

NOTICE OF FILING

Details of Filing

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File Number: NSD507/2026
File Title: JACQUELINE ELLEN HENDERSON & ANOR v COMMONWEALTH
BROADCASTING CORPORATION PTY LTD (ACN 000 019 796) & ANOR
Registry: NEW SOUTH WALES 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.

Statement of claim



No. of 2026

Federal Court of Australia
District Registry: New South Wales
Division: Fair Work

Jacqueline Ellen Henderson and another
Applicants

Commonwealth Broadcasting Corporation Pty Ltd (ACN 000 019 796) and another
Respondents

A. THE PARTIES

1. The First Applicant, Jacqueline Ellen Henderson (**Ms Henderson**):
 - (a) is an individual, capable of suing in her own name;
 - (b) was at all material times an employee of the Second Applicant; and
 - (c) was at all material times a co-presenter of a live broadcast breakfast radio show on the First Respondent's commercial radio stations in Sydney and Melbourne.
2. The Second Applicant, Henderson Media Pty Ltd (ACN 108 332 725) (**Henderson Media**):
 - (a) is a company incorporated under the *Corporations Act 2001* (Cth) and able to sue in its corporate name;
 - (b) was at all material times the personal services company of Ms Henderson; and
 - (c) was at all material times in the business of providing Ms Henderson's services to the First Respondent.

Filed on behalf of (name & role of party) Jacqueline Ellen Henderson and Henderson Media Pty Ltd, the Applicants

Prepared by (name of person/lawyer) Peta Cherie Tumpey

Law firm (if applicable) HWLE Lawyers

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(include state and postcode)

3. The First Respondent, Commonwealth Broadcasting Corporation Pty Ltd (ACN 000 019 796) (**CBC**):
 - (a) is a company incorporated under the *Corporations Act 2001* (Cth) and able to be sued in its corporate name;
 - (b) is in the business of conducting a commercial radio station, titled KIIS FM on the frequency 106.5mhz in Sydney, and on the frequency 101.1mhz in Melbourne (**the Radio Stations**);
 - (c) was at all material times the live broadcaster of a breakfast radio show in Sydney and Melbourne co-presented by Ms Henderson.
4. The Second Respondent, ARN Media Ltd (ACN 008 637 643) (**ARN**):
 - (a) is a company incorporated under the *Corporations Act 2001* (Cth) and able to be sued in its corporate name;
 - (b) is a company listed on the Australian Securities Exchange with the ticker code A1N;
 - (c) is the ultimate holding company of CBC; and
 - (d) at all material times exercised control of the business affairs of CBC.

B. THE AGREEMENT

5. On 30 October 2023, Ms Henderson, Henderson Media and CBC entered into a contract for services.

Particulars

- (A) The contract for services was the Broadcast Services Agreement dated 30 October 2023 (**Agreement**).

6. Pursuant to the Agreement, Henderson Media was to provide Ms Henderson's services as a presenter on the Radio Stations.

Particulars

- (A) Clause 5.1 of the Agreement.

7. As a consequence of the Agreement:
 - (a) CBC was a person who had entered into a contract for services with Henderson Media;
 - (b) Henderson Media was an independent contractor; and
 - (c) Ms Henderson was a person employed by Henderson Media.
8. It was an express term of the Agreement that Henderson Media and Ms Henderson agreed to provide CBC with services (specified in paragraphs 9 to 11(A) below).

Particulars

(A) Clause 5.1(a) of the Agreement.

9. It was an express term of the Agreement that the services required to be provided were the 'Program Services'.

Particulars

(A) Clause 5.1(a) of the Agreement.

10. It was an express term of the Agreement that the 'Program Services' was the provision of Ms Henderson to perform live broadcast services for:
 - (a) a breakfast program for the Radio Stations (**Breakfast Show**) to be presented by:
 - (i) Ms Henderson and Mr Sandilands; or
 - (ii) Ms Henderson and another co-host, to be agreed between Ms Henderson, Henderson Media, and CBC, and/or
 - (b) other broadcast (whether live or pre-recorded) on any radio station that Ms Henderson agrees to perform in addition to or in substitution for the Breakfast Show,

(the **Program**).

