

NOTICE OF FILING

Details of Filing

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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.



Form 33
Rule 16.32

Defence to Statement of Cross-Claim

No. NSD442 of 2026

Federal Court of Australia

District Registry: New South Wales

Division: General

Kyle Dalton Sandilands and others

Applicants/Cross-Respondents

Commonwealth Broadcasting Corporation Pty Ltd and others

Respondents/Cross-Claimants

The ARN parties have no claim under the contractual indemnity in the Sandilands BSA

1. The First to Third Cross-Respondents (**Sandilands Parties**) deny paragraph 1 of the Cross-Claimants' Statement of **Cross-Claim** dated 21 April 2026.
2. The Sandilands Parties deny paragraph 2 of the Cross-Claim.
3. In answer to paragraph 3 of the Cross-Claim (which repeats subparagraphs 6(b) and 25(b) and paragraph 25A of the **Defence** filed 21 April 2026), the Sandilands Parties:
 - (a) repeat subparagraph 1(a) (which replies to subparagraph 6(b) of the Defence) of the Sandilands Parties' **Reply** to the Defence;
 - (b) deny paragraph 25(b) of the Defence;
 - (c) deny paragraph 25A of the Defence.
4. The Sandilands Parties deny paragraph 4 of the Cross-Claim.
5. The Sandilands Parties deny paragraph 5 of the Cross-Claim.

Filed on behalf of (name & role of party) First to Third Cross-Respondents
Prepared by (name of person/lawyer) Kevin Lynch
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[Form approved 01/08/2011]

6. The Sandilands Parties deny paragraph 6 of the Cross-Claim.
7. The Sandilands Parties deny paragraph 7 of the Cross-Claim.
8. The Sandilands Parties deny paragraph 8 of the Cross-Claim.
9. The Sandilands Parties deny paragraph 9 of the Cross-Claim.

CBC has no rights consequent upon the termination of the Sandilands BSA because it has not validly terminated that contract

10. In answer to paragraph 10 of the Cross-Claim (which repeats subparagraph 6(b) of the Defence), the Sandilands Parties repeat subparagraph 1(a) (which replies to subparagraph 6(b) of the Defence) of the Reply.
11. In answer to paragraph 11 to the Cross-Claim, the Sandilands Parties deny the paragraphs of the Defence that are repeated by the paragraph.
12. The Sandilands Parties admit paragraph 12 of the Cross-Claim.
13. The Sandilands Parties admit paragraph 13 of the Cross-Claim.
14. The Sandilands Parties admit paragraph 14 of the Cross-Claim.
15. The Sandilands Parties deny paragraph 15 of the Cross-Claim.
16. The Sandilands Parties admit paragraph 16 of the Cross-Claim.
17. The Sandilands Parties deny paragraph 17 of the Cross-Claim.
18. The Sandilands Parties deny paragraph 18 of the Cross-Claim.

The Sandilands Parties admit that the Henderson BSA was terminated by CBC

19. In answer to paragraphs 19 and 20 of the Cross-Claim, the Sandilands Parties:
 - (a) admit that CBC validly terminated the Henderson BSA on 3 March 2026;
 - (b) say that, in the premises, there is no occasion for the Court to make a declaration of right binding upon the Sandilands Parties in circumstances where there is no issue as between the Cross-Claimants and the Sandilands Parties as to whether the Henderson BSA has been terminated;
 - (c) say that the quick, inexpensive and efficient resolution of this proceeding does not warrant the Sandilands Parties being required to plead further in relation to paragraphs 19 and 20 of the Cross-Claim.

To the extent the Sandilands Parties make admissions in this Defence to the Cross-Claim, they are made for the purposes of these proceedings only.

Date: 5 May 2026



Signed by Kevin Lynch
5 May 2026

This pleading was prepared by Scott Robertson SC and Philip Boncardo.

Certificate of lawyer

I Kevin Lynch certify to the Court that, in relation to the defence filed on behalf of the Respondent, 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: 5 May 2026



Signed by Kevin Lynch
Lawyer for the First to Third Cross-
Respondents