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Document Lodged: Defence - Form 33 - Rule 16.32
Court of Filing FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 13/04/2026 4:24:49 PM AEST
Date Accepted for Filing: 13/04/2026 4:24:48 PM AEST
File Number: VID1503/2025
File Title: DAKOTA JACKSON & ANOR v MCDONALD'S AUSTRALIA & ANOR
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



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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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DEFENCE

FEDERAL COURT OF AUSTRALIA
DISTRICT REGISTRY: VICTORIA
DIVISION: FAIR WORK

No: VID 1503/2025

Dakota Jackson (and another named in the schedule)

First Applicant

McDonald's Australia Limited (and another named in the schedule)

First Respondent

To the Applicants' Statement of Claim dated 17 November 2025 (**Statement of Claim**), the Second Respondent (**Jameri**) says as set out below.

Unless otherwise defined herein, capitalised terms have the meaning as defined by the Statement of Claim. Further, and for the avoidance of doubt, in pleading to the material facts alleged in the paragraphs to the Statement of Claim, Jameri does not plead to (or make any admissions in respect of) the particulars subjoined to those allegations.

A. The Parties

1. Jameri does not plead to paragraph 1 because no allegations are made against it.
2. As to paragraph 2, Jameri:
 - (a) admits sub-paragraph (a);
 - (b) in response to sub-paragraph (b):
 - (i) says that it employed Mr Jennings between:
 - (A) around October 2017 to 30 March 2019, as a crew member on a casual basis;
 - (B) 1 April 2019 to around 29 September 2020, as crew member on a part-time basis;
 - (C) around 30 September 2020 to around 14 May 2021, as crew coach on a part-time basis;

Filed on behalf of (name & role of party) Jameri Pty Ltd, Second Respondent
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- (D) around 15 May 2021 to around 13 June 2021, as shift manager on a part-time basis;
- (E) around 14 June 2021 to around 2 May 2022, as shift manager on a casual basis; and
- (F) around 3 May 2022 to around April 2024, as department manager on a casual basis.

(ii) otherwise, denies sub-paragraph (b).

(c) admits sub-paragraph (c).

3. Jameri does not plead to paragraph 3 because no allegations are made against it.

4. Jameri admits paragraph 4.

Group members

5. Jameri does not plead to paragraph 5 because no allegations are made against it.

6. Jameri does not know, and therefore cannot admit, paragraph 6.

B. The Respondents

B.1 MAL

MAL business

7. Jameri admits paragraph 7.

8. Jameri admits paragraph 8.

9. Jameri admits paragraph 9.

10. Jameri admits paragraph 10.

MAL franchise network

11. Jameri admits paragraph 11.

12. As to paragraph 12, Jameri:

(a) admits the allegations insofar as they are made against it; and

(b) otherwise does not know, and therefore cannot admit, paragraph 12.

13. As to paragraph 13:

(a) save for sub-paragraph (f) which is denied, Jameri admits the allegations insofar as they are made against it; and

(b) otherwise does not know, and therefore cannot admit, the balance of the allegations in paragraph 13.

Corporate and franchise stores – employees

14. Jameri admits paragraph 14.

15. Jameri does not plead to paragraph 15 because no allegations are made against it.

16. As to paragraph 16:

- (a) Jameri admits the allegations insofar as they are made against it; and
- (b) otherwise does not know, and therefore cannot admit, the balance of the allegations in paragraph 16.

B.2 Jameri

- 17. Jameri admits paragraph 17.
- 18. Jameri admits paragraph 18.
- 19. Jameri admits the allegations in paragraph 19.

C. Industrial Laws and Instruments

C.1 Public holidays – Fair Work Act

- 20. As to paragraph 20, Jameri:
 - (a) admits that, during the Claim Period, s 115(1) of the FW Act contained the words set out in paragraph 20 save that during the Claim Period, s 115(1)(vi) referred to “the Queen’s birthday holiday” rather than “the holiday for the birthday of the Sovereign”;
 - (b) says that the entirety of s 115(1) has not been pleaded, and it relies on the entirety of s 115(1) for its full force and effect; and
 - (c) otherwise, does not admit the allegations therein.
- 21. Jameri admits paragraph 21.
- 22. Jameri admits paragraph 22 save that, between 23 December 2019 and 31 January 2023, the provision referred to in paragraph 22 was numbered s 98 rather than s 98(1), the heading read “Employee taken not to be on paid personal/carer’s leave on public holiday”, and there was no sub-heading “Public holidays”.

