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ACN 000 587 780 & ORS
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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.



**Defence of the Third, Twenty-Eighth,
Twenty-Ninth and Fifty-Ninth Respondents
to Amended Consolidated Statement of Claim**

No. VID887/2023

Federal Court of Australia

District Registry: Victoria

Division: Fair Work

ROSHANPAL SINGH and others

Applicants

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

Respondents

To the Amended Consolidated Statement of Claim dated ~~10 May~~ 29 July 2024 (ACSoC), the Third (**Southern Restaurants**), Twenty-Eighth (**Jasard**), Twenty-Ninth (**Jet**), and Fifty-Ninth (**Southern Sun**) Respondents say as follows.

[Unless stated otherwise, terms and expressions defined in the ACSoC have the same meaning herein, and references herein to paragraph numbers are to the corresponding paragraphs of the ACSoC.]

A. PRELIMINARY

The Applicants

1. They do not plead to paragraph 1 because it contains no allegation of material fact against them.

Filed on behalf of	Third, Twenty-Eighth, Twenty-Ninth, and Fifty-Ninth Respondents	
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2. As to paragraph 2:

(a) Southern Restaurants:

(i) admits paragraph 2(a) save that it says:

(1) it employed Mr Kashap from 26 November 2019 to 1 June 2021 (**First Kashap Period**), during which period he from time to time worked as a casual employee at the Dandenong Plaza and Noble Park KFC restaurants; and

(2) it has employed Mr Kashap since 22 November 2022 (**Second Kashap Period**), during which period he from time to time worked as a casual employee at the Springvale KFC restaurant;

(ii) as to paragraph 2(b):

(1) admits paragraph 2(b)(i); and

(2) denies paragraph 2(b)(ii) and says further that the 2020 Agreement does not, and has never, applied to it (and nor has it ever been covered by the 2020 Agreement);

(iii) subject to paragraph 2(a)(i) herein, admits paragraph 2(c);

(iv) subject to paragraph 2(a)(i) herein, admits paragraph 2(d);

(v) subject to paragraph 2(a)(i) herein, admits paragraph 2(e);

(vi) admits paragraph 2(f) insofar as it relates to the First and Second Kashap Periods;

(vii) otherwise denies paragraph 2; and

(b) Jasard, Jet, and Southern Sun do not plead to paragraph 2 because it contains no allegation of material fact against them.

3. They admit paragraph 3.

4. They not plead to paragraph 4 because it contains no allegation of material fact against them.
5. As to paragraph 5:
 - (a) Southern Restaurants:
 - (i) admits paragraph 5(a) save that it says it employed Ms Fitzsimmons from 11 July 2017 to 13 July 2021 (**Fitzsimmons Period**);
 - (ii) as to paragraph 5(b):
 - (1) admits paragraph 5(b)(i); and
 - (2) denies paragraph 5(b)(ii) and says further that the 2020 Agreement does not, and has never, applied to it (and nor has it ever been covered by the 2020 Agreement);
 - (iii) subject to paragraph 5(a)(i) herein, admits paragraph 2(c);
 - (iv) admits paragraph 5(d) insofar as it relates to the Fitzsimmons Period;
 - (v) otherwise denies paragraph 5; and
 - (b) Jasad, Jet, and Southern Sun do not plead to paragraph 5 because it contains no allegation of material fact against them.
6. They not plead to paragraph 6 because it contains no allegation of material fact against them.
7. They not plead to paragraph 7 because it contains no allegation of material fact against them.
8. They not plead to paragraph 8 because it contains no allegation of material fact against them.
9. They not plead to paragraph 9 because it contains no allegation of material fact against them.

10. They not plead to paragraph 10 because it contains no allegation of material fact against them.
11. They not plead to paragraph 11 because it contains no allegation of material fact against them.

Representative proceeding

12. As to paragraph 12 they:
 - (a) deny any allegation in paragraph 12 to the effect that they failed to comply with any provision of any industrial instrument or any law;
 - (b) say that any standing that each of the First, Second, and Fourth to Eleventh Applicant's may have is limited to their claims against KFCPL and that Respondent by which that Applicant alleges they were employed during the relevant Claim Period; and
 - (c) otherwise do not know and therefore cannot admit paragraph 12.
13. As to paragraph 13 they:
 - (a) deny any allegation in paragraph 13 to the effect that they failed to comply with any provision of any industrial instrument or any law; and
 - (b) otherwise do not plead to paragraph 13 because it contains no allegation of material fact against them.

