

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: 7/04/2026 4:30:29 PM AEST
Date Accepted for Filing: 7/04/2026 4:30:35 PM AEST
File Number: NSD442/2026
File Title: KYLE DALTON SANDILANDS & ORS 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. NSD442 of 2026

Federal Court of Australia
District Registry: New South Wales
Division: General

KYLE DALTON SANDILANDS and others

Applicants

COMMONWEALTH BROADCASTING CORPORATION PTY LTD and another

Respondents

Parties

1. The First Applicant (**Mr Sandilands**) is a natural person who is capable of suing in his own name.
2. The Second Applicant (**Quasar**) is a company capable of suing in its corporate name.
3. The Third Applicant (**Quasar IP**) is a company capable of suing in its corporate name.
4. The First Respondent (**CBC**) is a company capable of being sued in its corporate name.
5. The Second Respondent (**ARN**) is a company capable of being sued in its corporate name.

The Broadcast Services Agreement and CBC's rights to terminate that agreement

6. On or about 21 November 2023, Quasar and CBC concluded a contract (**Broadcast Services Agreement** or **BSA**) for a term ending on 31 December 2035 pursuant to which CBC engaged Quasar to provide certain services described as the "**Program Services**" including the provision of broadcast material of Mr Sandilands in connection with a breakfast program for the radio station known as "**KIIS FM**" to be presented by Mr Sandilands and **Ms** Jacqueline Ellen **Henderson** or other co-host determined in accordance with the BSA and titled "The Kyle and Jackie O Show" or as otherwise approved in writing by Quasar (**Program**).

Particulars

Filed on behalf of (name & role of party) Applicants
Prepared by (name of person/lawyer) Kevin Lynch
Law firm (if applicable) Johnson Winter Slattery
Tel +61 2 8274 9555 Fax +61 2 8274 9500
Email kevin.lynch@jws.com.au and joseph.elhagg@jws.com.au
Address for service Level 14, 50 Bridge Street, Sydney NSW 2000
(include state and postcode)

Broadcast Services Agreement cl 2(a) and definition of “*Program Services*” and “*Program*” in cl 1.1.

7. It is a term of the BSA that, subject to the term pleaded in paragraph 9 of this document, CBC may (by notice in writing to Quasar) immediately terminate the BSA if Mr Sandilands commits an act of serious misconduct which affects or compromises the Program Services by causing serious and imminent injury to the CBC’s business, having been given a reasonable opportunity by notice in writing referring specifically to cl 17.1 of the BSA (not exceeding 14 days) to remedy same (where it is capable of being remedied).

Particulars

BSA cl 17.1(a)(ii).

8. It is a term of the BSA that, subject to the term pleaded in paragraph 9 of this document, CBC may (by notice in writing to Quasar) immediately terminate the BSA if Quasar (including through the actions of Mr Sandilands) commits a serious or persistent breach or non-observance of any of the terms of the BSA, having been given written notice of the relevant breach and a reasonable opportunity (not exceeding 14 days) to remedy same where it is capable of being remedied.

Particulars

BSA cl 17.1(b).

9. It is a term of the BSA that, despite anything to the contrary in the BSA, Quasar and Mr Sandilands shall not be in breach of the BSA, nor shall CBC have any rights against Quasar or Mr Sandilands under the BSA, arising out of any material prepared or presented by Mr Sandilands under the BSA, unless all of the below are satisfied:
- (a) the material was actually publicly exploited under the BSA; and
 - (b) Mr Sandilands had actual knowledge that the material would, or was likely to, breach a term of the BSA or give rise to a Claim; and
 - (c) the aspect of the material that would, but for this provision, breach the BSA or give rise to a Claim could not have been known by the Censor or the legal clearance personnel of CBC privy to the material prior to its exploitation; and
 - (d) the material was not of the type referred to in cll 17.1(j) or 17.1(k) of the BSA.

Particulars

BSA cl 5.5 and definition of “*Claim*” in cl 1.1.

The Co-Presenter

10. It is a term of the BSA that CBC warrants that it will enter into a broadcasting services agreement for the services of Ms Henderson to be provided to CBC for the Program during the term of the BSA.