Particulars

(A) Clauses 1.1, 5.1(a), and Schedule 1 – Item 4 of the Agreement.

11. It was an express term of the Agreement that the 'Program Services' could be provided by Henderson Media and Ms Henderson in a live broadcast radio program that did not include Mr Sandilands.

Particulars

- (A) Clauses 1.1, 5.1(a), and Schedule 1 – Item 4 of the Agreement.

12. It was an express term of the Agreement that the 'Program Services' is the provision of Ms Henderson to present live broadcast services on the Radio Stations in connection with the Program, all preparation work necessary for the preparation of the Program, and other services reasonably required by CBC in relation to live broadcast services and publicity for the live broadcast services and for CBC.

Particulars

- (A) Clause 1.1 of the Agreement.

C. PRIOR COMPLAINTS

13. On 20 August 2025, Ms Henderson performed the broadcast services required under the Agreement.
14. During the 20 August 2025 broadcast, Ms Henderson's co-presenter, Kyle Sandilands (**Mr Sandilands**) made offensive and degrading comments on-air about Ms Henderson's character and personal dating life.

Particulars

- (A) Mr Sandilands referred to "*...all of your psycho-babble...*" in relation to Ms Henderson's comments on-air;
- (B) Mr Sandilands remarked, "*...why does it have to be some weird, psychological bullshit*", and later stated, "*...that's mental*";
- (C) Mr Sandilands remarked, "*...I am worried about you on another note, that you'll never find anyone because there is, all of these requirements that you have...*";
- (D) Ms Henderson said, "*...don't attack me,*" to which Mr Sandilands replied, "*This is talking, this isn't attacking...you need to drop all the hype words...*".
- (E) Mr Sandilands remarked, "*Your real is not everyone's real*";

- (F) Mr Sandilands remarked, *"Why don't you just get rid of all of this rubbish that you've learnt...and go out and date and let everyone be free..."*;
 - (G) Mr Sandilands said to Ms Henderson, *"...keep saying the same bullshit statement that no one understands..."*;
 - (H) Ms Henderson said, *"you're pushing me too far"*, and momentarily left the show;
 - (I) Mr Sandilands remarked to Brooklyn Ross, Breakfast Show team member, *"all those books but no idea"* in relation to Ms Henderson's comments on anxiety; and
 - (J) Mr Sandilands referred to Ms Henderson's *"period time"*.
15. On 20 August 2025, after momentarily leaving the live broadcast, Ms Henderson spoke to Derek Bargwanna, Head of KIIS Network (**Mr Bargwanna**), and Ms Natalie Penfold, Executive Producer, who went to see her after she left the studio, about the matters pleaded at paragraph 14 above.
 16. On 10 September 2025, Ms Henderson performed the broadcast services required under the Agreement.
 17. During the 10 September 2025 broadcast, Ms Henderson and Mr Sandilands had an argument on air, where words used by Mr Sandilands are "dumped" by the censor provided by CBC.
 18. On 10 September 2025, Ms Henderson sent a text message to Mr Bargwanna and said that *"[she] will not be spoken to the way [she] was (particularly off air)..."*.

Particulars

- (A) Text message from Ms Henderson to Mr Bargwanna on 10 September 2025 at 6:23 am.
19. On 10 September 2025, Ms Henderson received a text message from Mr Bargwanna in which he said, *"kyle is going to try and call you on air to share good news he lost weight. he wants to be your friend again etc"*.

Particulars

- (A) Text message from Mr Bargwanna to Ms Henderson on 10 September 2025 at 8:07 am.

20. On 11 September 2025, Ms Henderson received a text message from Mr Bargwanna in which he asked, "... *Just checking in. All ok today?*".

Particulars

- (A) Text message from Mr Bargwanna to Ms Henderson on 11 September 2025 at 7:10 am.