The Respondents

14. As to paragraph 14 they:
 - (a) do not plead to the allegations in paragraph 14 insofar as they relate to any other Respondents (because those allegations are not made against them); and
 - (b) otherwise admit paragraph 14.

15. They do not plead to paragraph 15 because it contains no allegation of material fact against them.
16. As to paragraph 16:
 - (a) they do not plead to the allegations in paragraph 16 insofar as they relate to any other Respondents (because those allegations are not made against them); and
 - (b) they otherwise admit paragraph 16.
17. As to paragraph 17 they:
 - (a) do not plead to the allegations in paragraph 9 insofar as they relate to any other Respondents (because those allegations are not made against them); and
 - (b) otherwise admit paragraph 17.

B. THE INDUSTRIAL INSTRUMENTS

2009 Agreement

18. They admit paragraph 18 (save that the Fair Work Commission was then named Fair Work Australia).
19. They admit paragraph 19 and say that the 2009 Agreement continues to operate.
20. They admit paragraph 20 and say that the 2009 Agreement continues to cover the SDA.
21. They admit paragraph 21 on the basis that ‘Team Member’ and ‘Shift Supervisor’ have the same meanings as in cl 4 of the 2009 Agreement, and say further that the 2009 Agreement continues to cover such employees.

22. As to paragraph 22:

- (a) the Award did not and does not apply to an employee in relation to particular employment where the 2009 Agreement applied or applies to that employee in relation to that employment (*Fair Work Act 2009* (Cth) (**FW Act**) s 57(1));
- (b) 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) they otherwise deny paragraph 22.

23. As to paragraph 23:

- (a) Southern Restaurants admits paragraph 23 insofar as it makes allegations against it;
- (b) Jasad:
 - (i) admits that the 2009 Agreement applied to it during the Third Claim Period until on or about 29 November 2022 (**Jasad Period**); and
 - (ii) otherwise denies paragraph 23 insofar as it makes allegations against it;
- (c) Jet:
 - (i) admits that the 2009 Agreement applied to it during the Third Claim Period until around October 2022 (**Jet Period**); and
 - (ii) otherwise denies paragraph 23 insofar as it makes allegations against it;
- (d) Southern Sun admits paragraph 23 insofar as it makes allegations against it; and
- (e) they otherwise do not plead to the allegations in paragraph 23 because those allegations are not made against them.

24. As to paragraph 24:

(a) clause 11 of the 2009 Agreement provides as follows:

11. REST PAUSES

11.1 Each employee who works more than 4 hours continuously on any day shall be allowed a paid rest pause of 10 minutes. The timing of this break shall be arranged by the employer when convenient for it to be taken.

11.2 An additional 10 minutes rest pause shall be provided when an employee works more than 8 hours on any one shift.

11.3 In lieu of the above, Call Centre employees may have a.5 minute paid rest pause every two hours.

11.4 Except as provided in this subclause, no rest pause shall be given or taken within one hour of an employee's commencing or ceasing time or within one hour before or after any meal break. Where a part-time or part time flex or casual employee is required to work up to one hour beyond the employee's rostered finishing time in order to meet unforeseen operational or staffing requirements, a rest pause may be taken within one hour of the employee's ceasing time.

(b) they will at trial rely upon the whole of the 2009 Agreement and cl 11, for their full force and effect; and

(c) they otherwise deny paragraph 24.

25. As to paragraph 25 they:

(a) admit that the 2009 Agreement continued to operate beyond its nominal expiry date; and

(b) otherwise deny paragraph 25 and say further that the 2009 Agreement continues to operate and:

(i) continues to cover and apply to Southern Restaurants;

(ii) continued to cover and apply to Jasard until the end of the Jasard Period;

- (iii) continued to cover and apply to Jet until the end of the Jet Period;
and
- (iv) continues to cover and apply to Southern Sun.

