

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.



Reply

No. NSD507 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

Except in so far as it contains admissions, the Applicants join issue with the Defence filed by the Respondents on 21 April 2025. The Applicants further reply as follows.

1. As to paragraph 5(b)(v) of the Defence, the Applicants:
 - a. rely on clause 5 of the Henderson BSA;
 - b. say that:
 - i. the Henderson BSA is titled "Broadcast Services Agreement" (emphasis added); and
 - ii. on the proper construction of the Henderson BSA, the commercial purpose or object that the parties (objectively construed) mutually intended to be secured by (amongst other terms) clause 5.1 of the Henderson BSA was to obtain Ms Henderson's presentation of a radio program, and
 - c. further say that, in the premises of (b) above, the Henderson BSA is a contract for services, for the purposes of s 342(1) of the FW Act.

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

Tel +61 2 9334 8894 Fax _____

Email ptumpey@hwle.com.au slambros@hwle.com.au rlduffy@hwle.com.au

Address for service Level 9, 5 Martin Place, Sydney NSW 2000
(include state and postcode)

2. As to paragraph 7(d) of the Defence, the Applicants rely on cl 3 of the Henderson BSA which states that:

NATURE OF RELATIONSHIP

- (a) *The Contractor is engaged by the Company as an independent contractor to provide the Program Services and the Contractor warrants that its relationship with the Company is that of an independent contractor and principal.*
- (b) *The Contractor agrees that nothing in this Agreement constitutes the Contractor or any other person engaged by the Contractor (including the Presenter) in any capacity, to be an employee, agent or partner of the Company or any Related Body Corporate.*
- (c) *Subject to the terms of this Agreement, the parties acknowledge that the Contractor is solely responsible for controlling the manner in which it provides the Program Services under this Agreement.*

3. As to paragraph 22(b)(iii) of the Defence, the Applicants:
- a. deny the subparagraph; and
 - b. say that, to the extent that the Respondents took any steps to investigate or address the complaint made by Ms Henderson on 11 September 2025 (as pleaded at paragraph 21 of the Statement of Claim) between 11 September 2025 and 8 December 2025, no such steps were notified to Ms Henderson, nor was she involved in any such investigation.
4. As to paragraph 28(b)(ii) of the Defence, the Applicants:
- a. deny the subparagraph; and
 - b. rely on the steps ultimately taken by CBC in terminating the Quasar BSA.
5. As to paragraph 28(b)(iii) and (iv) of the Defence, the Applicants:
- a. say that the duties owed by CBC pursuant to the *Work Health and Safety Act 2011* (NSW) (**WHS Act**) are independent of any duties owed by Henderson Media, and any other party; and

Particulars

(A) Section 16 of the WHS Act.

- b. further say that the duties owed by CBC pursuant to the WHS Act are non-delegable.

Particulars

(A) Section 14 of the WHS Act.

(B) Section 272 of the WHS Act.

6. As to paragraph 28(b)(v) of the Defence, the Applicants deny that Brooklyn Ross, ARN employee, or any other staff member present, attempted to or did successfully intervene in Mr Sandilands' bullying and other unwanted conduct towards Ms Henderson on 20 February 2026.
7. As to paragraph 28(b)(xiii) of the Defence, the Applicants:
- a. rely on the email of 20 February 2026, from Ms Reeves, for its full force, meaning and effect; and
- b. say that the "steps" that ARN was allegedly taking were not communicated to the Henderson Parties, and are not otherwise pleaded in the Defence.
8. As to paragraphs 47(b) and 48(c)(i) of the Defence, the Applicants refer to and repeat paragraphs 1 and 2 above.

Date: 4 May 2026



Signed by Peta Cherie Tumpey
Lawyer for the Applicants

This pleading was prepared by Vanja Bulut of counsel and Peta Cherie Tumpey, lawyer for the Applicants.

Certificate of lawyer

I, Peta Cherie Tumpey certify to the Court that, in relation to the reply filed on behalf of the Applicants, 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: 4 May 2026

A handwritten signature in black ink, appearing to be 'PCT', written over a faint circular stamp.

Signed by Peta Cherie Tumpey
Lawyer for the Applicants