21. On 11 September 2025, Ms Henderson sent a text message to Mr Bargwanna, in response, and said, "*Yeah it's fine today. But let's make sure Hamish [McLennan] and Ciaran [Davis] start to think about how to address this. We are getting a lot of complaints from listeners, calling it an abusive relationship, women especially. I can send you though some [of] the examples.*"

Particulars

- (A) Text message from Ms Henderson to Mr Bargwanna on 11 September 2025 at or about 7:10 am.

22. On 11 September 2025, Ms Henderson received a text message from Mr Bargwanna, in reply, in which he said, "*Don't worry, i'm all over that with C and H. Had two chats yest [sic] with them...*".

Particulars

- (A) Text message from Mr Bargwanna to Ms Henderson on 11 September 2025 at or about 7:10 am.

D. THE COMPLAINT LETTER

23. On 20 February 2026, Ms Henderson performed the broadcast services required under the Agreement.
24. During the 20 February 2026 broadcast, Mr Sandilands made comments on-air about Ms Henderson's character, reputation, professional standing, and Ms Henderson's ability to perform her services.

Particulars

- (A) Mr Sandilands made comments that Ms Henderson had a "*fixation*" with astrology that made her "*almost unworkable*";

- (B) Mr Sandilands made comments that Ms Henderson is "*off with the fairies with this shit, it's mental*" and "*every segment every time you've spoken, you're off with the... you don't even know what's going on*";
 - (C) Ms Henderson advised Mr Sandilands that she was offended by his comments, to which he replied "*Well, too bad if you are*";
 - (D) Mr Sandilands made comments that Ms Henderson was "*not doing the rest of the job and everyone in this building has mentioned it to me, and I've just said I'm not getting involved. That's a management position I've got no problem*";
 - (E) Mr Sandilands made comments that "*this is constant, you don't know what the [censored] you're doing all the time because you are looking at that phone playing in the stars and it's ridiculous*";
 - (F) Mr Sandilands made comments implying that as a consequence of Mr Sandilands' relationship with Ms Henderson, that he had liberty to engage in bullying conduct towards her such as "*Oh, for Christ's sake you know the - I'm not married to you I don't have to buy into all this backwards and forwards you're a this, you're a this, you're a that, I'm not interested*";
 - (G) Mr Sandilands made comments that "*... you're off with the fairies, you're unfocused, you don't give a shit*" and when Ms Henderson said he was saying she was "*not doing her job well*", Mr Sandilands replied "*that is correct, you're not*"; and
 - (H) Mr Sandilands made comments that "*you can't start crying about it, it's not that big a deal*".
25. During the 20 February 2026 broadcast, Ms Henderson's co-presenter, Mr Sandilands, swore at Ms Henderson.

Particulars

- (A) "*... this shit is mental...*";
- (B) "*... you don't know what the [censored] you're doing all the time...*";
- (C) "*Oh, for Christ's sake...*"; and

(D) “... *you don’t give a shit...*”.

26. During the 20 February 2026 broadcast, Ms Henderson was visibly and audibly upset by Mr Sandilands’ conduct.
27. During the 20 February 2026 broadcast, Ms Henderson said that she was hurt and offended by Mr Sandilands’ conduct.
28. CBC did not attempt to intervene and did not otherwise stop Mr Sandilands engaging in the conduct identified in paragraphs 24 and 25 above.
29. On 21 February 2026, in response to text messages from Michael Stephenson, Chief Executive Officer (**Mr Stephenson**) and Kerri Elstub, Chief Content Officer (**Ms Elstub**), Ms Henderson sent a text message to Mr Stephenson and Ms Elstub, in which Ms Henderson:
 - (a) described Mr Sandilands’ conduct on 20 February 2026 as “*unfair, inappropriate and completely unprovoked*”;
 - (b) asked how the conversation with Mr Sandilands went; and
 - (c) asked whether anything has been put in place “*around boundaries and expectations moving forward*”.

Particulars

- (A) Text message from Ms Henderson to Mr Stephenson, Ms Elstub and Gemma O’Neill, Ms Henderson’s manager, on 21 February 2026 at or about 1.56 pm.
30. On 26 February 2026, Ms Henderson’s and Henderson Media’s solicitors, HWLE Lawyers (**HWLE**), wrote to CBC and Australian Radio Network Pty Ltd.