Particulars

BSA cl 2A(a).

11. On or about 30 October 2023, CBC entered into a broadcasting services agreement for the services of Ms Henderson to be provided to CBC for the Program (**Henderson BSA**).
12. On or about 3 March 2026, CBC terminated or purported to terminate the Henderson BSA and thereafter treated the Henderson BSA as having been terminated.

The Purported Notice to remedy and Purported Termination

13. On 3 March 2026, CBC gave Quasar and Mr Sandilands a notice in writing styled "*Notification of Breach and Direction to Remedy*" (**Purported Notice**).
14. The Purported Notice:
- (a) stated that CBC considered that certain comments that Mr Sandilands made to and about Ms Henderson in the course of the broadcast of the Program on 20 February 2026 (**Impugned Conduct**) constituted Mr Sandilands committing an act of serious misconduct which affected or compromised the Program Services by causing serious and imminent injury to CBC's business;
 - (b) stated that the serious and imminent injury to CBC's business that CBC considered was caused by the Impugned Conduct was Ms Henderson's alleged refusal to ever present with Mr Sandilands again;
 - (c) purported to be a notice in writing for the purposes of cl 17.1(a) of the BSA to remedy the Impugned Material within 14 days;
 - (d) stated that CBC also considered that the Impugned Conduct constituted Quasar committing a serious or persistent breach or non-observance of cll 5.2, 5.3(a), 5.3(h) and 5.3(l) of the BSA;
 - (e) purported to be a notice in writing for the purposes of cl 17.1(b) of the BSA to remedy the Impugned Conduct within 14 days; and
 - (f) did not refer to cl 5.5 of the BSA.

15. At about 12:03am on 18 March 2026 (fourteen days and about three minutes after the Purported Notice was given), CBC purported to terminate the BSA (**Purported Termination**) pursuant to cl 17.1(a)(ii) and 17.1(b) of the BSA.

The Purported Termination was invalid and of no effect

The Purported Termination was invalid insofar as it relied upon cl 17.1(a)(ii)

16. The Impugned Conduct did not constitute “*serious misconduct*” within the meaning of that phrase in the term referred to in paragraph 7 above.

Particulars

The Impugned Conduct was conduct of a “*robust*” character of a kind that CBC contractually acknowledged that Mr Sandilands was likely to engage in the performance of radio presenter services and which CBC indicated to Quasar that it “*desired*”: see cl 6(d). It was not conduct that constituted a radical departure from the relationship established by the BSA that was inconsistent with the continuance of that relationship or otherwise conduct capable of constituting “*serious misconduct*” for the purposes of the BSA.

17. The Impugned Conduct did not cause serious and imminent injury to CBC’s business.

Particulars

If and to the extent that any injury to CBC’s business was caused by the services of Ms Henderson not being available to present the Program, that injury was caused by CBC’s decision to terminate or purport to terminate the Henderson BSA and thereafter to treat the Henderson BSA as having been terminated (see paragraph 12 above). The alleged injury was not caused by any conduct of Quasar or Mr Sandilands.

18. The Impugned Conduct did not affect or compromise the Program Services.

Particulars

None of the services referred to in the definition of “*Program Services*” in the BSA were affected by the Impugned Conduct. Even if (which is denied: see paragraph 17 above) the Impugned Conduct caused Ms Henderson to refuse to ever present with Mr Sandilands again, that did not amount to an affection or compromise of the Program Services. None of those services are dependent upon Ms Henderson presenting with Mr Sandilands. The BSA specifically contemplates that the services of Ms Henderson might not be available and provides a mechanism for appointing a different co-presenter.

19. Mr Sandilands was not given a reasonable opportunity to remedy the Impugned Conduct.

Particulars

Any opportunity that Mr Sandilands might otherwise have had to remedy the Impugned Conduct was rendered practically impossible or unreasonable by CBC’s decision to

terminate or purport to terminate the Henderson BSA and thereafter to treat the Henderson BSA as having been terminated (see paragraph 12 above).

20. In the premises of paragraphs 16 to 19 above (or in the premises of one or more of those paragraphs), the Purported Termination was not a valid termination pursuant to the term pleaded in paragraph 7 above (cl 17.1(a)(ii)).

