN 132 115 461) as Trustee for the Kon & Stephanie Genovezos Family Trust (ABN 86 806 007 133)
Sixty-Second Respondent:	Toronton Pty. Ltd. (ACN 006 846 911) as Trustee for the RJ Hosking Family Trust (ABN 24 792 235 003)
Sixty-Third Respondent:	Toronton Pty. Ltd. (ACN 006 846 911) as Trustee for the Bellarine Ollies Unit Trust (ABN 43 732 438 538)
Sixty-Fourth Respondent:	Toronton Pty. Ltd. (ACN 006 846 911) as Trustee for the Colac Unit Trust (ABN 78 709 717 747)
Sixty-Fifth Respondent:	Tucker Projects Pty Ltd (ACN 151 774 935) as Trustee of the Tucker Family Trust (ABN 76 528 722 402)
Sixty-Sixth Respondent:	Turner Retail Pty Ltd (ACN 139 915 852) as Trustee for the Turner Unit Trust (ABN 94 420 228 123)
Sixty-Seventh Respondent:	Vic Chick Pty Ltd (ACN 614 184 351)
Sixty-Eighth Respondent:	Westpark Operations Pty. Ltd. (ACN 084 391 864) as trustee for the Westpark Operations Unit Trust (ABN 11 949 495 364)
Sixty-Ninth Respondent:	Wills Hill Operations Pty Ltd (ACN 629 018 748)
Seventieth Respondent:	W-R-Z Corporation Pty Ltd (ACN 069 449 841)
Seventy-First Respondent:	Zamm Enterprises Pty Ltd (ACN 158 977 176)
Seventy-Second Respondent:	Airport Retail Enterprises Pty Ltd (ACN 008 749 031)
Seventy-Third Respondent:	C. Wiles Investments Pty Ltd (ACN 141 796 063) as Trustee for Wiles Family Trust (ABN 22 709 813 201)
Seventy-Fourth Respondent:	Collins Restaurants Queensland Pty Ltd (ACN 009 988 381)
Seventy-Fifth Respondent:	Delah Hamilton Pty. Ltd (ACN 078 592 926) as Trustee for Delah Hamilton Discretionary Trust (ABN 48 844 657 833)
Seventy-Sixth Respondent:	Dimothenis 5 Pty. Ltd. (ACN 654 918 555)
Seventy-Seventh Respondent:	DKE Pty. Ltd (ACN 128 958 010) as Trustee for the Hillier Family Trust (ABN 37 481 960 214)
Seventy-Eighth Respondent:	Jayvier Pty Ltd (ACN 655 906 193)
Seventy-Ninth Respondent:	JC Arnolda Pty Ltd (ACN 662 123 293)
Eightieth Respondent:	Kozpat Pty. Ltd. (ACN 131 961 503) as Trustee for the Kozpat Trust (ABN 81 596 584 041)

Eighty-First Respondent: Mady Pty Ltd (ACN 133 601 297) as Trustee for the Madytianos Family Trust (ABN 97 913 110 723)

Eighty-Second Respondent: Red Earth Restaurants Pty Ltd (ACN 620 354 056)

Eighty-Third Respondent: Rigel Portland Pty. Ltd (ACN 078 592 711) as Trustee for the Rigel Portland Discretionary Trust (ABN 65 757 272 357)

Eighty-Fourth Respondent: Rusha Pty. Ltd (ACN 094 414 865)

Eighty-Fifth Respondent: [not used]

Eighty-Sixth Respondent: [not used]

Eighty-Seventh Respondent: [not used]

Eighty-Eighth Respondent: Vida Rica Pty. Ltd (ACN 101 412 220)

Eighty-Ninth Respondent: Wirk Horsham Pty. Ltd (ACN 078 592 622)

Date: ~~10 May 2024~~ 29 July 2024