Particulars

- (A) Letter from HWLE to Mr Stephenson dated 26 February 2026 (**Complaint Letter**).
31. The Complaint Letter identified the facts pleaded in paragraphs 24, 25, 26, and 27 above.
32. The Complaint Letter stated that Ms Henderson had, on previous occasions, notified CBC of Mr Sandilands’ bullying.

33. The Complaint Letter stated that as a result of the facts pleaded in paragraphs 24, 25, 26, 27 and 32, CBC had not acted in compliance with their obligations to provide a safe place of work.
34. The Complaint Letter identified CBC's obligations under the *Work Health and Safety Act 2011* (NSW) (**WHS Act**) to minimise risks to the health and safety of its workers, including in relation to psychosocial hazards in the workplace.
35. The Complaint Letter stated that CBC had not implemented any control measures to minimise the risk to Ms Henderson.
36. The Complaint Letter stated that, as a result of the matters pleaded above at paragraphs 33 to 35, Ms Henderson could not continue to work with Mr Sandilands.
37. The Complaint Letter stated that Ms Henderson was willing to continue with the Agreement, but required CBC to propose an alternative to the Breakfast Show.

E. EXERCISE OF WORKPLACE RIGHTS

38. The Complaint Letter identified that Ms Henderson had an entitlement to the benefit of a workplace where safety risks (including psychosocial safety risks) were assessed, controlled, and otherwise eliminated or minimised to ensure the health and safety of Ms Henderson.
39. The Complaint Letter specified that Ms Henderson and Henderson Media reserved their right to make a report to SafeWork NSW.
40. The Complaint Letter identified that Ms Henderson had the ability to initiate a claim for relief to address bullying in the workplace under the *Fair Work Act 2009* (Cth) (**FW Act**).
41. By reason of the fact pleaded in paragraph 38, Ms Henderson exercised a workplace right concerning an entitlement to the benefit of a workplace law, being the WHS Act, for the purpose of section 341(1)(a) of the FW Act.
42. By reason of the fact pleaded in paragraph 39, Ms Henderson proposed to exercise a workplace right, being the ability to initiate or participate in a process under the WHS Act, for the purpose of section 341(1)(b) of the FW Act.
43. By reason of the fact pleaded in paragraph 40, Ms Henderson proposed to exercise a workplace right, being the ability to initiate a process or proceeding under Part 6-4B of the FW Act, for the purpose of section 341(1)(b) of the FW Act.

F. FW ACT CLAIM

44. On 3 March 2026, CBC's solicitors, Herbert Smith Freehills Kramer (**HSFK**), wrote to HWLE.

Particulars

- (A) Letter from HSFK to HWLE dated 3 March 2026 (**Repudiation Letter**).
45. The Repudiation Letter alleged that Ms Henderson and Henderson Media repudiated the Agreement by reason of the Complaint Letter.
46. The Repudiation Letter advised that CBC had elected to terminate the Agreement with immediate effect on the basis of alleged repudiation by Ms Henderson and Henderson Media.
47. By reason of the facts pleaded in paragraphs 7 and 46, CBC engaged in adverse action within the meaning of section 342(1) – Item 3(a) of the FW Act.
48. CBC terminated the Agreement with immediate effect because of (or for reasons that included) the facts pleaded in paragraphs 38 to 43 above.
49. By reason of the facts pleaded in paragraphs 47 and 48 above, CBC contravened section 340 of the FW Act.
50. By reason of CBC's contravention of section 340 of the FW Act, Ms Henderson and Henderson Media have suffered loss and damage.

Particulars

- (A) Loss of fees payable under the Agreement, being at least \$82,250,000 (not including GST);
- (B) Loss of opportunity to earn a share of Radio Station Revenue (as defined in the Agreement), fees for Talent Requests (as defined in the Agreement) and receive contra airtime (as referred to in the Agreement) under the Agreement;
- (C) Damage to Ms Henderson's reputation, career, and professional standing; and
- (D) Ms Henderson's pain, suffering, hurt, humiliation and distress.