2010 Agreement

- 26. They do not plead to paragraph 26 because it contains no allegation of material fact against them.
- 27. They do not plead to paragraph 27 because it contains no allegation of material fact against them.
- 28. They do not plead to paragraph 28 because it contains no allegation of material fact against them.
- 29. They do not plead to paragraph 29 because it contains no allegation of material fact against them.
- 30. They do not plead to paragraph 30 because it contains no allegation of material fact against them.
- 31. They do not plead to paragraph 31 because it contains no allegation of material fact against them.
- 32. They do not plead to paragraph 32 because it contains no allegation of material fact against them.
- 33. They do not plead to paragraph 33 because it contains no allegation of material fact against them.

Collins Foods Agreement

- 34. They do not plead to paragraph 34 because it contains no allegation of material fact against them.

35. They do not plead to paragraph 35 because it contains no allegation of material fact against them.
36. They do not plead to paragraph 36 because it contains no allegation of material fact against them.
37. They do not plead to paragraph 37 because it contains no allegation of material fact against them.
38. They do not plead to paragraph 38 because it contains no allegation of material fact against them.
39. They do not plead to paragraph 39 because it contains no allegation of material fact against them.
40. They do not plead to paragraph 40 because it contains no allegation of material fact against them.

2020 Agreement

41. They admit paragraph 41 and say further that the 2020 Agreement did not ever cover (or apply to) any of them (or any of their respective employees (in relation to their employment by them)).
42. They admit paragraph 42.
43. They admit paragraph 43.
44. As to paragraph 44 they:
 - (a) say the correct names of the positions are ‘Team Member (Level 1)’ and ‘Shift Supervisor (Level 2)’ (see cl 4.1 of the 2020 Agreement);
 - (b) otherwise admit paragraph 44 on the basis that ‘Team Member (Level 1)’ and ‘Shift Supervisor (Level 2)’ have the same meaning as in cl 4.1 of the 2020 Agreement; and

- (c) say further that they are not, and have never been, an employer named in the 2020 Agreement.

45. As to paragraph 45:

- (a) on and from 29 April 2020, the Award has not applied to any employee in relation to particular employment where either the 2009 Agreement or the 2020 Agreement has applied to that employee in relation to that employment (FW Act s 57(1));
- (b) where that has been the case, the Award has not applied to any of them in relation to any employee; and
- (c) they otherwise deny paragraph 45.

46. As to paragraph 46 they:

- (a) do not plead to paragraph 46(a) because it contains no allegation of material fact against them;
- (b) do not plead to paragraph 46(b) because it contains no allegation of material fact against them;
- (c) deny paragraph 46(c);
- (d) do not plead to paragraph 46(d) because it contains no allegation of material fact against them;
- (e) do not plead to paragraph 46(e) because it contains no allegation of material fact against them;
- (f) do not plead to paragraph 46(f) because it contains no allegation of material fact against them;
- (g) do not plead to paragraph 46(g) because it contains no allegation of material fact against them;

- (h) do not plead to paragraph 46(h) because it contains no allegation of material fact against them;
- (i) as to paragraph 46(i):
 - (i) deny paragraph 46(i) to the extent that any allegation is made against them; and
 - (ii) otherwise do not plead to paragraph 46(i) because it contains no allegation of material fact against them; and
- (j) as to paragraph 46(j):
 - (i) deny paragraph 46(j) to the extent that any allegation is made against them; and
 - (ii) otherwise do not plead to paragraph 46(j) because it contains no allegation of material fact against them.

47. As to paragraph 47:

- (a) they deny paragraph 47 (and refer to and repeat paragraphs 41, 44 and 46 herein);
- (b) alternatively, they say:
 - (i) clause 12 of the 2020 Agreement provided as follows:

12. REST PAUSES

- 12.1 Each employee who works 4 hours or more continuously on any day shall be allowed a paid rest pause of 10 minutes. The timing of this break shall be arranged by the employer when convenient for it to be taken.
- 12.2 An additional 10 minutes rest pause shall be provided when an employee works more than 8 hours on any one shift.
- 12.3 Except as provided in this subclause, no rest pause shall be given or taken within one hour of an employee's commencing or ceasing time or within one hour before or after any meal break. Where a part-time or casual employee is required to work up to

one hour beyond the employee's rostered finishing time in order to meet unforeseen operational or staffing requirements, a rest pause may be taken within one hour of the employee's ceasing time.

