

NOTICE OF FILING

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File Title: DAKOTA JACKSON & ANOR v MCDONALD'S AUSTRALIA & ANOR
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.

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

No. VID1503/2025

Dakota Jackson and another according to the Schedule

First Applicant

McDonald's Australia Limited and another according to the Schedule

First Respondent

REPLY

To the defence (**defence**) of the first respondent (**MAL**) dated 15 April 2026, the applicants say as follows (using terms as defined in the statement of claim dated 17 November 2025 (**SOC**) or in the defence unless otherwise indicated):

A. THE PARTIES

1. As to paragraph 1, the applicants admit the qualification and say further that the first applicant worked her first shift in May 2014.
2. As to paragraph 5(b), the applicants say that the word 'and' at the end of paragraph 5(c)(i) of the SOC was omitted in error.

B. THE RESPONDENTS

3. As to paragraph 13(g), the applicants do not know and therefore cannot admit the allegation.
4. As to paragraph 15, the applicants do not know and therefore cannot admit the qualification.
5. As to paragraph 19A, the applicants say that the assumption is accurate.

Filed on behalf of	The applicants, Dakota Jackson and Max Jennings		
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C. INDUSTRIAL LAWS AND INSTRUMENTS

6. As to paragraph 20, the applicants admit the correction.
7. As to paragraph 22, the applicants admit the corrections.
8. As to paragraph 24, the applicants:
 - (a) as to subparagraph (b):
 - (i) admit the allegation in subparagraph (i); and
 - (ii) deny the allegation in subparagraph (ii) and say that all Sundays, including Ordinary Sundays, were public holidays in South Australia; and
 - (b) as to subparagraph (c):
 - (i) admit the allegation in subparagraph (i); and
 - (ii) deny the allegation in subparagraph (ii) and refer to subparagraph (a)(ii) above.
9. As to paragraph 32, the applicants:
 - (a) as to subparagraph (b):
 - (i) admit that Corporate Agreement Employees, Franchise Agreement Employees and Jameri Agreement Employees were entitled to be paid overtime and penalty rates prescribed by clauses 28.2 and 28.3 of the McDonald's Agreement, and say further that where those payments were made for work performed on Sundays, those payments were required to be made in addition to the payments required by cl 32.5; and
 - (ii) otherwise deny the allegations and refer to paragraph 8(a)(ii) above; and
 - (b) as to subparagraph (c), deny the allegations refer to paragraph 8(a)(ii) above.
10. As to paragraph 36, the applicants admit the qualification.

11. As to paragraph 37, the applicants admit the qualification.
12. As to paragraph 38(a)(ii), the applicants admit the allegations.
13. As to paragraph 41(b), the applicants deny the allegation and refer to paragraph 8(a)(ii) above.

D. CONTRAVENTIONS BY MAL

14. As to paragraph 43, the applicants:
 - (a) as to subparagraph (a)(i):
 - (i) admit that the first applicant worked on Sunday 17 November 2019;
 - (ii) deny that the first applicant worked on Sunday 18 January 2020 and say that 18 January 2020 was a Saturday; and
 - (iii) say that the first applicant worked on Sunday 19 January 2020;
 - (b) as to subparagraph (b):
 - (i) do not know and therefore cannot admit the allegation in subparagraph (ii); and
 - (ii) deny the allegation in subparagraph (iii) and refer to paragraph 9 above.
15. As to paragraph 44(b)(iii), the applicants refer to paragraph 13 above.
16. As to paragraph 46A, MAL has not pleaded the basis in law for the alleged reduction in compensation and, accordingly, the applicants do not know and therefore cannot admit the allegation.
17. As to paragraph 48, the applicants:
 - (a) as to subparagraph (b), do not know and therefore cannot admit the allegations; and
 - (b) as to subparagraph (c), deny the allegation and refer to paragraph 9 above.