51. In the premises, CBC is liable to:
- (a) compensate Ms Henderson and Henderson Media pursuant to section 545 of the FW Act;
 - (b) to pay interest pursuant to section 547 of the FW Act; and
 - (c) the imposition of a penalty pursuant to section 546 of the FW Act.

G. CONTRACT CLAIM

52. It was an express term of the Agreement that CBC could terminate the Agreement by notice in writing if, and only if, specific events occurred.

Particulars

- (A) Clause 17.1 of the Agreement.
 - (B) The specific events are specified in clause 17.1(a) to (j) of the Agreement, subject to the exceptions in clause 17.1(i) to (iv) of the Agreement.
53. The Complaint Letter did not evince an intention on the part of Ms Henderson and Henderson Media to resile from their obligations under the Agreement.
54. The Complaint Letter sought that CBC take action in respect of the facts pleaded in paragraph 24 to 27, and 32 to 35, and identified the facts pleaded in paragraphs 41 to 43 above.
55. By reason of the facts pleaded in paragraphs 10(a)(ii), 10(b) and 37 above, the Complaint Letter sought that the 'Program Services' and the Program be delivered by Ms Henderson on a program other than the Breakfast Show.
56. By reason of the facts pleaded in paragraph 55 above, the Complaint Letter asserted a position consistent with the terms of the Agreement.
57. By reason of the facts pleaded in paragraphs 8 to 12, and 53 to 56 above, Ms Henderson and Henderson Media did not repudiate the Agreement.
58. By sending the Repudiation Letter, CBC did not terminate the Agreement pursuant to the terms of the Agreement pleaded in paragraphs 52 above.
59. By reason of the fact pleaded in paragraph 58 above, CBC repudiated the Agreement.

60. On 4 March 2026, HWLE wrote to HSFK, and identified the facts pleaded in paragraphs 53 to 59, and invited CBC to rescind its purported termination of the Agreement.

Particulars

- (A) Letter from HWLE to HSFK dated 4 March 2026.

61. On 9 March 2025, HSFK wrote to HWLE, in which CBC declined to rescind the purported termination of the Agreement.

Particulars

- (A) Letter from HSFK to HWLE dated 9 March 2026.

62. By reason of CBC's repudiation of the Agreement, Ms Henderson and Henderson Media have suffered loss and damage.

Particulars

- (A) Loss of fees payable under the Agreement, being at least \$82,250,000 (not including GST);
- (B) Loss of opportunity to earn a share of Radio Station Revenue (as defined in the Agreement), fees for Talent Requests (as defined in the Agreement) and receive contra airtime (as referred to in the Agreement) under the Agreement.

H. MISLEADING OR DECEPTIVE CONDUCT CLAIM

63. On 3 March 2026, ARN made a disclosure to the Australian Securities Exchange pursuant to section 674 of the *Corporations Act 2001* (Cth) (**Announcement**).

Particulars

- (A) The Announcement was titled 'The Kyle & Jackie O show' and was dated 3 March 2026.

64. The Announcement was authorised by the board of directors of ARN, and is conduct on behalf of ARN.
65. The Announcement was publicly published on the Australian Securities Exchange's website and ARN's website.