The Purported Termination was invalid insofar as it relied upon cl 17.1(b)

21. The Impugned Conduct did not constitute a “*persistent*” breach or non-observance of any of the terms of the BSA identified in the Purported Notice within the meaning of the term referred to at paragraph 8 above.

Particulars

For a breach to be “*persistent*” for the purposes of that term, it must be repeated or continued. The Impugned Conduct, which occurred during a period of about 20 minutes on a single day, is not capable of constituting “*persistent*” conduct in the relevant sense.

22. The Impugned Conduct did not constitute a “*serious*” breach or non-observance of any of the terms of the BSA identified in the Purported Notice within the meaning of the term referred to at paragraph 8 above.

Particulars

The Impugned Conduct was not conduct of a kind that constituted a radical departure from the relationship established by the BSA that was inconsistent with the continuance of that relationship or other conduct capable of constituting a “*serious*” breach or non-observance of any of the terms of the BSA.

23. The Impugned Conduct did not constitute a breach or non-observance of any of the terms of the BSA identified in the Purported Notice.

Particulars

- (a) As for cl 5.2, the Impugned Conduct did not constitute or involve a breach or non-observance of Quasar’s obligation to ensure that Mr Sandilands “*attend[s] at [CBC’s] request meetings/presentations/events in Sydney as a key ambassador for [the radio station known as KIIS FM] at dates and times agreed by [Quasar]”* or a breach of non-observance or any other obligation imposed by cl 5.2 of the BSA;
- (b) As for cl 5.3(a), the Impugned Conduct did not constitute or involve a breach or non-observance of Quasar’s obligation to procure that Mr Sandilands meet the obligation of Quasar to provide the Program Services “*diligently and faithfully to the best of [Mr Sandiland’s] knowledge and expertise*”;

- (c) As for cl 5.3(h), the Impugned Conduct did not constitute or involve a breach or non-observance of Quasar's obligation to procure that Mr Sandilands will ensure that Mr Sandilands "*will utilise the necessary skills, qualifications, expertise and experience to perform the Program Services*";
- (d) As for cl 5.3(l), the Impugned Conduct did not constitute or involve Quasar failing to procure that Mr Sandilands use his best endeavours to provide an entertaining and enlivening Program which required Quasar to use its best endeavours to achieve the "*Objectives*" set out in Item 8 to Schedule 1, including to "*provide an entertaining and enlivening Program*".

24. Quasar was not given a reasonable opportunity to remedy the Impugned Conduct.

Particulars

Any opportunity that Mr Sandilands might otherwise have had to remedy the Impugned Conduct was rendered practically impossible or unreasonable by CBC's decision to terminate or purport to terminate the Henderson BSA and thereafter to treat the Henderson BSA as having been terminated (see paragraph 12 above).

25. In the premises of paragraphs 21 to 24 above (or in the premises of one or more of those paragraphs), the Purported Termination was not a valid termination pursuant to the term pleaded in paragraph 8 above (cl 17.1(b)).

In any event, CBC has no rights against Quasar or Mr Sandilands in relation to the Impugned Conduct by reason of cl 5.5

- 26. The Impugned Conduct constituted material that was presented by Mr Sandilands under the BSA (**Impugned Material**).
- 27. The consequences of the Impugned Conduct alleged in the Purported Notice arose out of material presented by Mr Sandilands under the BSA.
- 28. Mr Sandilands did not have actual knowledge that the Impugned Material would, or was likely to, breach a term of the BSA or give rise to a Claim.
- 29. The Impugned Material could have been known by the Censor prior to its exploitation.
- 30. In the premises of paragraphs 9, 26 and 27 and paragraphs 28 and/or 29 above, CBC has no rights against Quasar or Mr Sandilands under the BSA arising out of the Impugned Material including any right to terminate the CBC.

The Purported Termination is invalid

31. In the premises of paragraphs 20 and 25 and/or paragraph 30, the Purported Termination is invalid and was of no effect in law. The Court should make a declaration accordingly and order that the BSA be specifically performed.