C.2 Sundays were allegedly public holidays in SA – *Holidays Act 1910 (SA)*

- 23. Jameri denies paragraph 23.
- 24. Jameri denies paragraph 24.

C.3 McDonald’s Enterprise Agreement 2013

- 25. As to paragraph 25, Jameri:
 - (a) admits sub-paragraphs (a), (b), and (g);
 - (b) does not know, and therefore cannot admit, sub-paragraphs (c) to (f).
- 26. Jameri admits paragraph 26.
- 27. Jameri admits paragraph 27.
- 28. As to paragraph 28, Jameri:

- (a) admits sub-paragraphs (c), (d), (i) and (j) for the period up to and including 3 February 2020; and
- (b) otherwise does not plead to the balance of the allegations in paragraph 28 because they are not made against it.

29. Jameri admits paragraph 29.

30. Jameri admits paragraph 30.

31. Jameri admits paragraph 31.

32. Jameri denies paragraph 32.

33. Jameri admits paragraph 33.

C.4 Fast Food Award

34. Jameri admits paragraph 34.

35. As to paragraph 35, Jameri:

- (a) admits sub-paragraphs (c), (d) and (h);
- (b) admits sub-paragraphs (e)(ii)-(iii) and (g) insofar as the allegations concern the Jameri Award Employees;
- (c) denies sub-paragraph (e)(i); and
- (d) otherwise does not plead to the balance of the allegations in paragraph 35 because they are not made against it.

36. Jameri admits paragraph 36.

37. Jameri admits paragraph 37.

38. Subject to production at trial of the version of the Fast Food Award relied on and reference to its full terms for its effect, Jameri admits paragraph 38.

39. Subject to production at trial of the version of the Fast Food Award relied on and reference to its full terms for its effect, Jameri admits paragraph 39.

40. Subject to production at trial of the version of the Fast Food Award relied on and reference to its full terms for its effect, Jameri admits paragraph 40.

41. As to paragraph 41, Jameri:

- (a) denies the allegations in sub-paragraphs (a) and (b) insofar as they are made against it;
- (b) admits the allegations in sub-paragraph (c) insofar as they are made against it; and
- (c) otherwise does not plead to the balance of the allegations in paragraph 41 because they are not made against it.

D. Alleged Contraventions by MAL**D.1 Ms Jackson**

42. Jameri does not plead to paragraph 42 because no allegations are made against it.

Underpaid Sunday hours – McDonald’s Agreement

43. Jameri does not plead to paragraph 43 because no allegations are made against it.

Underpaid Sunday ordinary hours – Fast Food Award

44. Jameri does not plead to paragraph 44 because no allegations are made against it.

Underpaid Sunday overtime hours – Fast Food Award

45. Jameri does not plead to paragraph 45 because no allegations are made against it.

Loss and damage

46. Jameri does not plead to paragraph 46 because no allegations are made against it.

D.2 Corporate Agreement Employees

Underpaid Sunday hours

47. Jameri does not plead to paragraph 47 because no allegations are made against it.

48. Jameri does not plead to paragraph 48 because no allegations are made against it.

49. Jameri does not plead to paragraph 49 because no allegations are made against it.

Underpaid Sunday minimum hours

50. Jameri does not plead to paragraph 50 because no allegations are made against it.

51. Jameri does not plead to paragraph 51 because no allegations are made against it.

Loss and damage

52. Jameri does not plead to paragraph 52 because no allegations are made against it.

D.3 Corporate Award Employees

Underpaid Sunday ordinary hours

53. Jameri does not plead to paragraph 53 because no allegations are made against it.

54. Jameri does not plead to paragraph 54 because no allegations are made against it.

55. Jameri does not plead to paragraph 55 because no allegations are made against it.

Underpaid Sunday overtime hours

56. Jameri does not plead to paragraph 56 because no allegations are made against it.

57. Jameri does not plead to paragraph 57 because no allegations are made against it.

58. Jameri does not plead to paragraph 58 because no allegations are made against it.

Loss and damage

59. Jameri does not plead to paragraph 59 because no allegations are made against it.

D.4 All full-time and part-time Corporate Employees

Deducted Sunday leave

60. Jameri does not plead to paragraph 60 because no allegations are made against it.

61. Jameri does not plead to paragraph 61 because no allegations are made against it.

62. Jameri does not plead to paragraph 62 because no allegations are made against it.

63. Jameri does not plead to paragraph 63 because no allegations are made against it.

64. Jameri does not plead to paragraph 64 because no allegations are made against it.

65. Jameri does not plead to paragraph 65 because no allegations are made against it.

66. Jameri does not plead to paragraph 66 because no allegations are made against it.

Loss and damage

67. Jameri does not plead to paragraph 67 because no allegations are made against it.

E. Contraventions by Jameri

E.1 Mr Jennings

68. Jameri admits paragraph 68.

Underpaid Sunday hours – McDonald's Agreement

69. As to paragraph 69, Jameri:

(a) admits sub-paragraph (a);