18. As to paragraph 52A, MAL has not pleaded the basis in law for the alleged reduction in compensation and, accordingly, the applicants do not know and therefore cannot admit the allegation.
19. As to paragraph 54, the applicants:
 - (a) as to subparagraph (b), do not know and therefore cannot admit what MAL paid the Corporate Award Employees; and
 - (b) as to subparagraph (c), deny the allegation and refer to paragraph 13 above.
20. As to paragraph 57, the applicants:
 - (a) as to:
 - (i) subparagraph (a)(ii), do not know and therefore cannot admit what MAL paid the Corporate Award Employees; and
 - (ii) subparagraph (a)(iii), deny the allegation and refer to paragraph 13 above;
 - (b) as to:
 - (i) subparagraph (b)(ii), do not know and therefore cannot admit what MAL paid the Corporate Award Employees; and
 - (ii) subparagraph (b)(iii), deny the allegation and refer to paragraph 13 above; and
 - (c) as to subparagraph (c), deny the allegation.
21. As to paragraph 67A, the applicants:
 - (a) as to subparagraph (a), do not know and therefore cannot admit what MAL paid the Corporate Employees;
 - (b) as to subparagraph (b), admit the allegation save that the McDonald's Agreement applied up to and including 2 February 2020;
 - (c) as to subparagraph (c), do not know and therefore cannot admit the allegation;

- (d) as to subparagraph (d), do not know and therefore cannot admit the allegation;
- (e) as to subparagraph (e), deny the allegation and say that:
- (i) on each occasion on which a Corporate Employee was paid annual leave loading, MAL deducted a commensurate number of hours from the employee's annual leave balance, such that the employee suffered a commensurate depletion in their accrued annual leave;
 - (ii) the consequence of (i) was that the alleged enrichment was not, and could not have been, unjust; and
 - (iii) say further that:
 - 1. MAL was required, when a Corporate Employee's employment ended, to pay to the employee the amount that would have been payable to the employee had the employee taken that period of leave;
 - 2. where (1) occurred, the amount that would have been payable to the employee was to be calculated as at the date the employment ended;
 - 3. as a result of (1) and (2), the employee, when their employment ended, was entitled to be paid for their accrued but untaken annual leave, including annual leave loading, calculated at that date;

Particulars to (1) to (3)

Fair Work Act s 90(2).

McDonald's Agreement, cl 30.2.

Fast Food Award up to 27 July 2022, cl 28.3.

Fast Food Award on and from 28 July 2022, cl 22.2.

- 4. by reason of wage increases to which some Corporate Employees were entitled, for some employees the amount

payable at the date on which their employment ended was higher than the amount paid to the employee during the pay periods in which the employee was wrongly taken to have been on annual leave on Sundays;

(f) as to subparagraph (f), deny the allegations and refer to subparagraph (e) above; and

(g) as to subparagraph (g), deny the allegations and refers to subparagraph (e) above.

22. As to paragraph 67B, the applicants:

(a) as to subparagraph (a), do not know and therefore cannot admit the allegations;

(b) as to subparagraph (b), do not know and therefore cannot admit the allegations;

(c) as to subparagraph (c), deny the allegations and say that the pleaded clause, to the extent it was contained in a Level 4 manager's contract of employment, was ineffective by reason that it impermissibly sought to apply the satisfaction on a 12-monthly, rather than fortnightly, basis and say further that to the extent that a Level 4 manager's contract of employment contained a clause of the kind pleaded in subparagraph (a) of the defence, such clause did not, and does not, authorise MAL to set off the amounts alleged in paragraphs 47-52 of the SOC;

Particulars

1. *It was not in the contemplation of either party to the relevant contracts that Sundays were to be treated as public holidays and thereby attracted the rates of pay and entitlements pleaded at paragraphs 47-52 of the SOC.*

2. *By reason of (1), there was no meeting of the minds on the question of whether any benefits under the contract could be set off against those rates of pay and entitlements.*

3. *By reason of (1) and (2), the contracts are not to be construed as authorising MAL to set off any amounts that may have been paid under the contracts against McDonald's Agreement entitlements that were not in the contemplation of the parties.*

- (d) as to subparagraph (d), deny the allegations and say that any payments were not in contemplation of Sundays being public holidays and accordingly there was no correlation of the kind alleged;
- (e) as to subparagraph (e), deny the allegations and refer to subparagraph (d) above;
- (f) as to subparagraph (f), refer to subparagraphs (a)-(e) above; and
- (g) as to subparagraph (g), deny the allegations.

23. As to paragraph 67C, the applicants:

- (a) as to subparagraph (a):
 - (i) as to subparagraph (i), do not know and therefore cannot admit the allegation;
 - (ii) as to subparagraph (ii), do not know and therefore cannot admit the allegation;
 - (iii) as to subparagraph (iii), refer to subparagraphs (i)-(ii) above and say that they do not know and therefore cannot admit the allegations and say further that to the extent that a Level 2 shift supervisor's contract of employment contained a clause of the kind pleaded in subparagraph (a)(i) of the defence, such clause did not, and does not, authorise MAL to set off the amounts alleged in paragraphs 53-59 of the SOC;

Particulars

1. *It was not in the contemplation of either party to the relevant contracts that Sundays were to be treated as*

public holidays and thereby attracted the rates of pay and entitlements pleaded at paragraphs 53-59 of the SOC.

