

## 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)  
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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 cross-claim

No. 442 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

**Commonwealth Broadcasting Corporation Pty Ltd (ACN 000 019 796)**  
First Cross-claimant

**Australian Radio Network Pty Ltd (ACN 065 986 987)**  
Second Cross-claimant

**Kyle Dalton Sandilands** and others listed in the Schedule  
Cross-respondents

### A. LOSS AND DAMAGE

1. It was a term of the Quasar BSA that Quasar agrees to indemnify and keep indemnified CBC and ARN against all expenses, losses, liabilities, damages and costs (including but not limited to reasonable legal costs on a solicitor and own client basis, and whether incurred by or awarded against CBC or ARN, that are incurred by CBC or ARN) directly arising out of any uncured breach of the Quasar BSA.

### Particulars

1. Quasar BSA, clause 32(b)(i).

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Filed on behalf of (name & role of party)	Commonwealth Broadcasting Corporation Pty Ltd, First Respondent & First Cross-claimant
Prepared by (name of person/lawyer)	Australian Radio Network Pty Ltd, Second Respondent & Second Cross-Claimant
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2. ARN is an officer of CBC.
2. It was a term of the Quasar BSA that Quasar agrees to indemnify and keep indemnified CBC and ARN against all expenses, losses, liabilities, damages and costs (including but not limited to reasonable legal costs on a solicitor and own client basis, and whether incurred by or awarded against CBC or ARN, that are incurred by CBC or ARN) directly arising out of any breach of statute by Quasar or (amongst others) Mr Sandilands.

**Particulars**

1. Quasar BSA, clause 32(b)(ii).
2. ARN is an officer of CBC.
3. Mr Sandilands was and is an employee or contractor of Quasar.
3. Paragraphs 6(b), 25(b), and 25A of the Defence to the Statement of Claim are repeated.
4. CBC has suffered loss or damage as a result of Quasar's breaches of the Quasar BSA.

**Particulars**

1. As a result of Quasar's breaches of contract, Ms Henderson refused to present with Mr Sandilands.
2. As a consequence, CBC has suffered loss or damage in the form of lost advertising revenue, or lost profits.
3. Further particulars will be provided after the completion of interlocutory steps.
5. In the premises, Quasar is liable to CBC for damages for breach of contract.
6. Further and alternatively, CBC, ARN, or both of them, have incurred expenses, losses, liabilities, damages or costs directly arising out of Quasar's uncured breach of the Quasar BSA.

**Particulars**

1. Directly arising from Quasar's breaches of contract, Ms Henderson refused to present with Mr Sandilands.
2. As a consequence, CBC, ARN, or both, have suffered loss or damage in the form of lost advertising revenue, or lost profits.

3. CBC, ARN, or both have incurred legal costs directly arising from the uncured breaches.
4. Further particulars will be provided after the completion of interlocutory steps.
7. Further and alternatively, CBC, ARN, or both of them, have incurred expenses, losses, liabilities, damages or costs directly arising out of breach of statute by Quasar or Mr Sandilands.

### **Particulars**

1. Directly arising from Quasar's or Mr Sandilands' breaches of statute, Ms Henderson refused to present with Mr Sandilands.
2. As a consequence, CBC, ARN, or both, have suffered loss or damage in the form of lost advertising revenue, or lost profits.
3. CBC, ARN, or both have incurred legal costs directly arising from the breaches of statute.
4. Further particulars will be provided after the completion of interlocutory steps.
8. In the premises, Quasar is required to indemnify CBC and ARN in respect of the expenses, losses, liabilities, damages or costs alleged above.
9. The Court should declare that Quasar is liable to so indemnify CBC and ARN.

### **B. RIGHTS CONSEQUENT UPON TERMINATION OF THE QUASAR BSA**

#### *Quasar BSA*

10. Paragraphs 6(b) of the Defence to the Statement of Claim are repeated.

#### *Termination of the Quasar BSA*

11. Paragraphs 20(b), 20A, 25(b), and 25A of the Defence to the Statement of Claim are repeated.

#### *Rights consequent upon termination of the Quasar BSA in respect of the One-Off Commencement Fee*

12. It was a term of the Quasar BSA that CBC will pay Quasar a one-off fee of \$3,000,000 (exclusive of GST) (**One-off Commencement Fee**).

**Particulars**

1. Quasar BSA, Schedule 1, Item 18.
13. CBC paid Quasar the One-off Commencement Fee.
14. It was a term of the Quasar BSA that, should (amongst other things) CBC validly terminate the Quasar BSA in accordance with clause 17.1 of the Quasar BSA, CBC is required to repay CBC (as a debt immediately owing) a pro-rata portion (based on the period CBC did not provide services for the balance of the ten year Term as a proportion of the ten years) of the One-off Commencement Fee.

**Particulars**

1. Quasar BSA, Schedule 1, Item 18.
15. CBC validly terminated the Quasar BSA in accordance with clause 17.1 of the Quasar BSA on 18 March 2026.
16. On 18 March 2026, 87.92% of the ten-year Term remained.
17. In the premises, Quasar is required to repay CBC (as a debt immediately owing) \$2,637,732.75.
18. CBC is entitled to recover that amount in debt.

**C. TERMINATION OF THE HENDERSON BSA**

19. Paragraphs 11, 16O, and 16R-16U of the Defence to the Statement of Claim are repeated.
20. The Court should declare that by the Complaint Letter, Henderson Media and Ms Henderson repudiated the Henderson BSA, and CBC validly terminated the Henderson BSA on 3 March 2026.

Date: 21 April 2026



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Signed by Nerida Jessup  
Lawyer for the Respondents

**Certificate of lawyer**

I Nerida Jessup 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: 21 April 2026



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Signed by Nerida Jessup  
Lawyer for the Applicant