CBC engaged in unconscionable conduct in contravention of s 21(1) of the ACL; in the premises, the Purported Termination should be declared to be invalid

32. The conduct of CBC referred to in paragraphs 13 and 15 above was, in the circumstances in which CBC had engaged in the conduct referred to in paragraph 12 (termination or purported termination of the Henderson BSA), unconscionable within the meaning of that word in s 21 of the Australian Consumer Law in its application as a law of the Commonwealth (**ACL**).

Particulars

It was unconscionable for CBC to, on the one hand, purport to require Quasar and Mr Sandilands to remedy the alleged refusal of Ms Henderson to “*ever present with [Mr Sandilands] again*” but, on the other, make such a remedy impossible or difficult by terminating or purporting to terminate the Henderson BSA and thereafter treating the Henderson BSA as having been terminated.

33. The conduct referred in paragraph 32 above was engaged in in “*trade or commerce*” within the meaning of that phrase in s 21(1) of the ACL.
34. The conduct referred to in paragraph 32 above was engaged in in connection with:
- (a) the supply or possible supply of services to a person (namely, the provision of Program Services to CBC as contemplated by the BSA); and/or
 - (b) the acquisition or possible acquisition of services from a person (namely the provision of Program Services from Quasar as contemplated by the BSA).
35. In the premises of paragraphs 32 to 34 above, the conduct referred to in paragraphs 13 and 15 above contravened s 21(1) of the ACL and constitutes conduct that was done in contravention of s 21(1) of the ACL.
36. If (which is denied) the Purported Termination was valid and effective at the time that it purportedly occurred and subject to any orders that the Court may make under s 237 of the ACL, Quasar is a person that has suffered loss or damage within the meaning of s 237 of the ACL because CBC engaged in the conduct referred to in paragraphs 13 and 15 above.

Particulars

On the identified contingency but subject to any orders that the Court may make under s 237 of the ACL, Quasar has suffered loss or damage in that CBC has been discharged from its contractual obligations to Quasar under the BSA.

37. Mr Sandilands is a person who has suffered loss or damage because CBC engaged in the conduct referred to in paragraphs 13 and 15 above.

Particulars

Mr Sandilands has suffered humiliation and loss of reputation because of the suggestion that his conduct justified the conduct referred to in paragraphs 13 and 15 above.

38. If (which is denied) the Purported Termination was valid and effective at the time that it purportedly occurred and subject to any orders that the Court may make under s 237 of the ACL, Quasar IP is a person that has suffered loss or damage within the meaning of s 237 of the ACL because CBC engaged in the conduct referred to in paragraphs 13 and 15 above.

Particulars

On the identified contingency but subject to any orders that the Court may make under s 237 of the ACL, Quasar IP has suffered loss or damage in that CBC has been discharged from its contractual obligations to Quasar IP under the agreement concluded between Quasar IP and CBC on or about 21 November 2023 (**TM Agreement**) (see the definitions of “*Term*” and “*Termination Date*” in cl 1.1 of the TM Agreement).

39. In the premises of paragraph 35 and paragraphs 36, 37 and/or 38 above, the Court is empowered to and should make orders pursuant to s 237 of the ACL on the application of Quasar, Mr Sandilands and/or Quasar IP including orders to the following effect:
- (a) an order that the Purported Notice of Termination is void (*ab initio*) and of no effect; and
 - (b) an order that the BSA be specifically performed.

CBC is liable to Quasar and Quasar IP in debt

CBC’s liability in debt in relation to the BSA

40. It is a term of the BSA that CBC will pay Quasar a “**Fee**” of \$616,666.67 plus GST per calendar month (\$7,400,000 plus GST per annum) from the Commencement Date until the Termination Date under the BSA with such monthly amount to be paid within 7 days of receipt by CBC of an appropriate Tax Invoice for that amount from Quasar (such Tax Invoice being issued to CBC not earlier than 7 days before the beginning of the relevant calendar month in respect of which payment is sought).

Particulars

BSA cl 12.1 (read with the definition of “*Fee*” and with cl 12.2(a)).

41. On 24 March 2026, Quasar issued an appropriate Tax Invoice to CDC in relation to the Fee for April 2026.
42. CBC has not paid any part of the Fee for April 2026.