2. *By reason of (1), there was no meeting of the minds on the question of whether any benefits under the contract could be set off against those rates of pay and entitlements.*
3. *By reason of (1) and (2), the contracts are not to be construed as authorising MAL to set off any amounts that may have been paid under the contracts against Fast Food Award entitlements that were not in the contemplation of the parties.*

(iv) as to subparagraph (iv), deny the allegation and say that any payments were not in contemplation of Sundays being public holidays and accordingly there was no correlation of the kind alleged;

(v) as to subparagraph (v), deny the allegation and refer to subparagraph (iv) above;

(vi) as to subparagraph (vi), deny the allegation and refer to subparagraphs (i)-(iv) above;

(vii) as to subparagraph (vii), deny the allegation.

(b) as to subparagraph (b):

(i) as to subparagraph (i), do not know and therefore cannot admit the allegation;

(ii) as to subparagraph (ii), do not know and therefore cannot admit the allegation;

(iii) as to subparagraph (iii), refer to (i) and (ii) above and say that they do not know and therefore cannot admit the allegation and say further that to the extent that a Level 2 manager's contract of employment contained a clause of the kind pleaded in subparagraph (b)(i) of the defence, such clause did not, and does

not, authorise MAL to set off the amounts alleged in paragraphs 53-59 of the SOC;

Particulars

The applicant refers to and relies on the particulars to paragraph 23(a)(iii) above.

- (iv) as to subparagraph (iv), deny the allegation and say that any payments were not in contemplation of Sundays being public holidays and accordingly there was no correlation of the kind alleged;
 - (v) as to subparagraph (v), deny the allegation and refer to subparagraph (iv) above;
 - (vi) as to subparagraph (vi), deny the allegation and refer to subparagraphs (i)-(iv) above;
 - (vii) as to subparagraph (vii), deny the allegation.
- (c) as to subparagraph (c):
- (i) as to subparagraph (i), do not know and therefore cannot admit the allegation;
 - (ii) as to subparagraph (ii), do not know and therefore cannot admit the allegation;
 - (iii) as to subparagraph (iii), refer to paragraphs (i) and (ii) above and do not know and therefore cannot admit the allegation and say further that to the extent that a Level 3 manager's contract of employment contained a clause of the kind pleaded in subparagraph (c)(i) of the defence, such clause did not, and does not, authorise MAL to set off the amounts alleged in paragraphs 53-59 of the SOC;

Particulars

The applicant refers to and relies on the particulars to paragraph 23(a)(iii) above.

- (iv) as to subparagraph (iv), deny the allegation and say that any payments were not in contemplation of Sundays being public holidays and accordingly there was no correlation of the kind alleged;
- (v) as to subparagraph (v), deny the allegation and refer to subparagraph (iv) above;
- (vi) as to subparagraph (vi), deny the allegation and refer to subparagraphs (i)-(v) above;
- (vii) as to subparagraph (vii), deny the allegation.

G. MAL FRANCHISOR CONTRAVENTIONS – s 558B

24. As to paragraph 127, the applicants say that if annual leave loading that was paid to any Franchisee Employee or Jameri Employee for work on an Ordinary Sunday is to be brought to account, then:
- (a) there must be a commensurate bringing to account of the reduction in each employee's annual leave balance that occurred when the annual leave loading was paid; and
 - (b) in the case of an employee who is no longer in employment, having regard to the matters at paragraph 21(e)(iii) above, a bringing to account of the difference in value between the amounts in fact paid to the employee at the time the employee was wrongfully taken to be on annual leave and the value of the entitlement (including any annual leave loading) at the end of the employee's employment when it would otherwise have been paid out.

Save as aforesaid, and save as to the admissions contained in the defence, the applicants join issue with MAL upon the whole of its defence.

Date: 13 May 2026

A handwritten signature in black ink, appearing to read 'C Allsopp', written in a cursive style.

Signed by Craig Allsopp
Lawyer for the Applicants

This pleading was prepared by Siobhan Kelly SC and Declan Murphy, counsel for the applicants,
and settled by LWL Armstrong KC.

Schedule

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

No. VID1503/2025

Max Jennings
Second Applicant

Jameri Pty Ltd
Second Respondent

Date: 13 May 2026