- (ii) they will at trial rely upon the whole of the 2020 Agreement and cl 12, for their full force and effect; and
- (c) they otherwise deny paragraph 47.

Fast Food Industry Award

48. They admit paragraph 48 and say that:

- (a) on 19 December 2008, the Australian Industrial Relations Commission made the Award (which was then named the *Fast Food Industry Award 2010*);
- (b) the Award came into operation on 1 January 2010;
- (c) on 11 July 2022, the Fair Work Commission determined to vary the Award by:
 - (i) deleting all of its clauses, schedules and appendices; and
 - (ii) inserting new clauses and schedules (the effect of which included the Award being renamed the *Fast Food Industry Award 2020*); and
- (d) the variation described in paragraph 48(c) herein took effect on 28 July 2022.

49. As to paragraph 49:

- (a) they do not plead to the allegations in paragraph 49 insofar as they relate any other Respondents (because those allegations are not made against them);
- (b) at all material times (i.e., in respect of Jasard and Jet only during the Jasard and Jet Periods (respectively)):
 - (i) the Award covered them (within the meaning in s 48 of the FW Act); and

(ii) the Award applied to them (within the meaning in s 47 of the FW Act) in relation to the employment of each employee covered by the Award, except when the 2009 Agreement (or, alternatively, the 2020 Agreement) applied to that employee (FW Act s 57); and

(c) they otherwise deny paragraph 49.

50. They admit paragraph 50.

51. They refer to and repeat paragraph 48 herein and otherwise deny paragraph 51.

52. They refer to and repeat paragraph 48 herein and otherwise admit paragraph 52.

53. They deny paragraph 53 and say that:

(a) on and from 28 July ~~2020~~ 2022 the Award has provided as follows:

14. Breaks

14.1 Employees are entitled to rest and meal breaks in the following circumstances:

Hours worked per shift	Rest breaks	Meal breaks
Less than 4 hours	No rest break	No meal break
4 hours or more but less than 5 hours	One 10 minute paid rest break	No meal break
5 hours or more but less than 9 hours	One 10 minute paid rest break	One unpaid meal break of at least 30 minutes but not more than 60 minutes
9 hours or more	If 2 unpaid meal breaks are provided:	
	One 10 minute paid rest break	Two unpaid meal breaks of at least 30 minutes but not more than 60 minutes
	Or, if 2 unpaid meal breaks are not provided:	
	Two 10 minute paid rest breaks — one to be taken in the first half of the shift and one in the second half of the shift	One unpaid meal break of at least 30 minutes but not more than 60 minutes

NOTE: Rest breaks count as time worked. Meal breaks do not count as time worked.

- 14.2 The timing and duration of rest and meal breaks for part-time employees must be included in the roster and are subject to any agreement made under clause 10.3 regarding a part-time employee's regular pattern of work.
- 14.3 A variation agreed under clauses 10.5 and 10.7 for a part-time employee may include a variation to the time of taking rest and meal breaks.
- 14.4 The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.
- 14.5 An employer cannot require an employee:
- (a) to take a rest break or meal break within the first or the last hour of work; or
 - (b) to take a rest break combined with a meal break; or ‘
 - (c) to work more than 5 hours without taking a meal break;;

(b) they will at trial rely upon the whole of the Award and cl 14, for their full force and effect;

(c) with the exception of cl 27.1(e) (d), at all material times until 28 July 2020 2022, the Award provided substantially as follows:

27. Breaks

27.1 Breaks during work periods

(a) Breaks will be given as follows:

Hours worked	Rest break	Meal breaks
Less than 4 hours	No rest break	No meal break
4 hours but less than 5 hours	One 10 minute paid rest break	No meal break
5 hours but less than 9 hours	One 10 minute paid rest break	One unpaid meal break of at least 30 minutes but not more than 60 minutes
9 hours or more	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, two rest breaks will be given unless a second meal break is provided	One or two meal breaks of at least 30 minutes but not more than 60 minutes

(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.