43. In the premises of paragraphs 40 to 42, CBC is indebted to Quasar in the sum of \$678,333.34 (that is, \$616,666.67 plus 10% GST). Quasar seeks judgment in debt (plus pre-judgment interest) accordingly.

CBC's liability is debt in relation to the TM Agreement

44. On or about 21 November 2023, Quasar IP and CBC concluded a contract styled "*Trade Mark Sub-Licence Agreement*" (**TM Agreement**).
45. It is a term of the TM Agreement, that CBC agreed to pay Quasar IP the sum of \$166,666.67 plus GST per month (**Sub-License Fee**) commencing on 1 January 2025 with such monthly amount to be paid within 7 days of receipt by CBC of an appropriate Tax Invoice for that amount from Quasar IP (such Tax Invoice being issued to CBC not earlier than 7 days before the beginning of the relevant calendar month in respect of which payment is sought).

Particulars

TM Agreement cl 4.1 (read with the definition of "*Sub-Licence Fee*" and cl 12 of the BSA).

46. On 24 March 2026, Quasar IP issued an appropriate Tax Invoice to CDC in relation to the Sub-License Fee for April 2026.
47. CBC has not paid any part of the Sub-License Fee for April 2026.
48. In the premises of paragraphs 44 to 47 above, CBC is indebted to Quasar IP in the sum of \$183,333.34 (that is, \$166,666.67 plus GST). Quasar seeks judgment in debt (plus pre-judgment interest) accordingly.

Damages claims

49. In the alternative to paragraphs 31 and 39 insofar as they seek an order for specific performance, in the premises of the first sentence of paragraph 31 (Purported Termination invalid) or if the Court makes an order under s 237 of the ACL that the Purported Notice of Termination is void (see subparagraph 39(a)), the Court should award damages to Quasar in lieu of specific performance pursuant to s 68 of the *Supreme Court Act 1970* (NSW) as applied to this Court by s 79 of the *Judiciary Act 1903* (Cth).

Particulars

The appropriate measure of damages is the money equivalent of an order for specific performance.

50. In the alternative to paragraphs 31 (Purported Termination invalid) and 39 (orders under s 237 rendering BSA void and for specific performance), in the premises of paragraphs 35 and 36 (unconscionable conduct engaged in causing loss to Quasar) above, Quasar

is entitled pursuant to s 236 of the ACL to recover the amount of the loss or damage referred to in paragraph 36 above from CBC.

51. Further and in the alternative to paragraph 39 above, in the premises of paragraphs 35 and 37 above (unconscionable conduct engaged in causing loss to Mr Sandilands), Mr Sandilands is entitled pursuant to s 236 of the ACL to recover the amount of the loss or damage referred to in paragraph 37 above from CBC.
52. In the alternative to paragraph 31 (Purported Termination invalid) and 39 (orders under s 237 rendering BSA void and for specific performance), in the premises of paragraphs 35 and 38 (unconscionable conduct engaged in causing loss to Quasar IP) above, Quasar IP is entitled pursuant to s 236 of the ACL to recover the amount of the loss or damage referred to in paragraph 38 above from CBC.
53. ARN was involved in the contravention referred to in paragraph 35 above (unconscionable conduct).

Particulars

The conduct referred to in paragraphs 13 and 15 was engaged in with the authority of ARN and by letters that were sent on behalf of ARN. ARN thereby intentionally associated and implicated itself with that conduct.

54. In the premises of paragraphs 35 to 38 and 53 above:
 - (a) Quasar is entitled pursuant to s 236 of the ACL to recover from ARN the amount of the loss or damage referred to in paragraph 36 above (if any); and
 - (b) Mr Sandilands is entitled to recover from ARN, the amount of the loss or damage referred to in paragraph 37 from ARN.

Date: 7 April 2026



Signed by Kevin Lynch
Lawyer for the Applicants

This pleading was prepared by Scott Roberston SC and Philip Boncardo of counsel

Certificate of lawyer

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

Date: 7 April 2026



Signed by Kevin Lynch
Lawyer for the Applicants