

NOTICE OF FILING

Details of Filing

Document Lodged: Defence - Form 33 - Rule 16.32
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 21/04/2026 5:49:06 PM AEST
Date Accepted for Filing: 21/04/2026 5:49:07 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.



Defence

No. NSD442 of 2026

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

Kyle Dalton Sandilands and others listed in Schedule 1

Applicants

Commonwealth Broadcasting Corporation Pty Ltd (ACN 000 019 796)

First Respondent

Australian Radio Network Pty Ltd (ACN 065 986 987)

Second Respondent

A. ALLEGATIONS UNDER THE HEADING 'PARTIES'

1. The Respondents admit paragraph 1 of the Statement of Claim.
2. The Respondents admit paragraph 2 of the Statement of Claim.
3. The Respondents admit paragraph 3 of the Statement of Claim.
4. The Respondents admit paragraph 4 of the Statement of Claim.
5. The Respondents admit paragraph 5 of the Statement of Claim.

B. ALLEGATIONS UNDER THE HEADING 'THE BROADCAST SERVICES AGREEMENT AND CBC'S RIGHTS TO TERMINATE THAT AGREEMENT'

6. In answer to paragraph 6 of the Statement of Claim, the Respondents:
 - (a) admit the paragraph; and
 - (b) say further that:

Filed on behalf of (name & role of party)	Commonwealth Broadcasting Corporation Pty Ltd, First Respondent
	Australian Radio Network Pty Ltd, Second Respondent
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- (i) on or about 21 November 2023, Quasar and CBC entered into a contract (which is referred to herein as the **Quasar BSA** to distinguish it from the **Henderson BSA** referred to below);
- (ii) clause 2(a) of the Quasar BSA provided (amongst other things) that Quasar would provide the 'Program Services';
- (iii) 'Program Services' was defined in the Quasar BSA to mean:

the following services which are provided by [Quasar]:

- (a) *live or recorded broadcast, broadcast material and broadcast expertise of [Mr Sandilands] in connection with the Program;*
- (b) *all work necessary for [Mr Sandilands] to perform in order to plan and prepare [Mr Sandilands'] broadcast material related to the Program and its promotion and the promotion of the Radio Station;*
- (c) *further material or services as reasonably required by [CBC] in relation to the Program and publicity for the Radio Station or the Program, but only where on each occasion first agreed by [Quasar], including:*
 - (i) *presentation of broadcasts (whether live or recorded) of agreed additional programs at such times and on such days as directed and agreed to;*
 - (ii) *the recording by [Mr Sandilands] of any voice track or programs to be aired by the Radio Station;*
 - (iii) *performance of original comedy segments created by [Mr Sandilands] during any live broadcast of the Program or recorded by [Mr Sandilands] outside the live record of the Program and aired at a future date to either promote the Program or to be aired as part of a "Best Of" version of the Program;*
 - (iv) *Live Reads by [Mr Sandilands] during the Program as directed by [CBC];*

- (v) *voicing of pre-recorded commercials by [Mr Sandilands], where the commercial involves [Mr Sandilands]' endorsement of any product or service;*
 - (vi) *creation of online and social media materials and campaigns for the purpose of promoting the Radio Station or the Program or otherwise for use in the Designated Social Media; and*
 - (vii) *agreed public appearances by [Mr Sandilands] in relation to the Program and its promotion.*
- (iv) 'Program' was defined in the Quasar BSA to mean:
- the program initially broadcast live (allowing for operation of the Dump button) on the Radio Station at the Service Times, which program is more fully described in Item 5 of Schedule 1 and, where the context permits, includes the Best Of Program;*
- (v) Item 5 of Schedule 1 to the Quasar BSA provided:
- Breakfast program for the Radio Station to be presented by [Mr Sandilands] and [Ms Henderson], or other co-host determined in accordance with this Agreement, and titled 'The Kyle and Jackie O Show' or as otherwise approved in writing by [Quasar];*
- (vi) it was a term of the Quasar BSA that Quasar must ensure that Mr Sandilands complies with certain specific obligations, including to "*work with [Ms Henderson], any other agreed co-host and production team toward achieving the Objectives*", which 'Objective' was to "*provide an entertaining and enlivening Program to the Sydney and Melbourne... markets which is intended to achieve a consistent Number 1 FM rating and is directed at the Sydney and Melbourne markets*";