- (c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing work. An employee cannot be required to take a rest break(s) combined with a meal break.
 - (d) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to any agreement reached under clause 12.2 regarding a part-time employee's regular pattern of work. An agreed variation pursuant to clause 12.3 or 12.5 may include a variation to the time of taking rest and meal breaks.
 - (e) Rest breaks are paid breaks and meal breaks are unpaid breaks.
 - (f) An employee cannot work more than five hours without a meal break.;
- (d) they will at trial rely upon the whole of the Award and cl 27.1, for their full force and effect; and
- (e) they otherwise deny paragraph 53.

54. They refer to and repeat paragraph 53 herein and otherwise deny paragraph 54.

55. They refer to and repeat paragraph 53 herein and otherwise deny paragraph 55.

Effect of Industrial Instruments

56. As to paragraph 56 they:

- (a) refer to and repeat paragraphs 24, 47 and 53 herein;
- (b) say that, on its proper construction, the clause regarding rest pauses or rest breaks in each of the 2009 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;

- (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 paragraph 56(d)); and
 - (d) otherwise deny paragraph 56.
- 57. They refer to and repeat paragraph 56 herein and otherwise deny paragraph 57.

C. ALLEGED KFCPL OPERATED RESTAURANT CONTRAVENTIONS

- 58. They do not plead to paragraph 58 because it contains no allegation of material fact against them.
- 59. They do not plead to paragraph 59 because it contains no allegation of material fact against them.
- 60. They do not plead to paragraph 60 because it contains no allegation of material fact against them.
- 61. They do not plead to paragraph 61 because it contains no allegation of material fact against them.

D. ALLEGED FRANCHISEE CONTRAVENTIONS

RG Restaurants

- 62. They do not plead to paragraph 62 because it contains no allegation of material fact against them.
- 63. They do not plead to paragraph 63 because it contains no allegation of material fact against them.

64. They do not plead to paragraph 64 because it contains no allegation of material fact against them.
65. They do not plead to paragraph 65 because it contains no allegation of material fact against them.

Southern Restaurants

66. As to paragraph 66:

(a) Southern Restaurants says:

- (i) where the 2009 Agreement applied, its employees were entitled to the benefit of cl 11 of the 2009 Agreement;
- (ii) where the Award applied, its employees were entitled to the benefit of cl 27.1 of the Award (prior to 28 July 2022) or cl 14 of the Award (on and from 28 July 2022); and
- (iii) it refers to and repeats paragraph 56(b) herein and otherwise denies paragraph 66; and

(b) they otherwise do not plead to paragraph 66 because it contains no allegation of material fact against them.

67. As to paragraph 67:

- (a) Southern Restaurants refers to and repeats paragraph 56(b) herein and otherwise denies paragraph 67; and
- (b) they otherwise do not plead to paragraph 67 because it contains no allegation of material fact against them.

68. As to paragraph 68:

- (a) Southern Restaurants denies paragraph 68; and
- (b) they otherwise do not plead to paragraph 68 because it contains no allegation of material fact against them.

69. As to paragraph 69:

- (a) Southern Restaurants denies paragraph 69; and
- (b) they otherwise do not plead to paragraph 69 because it contains no allegation of material fact against them.