66. The Announcement was made in the course of ARN's trade or commerce business activities.
67. The Announcement represented "... *that Ms Jacqueline Henderson has given notice that she "cannot continue to work with Mr Kyle Sandilands". ...*" (**Notice Representation**).
68. The Notice Representation:
- (a) conveyed to a reasonable person that Ms Henderson evoked a formal right to give notice by way of the Complaint Letter;
 - (b) conveyed to a reasonable person that Ms Henderson had initiated the termination of the Agreement by way of the Complaint Letter; and/or
 - (c) conveyed to a reasonable person that Ms Henderson had indicated an intention to no longer perform the services specified under the Agreement by way of the Complaint Letter.
69. The Notice Representation was misleading or deceptive, or was likely to mislead or deceive, because:
- (a) Ms Henderson did not provide any 'notice' by way of the Complaint Letter;
 - (b) the facts pleaded in paragraph 68 above would lead a reasonable person to believe that Ms Henderson had engaged in conduct that was untrue; and/or
 - (c) in the alternative to paragraph 69(b) above, the Announcement failed to disclose any material context of the matters specified in the Complaint Letter.
70. The Announcement additionally represented that "... *ARN has also offered to Ms Henderson the possibility of an alternative show on the ARN network.*" (**Alternate Show Representation**).
71. The Alternate Show Representation:
- (a) conveyed to a reasonable person that on or prior to 3 March 2026, ARN had made an offer or proposal for Ms Henderson to present an alternate show on ARN's network of radio stations; and
 - (b) conveyed to a reasonable person that on or prior to 3 March 2026, ARN had made a legal offer capable of acceptance by Ms Henderson.

72. The Alternate Show Representation was misleading or deceptive, or was likely to mislead or deceive, because the facts pleaded in paragraph 71 above:
- (a) would lead a reasonable person to believe that ARN had engaged in conduct that was untrue; and/or
 - (b) are inconsistent with the only communication made by ARN and/or CBC to Ms Henderson and Henderson Media, prior to the Announcement being made, being the Repudiation Letter.
73. By reason of the facts pleaded in paragraphs 63 to 72 above, ARN contravened section 18 of the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).
74. By reason of the fact pleaded in paragraph 73 above, Ms Henderson and Henderson Media have suffered loss and damage.

Particulars

- (A) Damage to Ms Henderson's reputation, career, and professional standing.

I. RELIEF CLAIMED

75. In the premises set out in paragraphs 49 and 50 above, Ms Henderson and Henderson Media seek:
- (a) a declaration that CBC contravened section 340 of the FW Act;
 - (b) an order pursuant to section 545 of the FW Act that CBC pay Ms Henderson and Henderson Media compensation for the loss and damage they have suffered by reason of CBC's contravention of section 340 of the FW Act;
 - (c) an order pursuant to section 547 of the FW Act for interest on the amount determined in paragraph 75(b);
 - (d) an order pursuant to s 546 of the FW Act that CBC pay a pecuniary penalty as a consequence of its contravention of section 340 of the FW Act; and
 - (e) an order pursuant to s 546(3) of the FW Act that the pecuniary penalties referred to paragraph 75(d) above be paid to Ms Henderson.

76. In the premises set out in paragraphs 53 to 62 above, Ms Henderson and Henderson Media seek:

- (a) a declaration that CBC repudiated the Agreement;
- (b) an order that CBC pay Ms Henderson and Henderson Media compensation for the loss and damage they have suffered by reason of CBC's repudiation of the Agreement; and
- (c) an order pursuant to section 51A of the *Federal Court of Australia Act 1976* (Cth) that CBC pay pre-judgment interest on the amount determined in paragraph 76(b) above.

77. In the premises set out in paragraphs 63 to 74 above, Ms Henderson and Henderson Media seek:

- (a) a declaration that ARN contravened section 18 of the Australian Consumer Law;
- (b) an order pursuant to sections 236 and 237 of the Australian Consumer Law that ARN pay Ms Henderson and Henderson Media compensation for the loss and damage they have suffered by reason of ARN's contravention of section 18 of the Australian Consumer Law; and
- (c) an order pursuant to section 51A of the *Federal Court of Australia Act 1976* (Cth) pre-judgment interest on the amount determined in paragraph 77(b) above.

78. Ms Henderson and Henderson Media seek costs.

79. Ms Henderson and Henderson Media seek any further or other order as the Court deems fit.

Date: 30 March 2026



Signed by Peta Cherie Tumpey
Lawyer for the Applicants

This pleading was prepared by Vanja Bulut of counsel.

Certificate of lawyer

I, Peta Tumpey 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: 30 March 2026

A handwritten signature in black ink, appearing to be 'Peta Tumpey', written in a cursive style.

Signed by Peta Cherie Tumpey
Lawyer for the Applicants