Particulars

1. Clause 5.2; Schedule 1, Item 7.

- (vii) it was a term of the Quasar BSA that Quasar shall procure that Mr Sandilands will:

comply with all Company Policies, applicable laws, codes of practice and broadcasting standards in place from time to time, but in respect of Company Policies, only to the extent that such Company Policies:

- (i) are specifically notified to [Quasar] as being directly applicable to [Mr Sandilands] and relevant to the Program Services;*
- (ii) are reasonably required to enable the Company to comply with relevant laws, regulations or industry codes;*
- (iii) apply generally to all employees and contractors of CBC;*
- (iv) are consistent with [the Quasar BSA]; and*
- (v) do not impose additional obligations or restrictions beyond what is already imposed under [the Quasar BSA];*

Particulars

1. Clause 5.3(d).

- (viii) it was a term of the Quasar BSA that Quasar shall procure that Mr Sandilands will ensure that he will utilise the necessary skills, qualifications, expertise and experience to perform the Program Services;

Particulars

1. Clause 5.3(h).

- (ix) it was a term of the Quasar BSA that Quasar shall procure that Mr Sandilands will use his best endeavours to achieve the "Objectives" of the Position outlined in Item 8 of Schedule 1;

Particulars

1. Clause 5.3(l).

- (x) from 2004 to the date of the Quasar BSA and the date of the Henderson BSA (defined in paragraph 11(a)(i) below), Ms Jacqueline Henderson and Mr Sandilands co-hosted a radio program branded as 'The Kyle and Jackie O Show';

- (xi) from 2005 to the date of the Quasar BSA and the date of the Henderson BSA, Ms Henderson and Mr Sandilands co-hosted a radio program branded as 'The Kyle and Jackie O Show' in the breakfast timeslot;
- (xii) in the period in which Ms Henderson and Mr Sandilands co-hosted a radio program branded as 'The Kyle and Jackie O Show' in the breakfast timeslot prior to that program being broadcast on KIIS FM, that program had been a highly successful program;
- (xiii) in around January 2014, pursuant to separate agreements between (on the one hand) CBC, Henderson Media Pty Ltd (**Henderson Media**) and Ms Henderson and (on the other hand) CBC and a company controlled by Mr Sandilands, CBC commenced broadcasting 'The Kyle and Jackie O Show', at which time the station with callsign 2WFM rebranded to 'KIIS FM' to capitalise upon the fact that the show had moved to that station and had become its flagship offering;
- (xiv) in the period in which Ms Henderson and Mr Sandilands co-hosted a radio program branded as 'The Kyle and Jackie O Show' in the breakfast timeslot while that program was being broadcast on KIIS FM, that program had been a highly successful program;
- (xv) in the commercial radio market, the breakfast timeslot (or 'daypart') commands the highest cumulative listenership of any slot, driven by the captive commute and in-car audience listening at that time;
- (xvi) in the commercial radio market, the breakfast timeslot has a significant impact on the performance of the radio station throughout the day because it establishes a core audience of listeners who continue, or return later in the day, to listen to the same station and who, over time, develop loyalty to the station beyond the breakfast timeslot;
- (xvii) in the commercial radio market, breakfast advertisers pay a significant premium because no other slot delivers a comparable combination of reach, audience engagement, and commercially attractive demographics, with the effect that the breakfast show is by far the most important component of a station's advertising offerings, revenue generation, and overall financial performance;

- (xviii) in the commercial radio market, the remuneration payable to a breakfast radio presenter reflects the fact that the breakfast program has the characteristics pleaded in paragraphs 6(b)(xv) to 6(b)(xvii) above;
- (xix) at the dates of the Quasar BSA and the Henderson BSA, 'The Kyle and Jackie O Show' generated the most advertising revenue of any radio show on a radio station operated by ARN;
- (xx) the success of 'The Kyle and Jackie O Show' was dependent upon the participation of both Ms Henderson and Mr Sandilands; and
- (xxi) on the proper construction of the Quasar BSA as a whole, in the premises of the mutually known surrounding circumstances alleged in paragraphs 6(b)(x) to 6(b)(xx)6(b)(xx) above, the commercial purpose or object that the parties (objectively construed) mutually intended to be secured by (amongst other terms) clauses 2 and 5 of the Quasar BSA was to obtain Mr Sandilands' presentation of a radio program that, in the absence of mutual agreement to the contrary, was both:
 1. a breakfast program; and
 2. presented by Ms Henderson and Mr Sandilands.