(b) in response to sub-paragraph (b):

(i) admits that, in respect of work performed by Mr Jennings on Sundays which did not fall on Christmas Day, 1 January or 26 January (**EOY Public Holidays**) (being public holidays, that could fall on a Sunday) it paid Mr Jennings at the rate of pay prescribed under the McDonald's Agreement for work performed on Sundays; and

(ii) otherwise denies the allegations therein.

(c) denies sub-paragraph (c).

Underpaid Sunday ordinary hours – Fast Food Award

70. As to paragraph 70, Jameri:

(a) admits sub-paragraph (a);

(b) in response to sub-paragraph (b):

(i) admits that, in respect of work performed by Mr Jennings on Sundays which did not fall on EOY Public Holidays, it paid Mr Jennings at the rate of pay prescribed under the Fast Food Award for work performed on Sundays; and

- (ii) otherwise denies the allegations therein.
- (c) denies sub-paragraph (c).

Underpaid Sunday overtime hours – Fast Food Award

71. As to paragraph 71, Jameri:
- (a) admits sub-paragraph (a);
 - (b) in response to sub-paragraph (b):
 - (i) admits that, in respect of overtime work performed by Mr Jennings on Sundays which did not fall on EOY Public Holidays, it paid Mr Jennings at the rate of pay prescribed under the Fast Food Award for overtime work performed on Sundays; and
 - (ii) otherwise denies the allegations therein.
 - (c) denies sub-paragraph (c).
72. Jameri denies paragraph 72.

E.2 Jameri Agreement Employees

73. As to paragraph 73:
- (a) Jameri admits that some of its employees worked hours on one or more Sundays; and
 - (b) otherwise denies the allegations therein.
74. As to paragraph 74, Jameri:
- (a) says that, in respect of work performed by Jameri Agreement Employees on Sundays which did not fall on EOY Public Holidays, it paid them at the rate of pay prescribed under the McDonald's Agreement for work performed on Sundays;
 - (b) denies that it was required to pay the Jameri Agreement Employees at the MWW-based rate for work performed on Sundays which did not fall on EOY Public Holidays; and
 - (c) otherwise admits the allegations therein.
75. Jameri denies paragraph 75.

Underpaid Sunday minimum hours

76. Jameri denies paragraph 76.
77. Jameri denies paragraph 77.

Loss and damage

78. Jameri denies paragraph 78.

E.3 Jameri Award Employees*Underpaid Sunday ordinary hours*

79. As to paragraph 79, Jameri:
- (a) admits that some Jameri Award Employees worked ordinary hours on one or more Sundays; and
 - (b) otherwise denies the allegations therein.
80. As to paragraph 80, Jameri:
- (a) says that, in respect of work performed by Jameri Award Employees on Sundays which did not fall on EOY Public Holidays, it paid them at the rate of pay prescribed under the Fast Food Award for work performed on Sundays;
 - (b) denies that it was required to pay the Jameri Award Employees at public holiday rates for work performed on Sundays which did not fall on EOY Public Holidays; and
 - (c) otherwise admits the allegations therein.
81. Jameri denies paragraph 81.

Underpaid Sunday overtime hours

82. As to paragraph 82, Jameri:
- (a) admits that some Jameri Award Employees worked full-time Award overtime hours, part-time Award overtime hours and casual Award overtime hours (as the case may be) on one or more Sundays; and
 - (b) otherwise denies the allegations therein.
83. As to paragraph 83, Jameri:
- (a) in response to sub-paragraphs (a) and (b):
 - (i) says that, in respect of overtime work performed by Jameri Award Employees on Sundays which did not fall on EOY Public Holidays, it paid them at the rate of pay prescribed under the Fast Food Award for overtime work performed on Sundays;
 - (ii) denies that it was required to pay the Jameri Award Employees as alleged for overtime work performed on Sundays which did not fall on EOY Public Holidays; and
 - (b) otherwise admits the allegations therein.
 - (c) denies sub-paragraph (c).
84. Jameri denies paragraph 84.