Collins Restaurants South

70. They do not plead to paragraph 70 because it contains no allegation of material fact against them.

71. They do not plead to paragraph 71 because it contains no allegation of material fact against them.

72. They do not plead to paragraph 72 because it contains no allegation of material fact against them.

73. They do not plead to paragraph 73 because it contains no allegation of material fact against them.

Collins Restaurants Management

74. They do not plead to paragraph 74 because it contains no allegation of material fact against them.

75. They do not plead to paragraph 75 because it contains no allegation of material fact against them.

76. They do not plead to paragraph 76 because it contains no allegation of material fact against them.

77. They do not plead to paragraph 77 because it contains no allegation of material fact against them.

QSR

78. They do not plead to paragraph 78 because it contains no allegation of material fact against them.

79. They do not plead to paragraph 79 because it contains no allegation of material fact against them.

80. They do not plead to paragraph 80 because it contains no allegation of material fact against them.

81. They do not plead to paragraph 81 because it contains no allegation of material fact against them.

Pansummit

82. They do not plead to paragraph 82 because it contains no allegation of material fact against them.

83. They do not plead to paragraph 83 because it contains no allegation of material fact against them.

84. They do not plead to paragraph 84 because it contains no allegation of material fact against them.

85. They do not plead to paragraph 85 because it contains no allegation of material fact against them.

Collins Restaurants West

86. They do not plead to paragraph 86 because it contains no allegation of material fact against them.

87. They do not plead to paragraph 87 because it contains no allegation of material fact against them.
88. They do not plead to paragraph 88 because it contains no allegation of material fact against them.
89. They do not plead to paragraph 89 because it contains no allegation of material fact against them.

All Other Franchisees

90. As to paragraph 90:
 - (a) Southern Restaurants does not plead to paragraph 90 because it contains no allegation of material fact against it; and
 - (b) Jasad, Jet, and Southern Sun each say:
 - (i) to the extent that the allegations are against them:
 - (1) where the 2009 Agreement applied to them, their employees were entitled to the benefit of cl 11 of the 2009 Agreement;
 - (2) where the Award applied to them, its employees were entitled to the benefit of cl 27.1 of the Award (prior to 28 July 2022) or cl 14 of the Award (on and from 28 July 2022); and
 - (3) they refer to and repeat paragraph 56(b) herein and otherwise deny paragraph 90; and
 - (ii) they otherwise do not plead to paragraph 90 because it contains no allegation of material fact against them.
91. As to paragraph 91:
 - (a) Southern Restaurants does not plead to paragraph 91 because it contains no allegation of material fact against it; and

- (b) Jasard, Jet, and Southern Sun each say:
 - (i) to the extent that the allegations are against them:
 - (1) they refer to and repeat paragraph 56(b) herein; and
 - (2) otherwise deny paragraph 91; and
 - (ii) they otherwise do not plead to paragraph 91 because it contains no allegation of material fact against them.

92. As to paragraph 92:

- (a) Southern Restaurants does not plead to paragraph 92 because it contains no allegation of material fact against it; and
- (b) Jasard, Jet, and Southern Sun each say:
 - (i) to the extent that the allegations are against them, they deny paragraph 92; and
 - (ii) they otherwise do not plead to paragraph 92 because it contains no allegation of material fact against them.

93. As to paragraph 93:

- (a) Southern Restaurants does not plead to paragraph 93 because it contains no allegation of material fact against it; and
- (b) Jasard, Jet, and Southern Sun each say:
 - (i) to the extent that the allegations are against them, they deny paragraph 93
 - (ii) they otherwise do not plead to paragraph 93 because it contains no allegation of material fact against them.

94. As to paragraph 94:

(a) they do not plead to paragraphs 94(a), (c), (d), (e), (f) and (g) because they contain no allegation of material fact against them;

(b) as to paragraph 94(b):

(i) Southern Restaurants denies paragraph 94(b); and

(ii) Jasad, Jet, and Southern Sun do not plead to paragraph 94(b) because it contains no allegation of material fact against them; and

(c) as to paragraph 94(h):

(i) Southern Restaurants does not plead to paragraph 94(h) because it contains no allegation of material fact against it; and

(ii) Jasad, Jet, and Southern Sun:

(1) to the extent that the allegations are against them, deny paragraph 94(h); and

(2) otherwise do not plead to paragraph 94(h) because it contains no allegation of material fact against them.

E. ALLEGED FRANCHISOR 558B CONTRAVENTIONS

The KFC System

95. They do not plead to paragraph 95 because it contains no allegation of material fact against them.

96. They do not plead to paragraph 96 because it contains no allegation of material fact against them.

Franchise Agreements

97. They do not plead to paragraph 97 because it contains no allegation of material fact against them.
98. They do not plead to paragraph 98 because it contains no allegation of material fact against them.