- 7. The respondents admit paragraph 7 of the Statement of Claim.
- 8. The respondents admit paragraph 8 of the Statement of Claim.
- 9. In answer to paragraph 9 of the Statement of Claim, the Respondents:
 - (a) say that clause 5.5 of the Quasar BSA provided as follows:

Despite anything to the contrary in this Agreement, including clauses 5.3, 17.1, 30, 27 and 32, [Quasar] and [Mr Sandilands] shall not be in breach of this Agreement, nor shall [CBC] have any rights against [Quasar] or [Mr Sandilands] under this Agreement, arising out of any material prepared or presented by [Mr Sandilands] under this Agreement, unless each of (a) to (d) (both inclusive) below is satisfied:

- (a) *the material was actually publicly exploited under this Agreement;*
and

- (b) *[Mr Sandilands] had actual knowledge that that material would, or was likely to, breach a term of this Agreement or give rise to a Claim; and*
- (c) *the aspect of the material that would, but for this provision, breach this Agreement or give rise to a Claim could not have been known by the Censor or the legal clearance personnel of the Company privy to the material prior to its exploitation; and*
- (d) *the material was not of the type referred to in clauses 17.1(j) or 17.1(k);*

but this clause 5.5 does not apply on any occasion where [CBC's] legal clearance personnel (which may include legal counsel, censor, Content Director or producers) gave a specific direction to [Quasar] or [Mr Sandilands] not to prepare or present the specific material and the Contractor disregarded that direction on that occasion.;

(b) say further that:

- (i) on its proper construction, clause 5.5 of the Quasar BSA does not operate to exclude a breach or a right if the conduct giving rise to the breach or right would have done so irrespective of whether it was part of material prepared or presented by Mr Sandilands;

Particulars

1. Were it otherwise, clause 5.5 of the Quasar BSA would have commercially absurd results. Mr Sandilands could engage in workplace bullying (or for that matter, more serious interpersonal conduct such as true threats or fraud), including directed at CBC's own employees, in the course of preparing or presenting material. That conduct would, in the absence of cl 5.5, give rise to breaches of, or rights under, the Quasar BSA irrespective of whether it was part of 'material', or whether it was ever publicly exploited. It would be absurd if CBC's rights in respect of such conduct were contingent upon whether it happened to have occurred in the course of preparing or presenting material. Further, CBC would have no recourse at all if the material was not publicly exploited.

2. Further, were it otherwise, clause 5.5 of the Quasar BSA would have the even more perverse result that if Mr Sandilands did engage in such workplace bullying (or more serious misconduct) in the course of preparing or presenting material, CBC's rights would be *greater* if CBC permitted the material to go to air (because if it dumped the material, clause 5.5(a) would not be satisfied and CBC would have no recourse).

(ii) at the date of the Quasar BSA:

1. ARN employed 2 employees whose full time role was to act as censors for 'The Kyle and Jackie O Show';
2. the role of the censors each day included:
 - a. before and after the program aired, reviewing and checking plans for future episodes, including for the purpose of identifying content that may pose an elevated regulatory, legal, reputational, or sponsor risk, or which otherwise might require directions to be provided to the presenters and production team, and advising ARN's legal department about such matters; and
3. monitoring The Kyle and Jackie O Show whilst it was on air, including 'bleeping' or 'dumping' content (as alleged in more detail below);
4. the Show Director of The Kyle and Jackie O was Mr Bruno Bouchet, who was employed by ARN and was also employed by Mr Sandilands (or an entity associated with him) as Mr Sandilands' personal manager;
5. although the censors had the technical capacity to 'dump' content (that is, delete a portion of recorded audio from the 30-second broadcast buffer) and to 'bleep' content (that is, insert a 'bleeping' noise in substitution for recorded audio):
 - a. the censors could be directed to dump content by Mr Bouchet, Show Director of The Kyle and Jackie O Show, or by senior members of the production team; and