Loss and damage

85. Jameri denies paragraph 85.

E.4 All full-time and part-time Jameri Group Members

Deducted Sunday leave

86. As to paragraph 86, Jameri:
- (a) admits that some Jameri Employees who were based in South Australia for work purposes and who were employed on a full-time or part-time basis took paid annual leave or paid personal/carer's leave on a Sunday; and
 - (b) otherwise denies the allegations therein.
87. Jameri denies paragraph 87.
88. As to paragraph 88, Jameri:
- (a) admits that it deducted the annual leave balances of full-time and part-time Jameri Employees who took paid annual leave on a Sunday that was not an EOY Public Holiday; and
 - (b) otherwise denies the allegations therein.
89. Jameri denies paragraph 89.
90. Jameri denies paragraph 90.
91. Jameri admits paragraph 91.
92. Jameri denies paragraph 92.

Loss and damage

93. Jameri denies paragraph 93.

F. Alleged contraventions by Franchisees other than Jameri

F.1 Franchise Agreement Employees

Underpaid Sunday hours

94. Jameri does not plead to paragraph 94 because no allegations are made against it.
95. Jameri does not plead to paragraph 95 because no allegations are made against it.
96. Jameri does not plead to paragraph 96 because no allegations are made against it.

Underpaid Sunday minimum hours

97. Jameri does not plead to paragraph 97 because no allegations are made against it.
98. Jameri does not plead to paragraph 98 because no allegations are made against it.
99. Jameri does not plead to paragraph 99 because no allegations are made against it.

F.2 Franchise Award Employees

Underpaid Sunday ordinary hours

100. Jameri does not plead to paragraph 100 because no allegations are made against it.

101. Jameri does not plead to paragraph 101 because no allegations are made against it.

102. Jameri does not plead to paragraph 102 because no allegations are made against it.

Underpaid Sunday overtime hours

103. Jameri does not plead to paragraph 103 because no allegations are made against it.

104. Jameri does not plead to paragraph 104 because no allegations are made against it.

105. Jameri does not plead to paragraph 105 because no allegations are made against it.

Loss and damage

106. Jameri does not plead to paragraph 106 because no allegations are made against it.

F.3 All full-time and part-time Franchise Employees

Deducted Sunday leave

107. Jameri does not plead to paragraph 107 because no allegations are made against it.

108. Jameri does not plead to paragraph 108 because no allegations are made against it.

109. Jameri does not plead to paragraph 109 because no allegations are made against it.

110. Jameri does not plead to paragraph 110 because no allegations are made against it.

111. Jameri does not plead to paragraph 111 because no allegations are made against it.

112. Jameri does not plead to paragraph 112 because no allegations are made against it.

113. Jameri does not plead to paragraph 113 because no allegations are made against it.

Loss and damage

114. Jameri does not plead to paragraph 114 because no allegations are made against it.

G. MAL Franchisor Contraventions s 558B

115. Jameri does not plead to paragraph 107 because no allegations are made against it.

116. Jameri does not plead to paragraph 116 because no allegations are made against it.

117. Jameri does not plead to paragraph 117 because no allegations are made against it.

118. Jameri does not plead to paragraph 118 because no allegations are made against it.

119. Jameri does not plead to paragraph 119 because no allegations are made against it.

120. Jameri does not plead to paragraph 120 because no allegations are made against it.

121. Jameri does not plead to paragraph 121 because no allegations are made against it.

122. Jameri does not plead to paragraph 122 because no allegations are made against it.

123. Jameri does not plead to paragraph 123 because no allegations are made against it.

124. Jameri does not plead to paragraph 124 because no allegations are made against it.

Alleged section 558B contraventions – loss and damage

125. Jameri does not plead to paragraph 125 because no allegations are made against it.

Date: 13 April 2026

A handwritten signature in black ink, appearing to be 'CP' with a flourish.

.....
Signed by Cathryn Prowse
Lawyer for the Second Respondent

This pleading was prepared by Anthony Strahan KC, Alex Manos and Robert Glavas of counsel.

Certificate of lawyer

I, Cathryn Prowse, certify to the Court that, in relation to the defence filed on behalf of the Second 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: 13 April 2026



.....
Signed by Cathryn Prowse

SCHEDULE

FEDERAL COURT OF AUSTRALIA
DISTRICT REGISTRY: VICTORIA
DIVISION: FAIR WORK

No: VID 1503/2025

Applicants

Second Applicant

Max Jennings

Respondents

Second Respondent

Jameri Pty Ltd (ACN 095777183)