KFC prescriptions and supervision

99. They do not plead to paragraph 99 because it contains no allegation of material fact against them.
100. They do not plead to paragraph 100 because it contains no allegation of material fact against them.
101. They do not plead to paragraph 101 because it contains no allegation of material fact against them.
102. They do not plead to paragraph 102 because it contains no allegation of material fact against them.
103. They do not plead to paragraph 103 because it contains no allegation of material fact against them.
104. They do not plead to paragraph 104 because it contains no allegation of material fact against them.
105. They do not plead to paragraph 105 because it contains no allegation of material fact against them.
106. They do not plead to paragraph 106 because it contains no allegation of material fact against them.
107. They do not plead to paragraph 107 because it contains no allegation of material fact against them.

Training and audits

108. They do not plead to paragraph 108 because it contains no allegation of material fact against them.
109. They do not plead to paragraph 109 because it contains no allegation of material fact against them.
110. They do not plead to paragraph 110 because it contains no allegation of material fact against them.
111. They do not plead to paragraph 111 because it contains no allegation of material fact against them.
112. They do not plead to paragraph 112 because it contains no allegation of material fact against them.
113. They do not plead to paragraph 113 because it contains no allegation of material fact against them.
114. They do not plead to paragraph 114 because it contains no allegation of material fact against them.
115. They do not plead to paragraph 115 because it contains no allegation of material fact against them.
116. They do not plead to paragraph 116 because it contains no allegation of material fact against them.

Characteristics of the employees

117. They do not plead to paragraph 117 because it contains no allegation of material fact against them.
118. They do not plead to paragraph 118 because it contains no allegation of material fact against them.

119. They do not plead to paragraph 119 because it contains no allegation of material fact against them.

120. They do not plead to paragraph 120 because it contains no allegation of material fact against them.

Relationship between KFCPL and Franchisees

121. They do not plead to paragraph 121 because it contains no allegation of material fact against them.

122. They do not plead to paragraph 122 because it contains no allegation of material fact against them.

123. They do not plead to paragraph 123 because it contains no allegation of material fact against them.

Franchisor contraventions

124. Save to refer to and repeat each denial of each Franchisee Contravention alleged against them, they otherwise do not plead to paragraph 124 because it contains no allegation of material fact against them.

125. Save to refer to and repeat each denial of each Franchisee Contravention alleged against them, they otherwise do not plead to paragraph 125 because it contains no allegation of material fact against them.

126. They do not plead to paragraph 126 because it contains no allegation of material fact against them.

127. As to paragraph 127 they:

- (a) refer to and repeat their pleading to each cross-referred paragraph;

- (b) refer to and repeat each denial of each Franchisee Contravention alleged against them; and
- (c) otherwise do not plead to paragraph 127 because it contains no allegation of material fact against them.

128. As to paragraph 128 they:

- (a) refer to and repeat their pleading to each cross-referred paragraph;
- (b) refer to and repeat each denial of each Franchisee Contravention alleged against them; and
- (c) otherwise do not plead to paragraph 128 because it contains no allegation of material fact against them.

F. RELIEF CLAIMED

129. They do not plead to paragraph 129 because it contains no allegation of material fact against them.

130. As to paragraph 130 they:

- (a) refer to and repeat each denial of each Franchisee Contravention alleged against them;
- (b) deny that the Applicants are entitled to the relief claimed as against them, or to any other relief as against them; and
- (c) otherwise do not plead to paragraph 128 because it contains no allegation of material fact against them.

MATTHEW FOLLETT SC
NICO BURMEISTER

Date: ~~11 June~~ 12 August 2024



.....
HR LEGAL

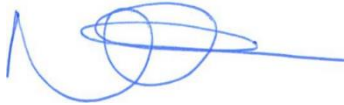
Lawyers for the Third, Twenty-Eighth,
Twenty-Ninth, and Fifty-Ninth
Respondents

Certificate of lawyer

I Nikola Maria Prestia certify to the Court that, in relation to the defence filed on behalf of the Third, Twenty-Eighth, Twenty-Ninth, and Fifty-Ninth 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: ~~11 June~~ 12 August 2024



Signed by Nikola Maria Prestia

HR LEGAL

Lawyer for the Third, Twenty-Eighth,
Twenty-Ninth, and Fifty-Ninth Respondents