- b. the censoring of the live program that occurred was almost always limited to 'bleeping'; and
6. the censors operated a 30 second delay, with the consequence that they had at most 30 seconds to decide whether to bleep or dump content; and
 7. when content is dumped, the delay is temporarily reduced by the duration of the dump until a 30 second delay can be re-established, with the result that in that period there is less than 30 seconds between when the presenters make statements and when those statements go to air;
- (iii) on the proper construction of clause 5.5(c) of the Quasar BSA:
1. the fact that a Censor might hear material during the '30-second delay' referred to in clause 6(b) does not mean that it could have been known for the purposes of the sub-clause; and

Particulars

1. Were it otherwise, the extensive proviso reflected in clauses 5.5(a)-(d) would effectively have no operation. That is because by clause 6(b), the parties contemplated that the censor would always "*operate a 30-second delay*".
 2. Paragraph 9(b)(ii) above is repeated.
2. the words "prior to its exploitation" denote a sufficient period of time prior to exploitation to enable the Censor or legal clearance personnel to reasonably consider whether to give a specific direction of the kind referred to in the clause; and

Particulars

1. Paragraph 9(b)(ii) above is repeated.
2. The clause contains a further proviso that it does not apply when a 'specific direction' is given not to prepare or present the material. The commercial purpose or object to be secured by sub-paragraph (c) is to confer protection on Quasar where the legal clearance personnel referred to therein have had an

opportunity to direct him not to prepare or present the material and not made such a direction.

(iv) clause 5.5 of the Quasar BSA is an exclusion clause and so is to be construed *contra proferentem* where the ordinary tools of contract interpretation still result in ambiguity; and

(c) otherwise deny the paragraph.

C. ALLEGATIONS UNDER THE HEADING ‘THE CO-PRESENTER’

10. In answer to paragraph 10 of the Statement of Claim, the Respondents:

(a) admit that by clause 2A of the Quasar BSA, CBC warranted that it would enter into a broadcast services agreement for the services of Ms Henderson to be provided to CBC for the Program during the Term;

(b) otherwise deny the paragraph; and

(c) says further that this warranty was true, in respect of which paragraph 11 below is repeated.

11. In answer to paragraph 11 of the Statement of Claim, the Respondents:

(a) admit that:

(i) on 30 October 2023, Ms Henderson, Henderson Media, and CBC entered into a contract (the **Henderson BSA**); and

(ii) pursuant to the Henderson BSA, Henderson Media and Ms Henderson were, amongst other things, obliged to provide certain services to CBC;

(b) say further that:

(i) it was a term of the Henderson BSA that Henderson Media would provide CBC with the Program Services (as defined) through Ms Henderson;

(ii) ‘Program Services’ was defined in the Henderson BSA to mean:

the provision by [Henderson Media] of [Ms Henderson] to present the Program, as well as the provision of any or all of the following services:

- (a) *live or recorded broadcast, broadcast material and broadcast expertise in connection with the Radio Station or the Program;*
 - (b) *all work necessary for [Ms Henderson] in order to plan and prepare broadcast material related to the Program;*
 - (c) *further material or services as reasonably required by [CBC] in relation to the Program and publicity for the Radio Station or the Program including:*
 - (i) *presentation of broadcasts (whether live or recorded) of agreed additional material at such times and on such days as agreed by the parties;*
 - (ii) *the recording by [Ms Henderson] of any voice track or material to be aired by the Radio Station;*
 - (iii) *performance of original segments created by [Ms Henderson] during any live broadcast or recorded by [Ms Henderson] and aired at a future date to either promote the Program or to be aired as part of a "Best Of" package;*
 - (iv) *Live Reads by [Ms Henderson] as agreed by the parties;*
 - (v) *public appearances by [Ms Henderson] in relation to the Program and its promotion as agreed by the parties;*
 - (vi) *Creation of online and social media materials and campaigns (including minor lines or links to be included in the replay of the Program as a podcast) for the purpose of promoting the Radio Station or the Program; and*
- (iii) 'Program' was defined in the Henderson BSA to mean:

the live broadcast on the Radio Station set out in Item 4 of Schedule 1 and/or any other broadcast (whether live or pre-recorded) on any

radio station that [Henderson Media] through [Ms Henderson] agrees to perform in addition to or in substitution for that live broadcast; and

- (iv) Item 4 of Schedule 1 to the Henderson BSA provided:

Breakfast program for the Radio Station to be presented by [Ms Henderson] and [Mr Sandilands] or other agreed co-host;

- (v) on the proper construction of the Henderson BSA, the commercial purpose or object that the parties (objectively construed) mutually intended to be secured by (amongst other terms) clause 5.1 of the Henderson BSA was to obtain Ms Henderson's presentation of a radio program that, in the absence of mutual agreement to the contrary, was both:

1. a breakfast program; and
2. presented by Ms Henderson and Mr Sandilands;

- (vi) on the proper construction of the definition of 'Program' in the Henderson BSA, that defined term only extended to a breakfast program hosted by anyone other than Ms Henderson and Mr Sandilands where the identity of a different co-host was agreed between (on the one hand) CBC and (on the other hand) Henderson Media and/or Ms Henderson; and

- (vii) on the proper construction of the definition of 'Program' in the Henderson BSA, that defined term only extended to broadcasts other than the broadcast set out in Item 4 of Schedule 1 where that was agreed between (on the one hand) CBC and (on the other hand) Henderson Media through Ms Henderson; and

- (c) otherwise deny the paragraph.

12. The Respondents admit paragraph 12 of the Statement of Claim.

D. ALLEGATIONS UNDER THE HEADING 'THE PURPORTED NOTICE TO REMEDY AND PURPORTED TERMINATION'

13. The Respondents admit paragraph 13 of the Statement of Claim.

14. In answer to paragraph 14 of the Statement of Claim, the Respondents:

- (a) admit that the notice referred to therein contained, amongst other things, the

matters referred to in sub-paragraphs (a)-(e);

- (b) say further in answer to paragraph 14(f) that as clause 5.5 of the Quasar BSA is an exclusion clause without any application, it was not necessary for it to be referred to in that notice;
- (c) will rely upon the whole of the notice referred to therein, for the proper construction of that notice; and
- (d) otherwise deny the paragraph.

15. In answer to paragraph 15 of the Statement of Claim, the Respondents:

- (a) admit the paragraph; and
- (b) say further that the notice referred to therein terminated the Quasar BSA.

E. ALLEGATIONS UNDER THE HEADING ‘THE PURPORTED TERMINATION WAS INVALID AND OF NO EFFECT’

16. In answer to paragraph 16 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that:
 - (i) the conduct engaged in by Mr Sandilands was not conduct that CBC desired Quasar or Mr Sandilands to engage in, or conduct that was required to be performed under the Quasar BSA; and
 - (ii) to the extent that the particulars to the paragraph make an implicit allegation about the nature of the ‘relationship’ between CBC and Quasar, the particulars are embarrassing, in that no material facts are pleaded to establish the ‘nature’ of that relationship.

16A. In further answer to paragraph 16, the Respondents say that the conduct referred to therein constituted “serious misconduct” for the reasons set out at paragraphs 16B to 16Z below.

Mr Sandilands' and Quasar's conduct on 20 February 2026

16B. On 20 February 2026, Mr Sandilands made comments to Ms Henderson about her character, reputation, professional standing, and ability to present 'The Kyle and Jackie O Show' (**the 20 February conduct**).

Particulars

1. A transcript of Mr Sandilands' comments is at Schedule 2 to this Defence.
 2. Mr Sandilands made comments that Ms Henderson had a "*fixation*" with astrology that made her "*almost unworkable*".
 3. Mr Sandilands made comments that Ms Henderson is "*off with the fairies with this shit, it's mental*" and "*every segment every time you've spoken, you're off with the... you don't even know what's going on*".
 4. Ms Henderson advised Mr Sandilands that she was offended by his comments, to which he replied "*Well, too bad if you are*".
 5. Mr Sandilands made comments that Ms Henderson was "*not doing the rest of the job and everyone in this building has mentioned it to me, and I've just said I'm not getting involved. That's a management position I've got no problem*".
 6. Mr Sandilands made comments that "*this is constant, you don't know what the fuck is happening all the time because you're looking at that phone playing in the stars and it's ridiculous*".
 7. Mr Sandilands made comments implying that as a consequence of Mr Sandilands' relationship with Ms Henderson, that he had liberty to engage in bullying conduct towards her such as "*Oh, Christ's sake you know the - I'm not married to you I don't have to buy into all this backwards and forwards you're a this, you're a this, you're a that, I'm not interested*".
 8. Mr Sandilands made comments that "*... you're off with the fairies, you're unfocused, you don't give a shit*" and when Ms Henderson said he was saying she was "*not doing [her] job well*", Mr Sandilands replied "*that is correct, you're not*".
 9. Mr Sandilands made comments that "*you can't start crying about it, it's not even that big a deal*".
- 16C. The 20 February conduct caused Ms Henderson serious hurt and offence, and caused her to become became visibly and audibly upset.
- 16D. Prior to the 20 February conduct, Mr Sandilands had repeatedly bullied Ms Henderson in the workplace, as pleaded in paragraphs 16E to 16T and 16W below.
- 16E. During the 20 August 2025 broadcast of The Kyle and Jackie O Show, Mr Sandilands

made comments on-air about Ms Henderson's character and personal dating life.

Particulars

1. Mr Sandilands referred to "*...all of your psycho-babble...*" in relation to Ms Henderson's comments on-air.
2. Mr Sandilands remarked, "*...why does everything have to be some weird, psychological bullshit*", and later stated, "*...that's mental*".
3. Mr Sandilands remarked, "*...I am worried about you on another note, that you'll never find anyone because there is, all of these requirements that you have...*".
4. Ms Henderson said, "*...don't attack me*," to which Mr Sandilands replied, "*This is talking, this isn't attacking...you need to drop all the hype words...oh here we go, you don't even listen*".
5. Mr Sandilands remarked, "*Your real is not everyone's real*".
6. Mr Sandilands remarked, "*Why don't you just get rid of all of this rubbish that you've learnt and just go out and date and just let everyone be free...*".
7. Mr Sandilands said about Ms Henderson, "*Doesn't she get angry with me when I don't know all the lingo she says, she's so agitated like I should know everything.*"
8. Mr Sandilands said to Ms Henderson, "*You just keep saying the same bullshit statement that no one understands...*".
9. Ms Henderson said, "*you're pushing me too far*", and momentarily left the show.
10. Mr Sandilands remarked to Brooklyn Ross, Breakfast Show team member, "*all those books but no idea*" in relation to Ms Henderson's comments on anxiety.
11. Mr Sandilands referred to Ms Henderson's "period time".

16F. These comments were offensive and degrading.

16G. Ms Henderson considers and at all material times considered that these comments were offensive and degrading.

Particulars

1. Ms Henderson has pleaded that these comments were offensive and degrading in paragraph 14 of her Statement of Claim in proceedings NSD507/2026 (the **Henderson SOC**).
- 16H. During the 10 September 2025 broadcast of The Kyle and Jackie O Show, Ms Henderson and Mr Sandilands had an exchange on air in which Mr Sandilands swore at Ms Henderson and spoke to her contemptuously.
- 16I. Immediately afterwards, Mr Sandilands made the following off air comments to and about

Ms Henderson and ARN staff during filming:

Ms Henderson: Kyle, that's a bit rough, like, fucken hell. I haven't done anything to fucken cop it.

Mr Sandilands: Too bad if it's rough, that's what I've been dealing with you for the last 12 months. Not interested. Not connected.

Ms Henderson: No, I'm not attacking you...

Mr Sandilands: No real paying attention.

Ms Henderson: No that is so not, that is so unfair.

Mr Sandilands: I don't give a fuck! That is the truth. You wanna know the truth, here's the truth. Today's the first day you've ever paid any attention or had to carry anything in the opener, and it's all shit.

Ms Henderson: Oh fuck off, fuck you.

Mr Sandilands: Fuck you too.

Ms Henderson: I'm going.

Mr Sandilands: Welcome to the real world.

And every time I say something – get back to fucking work!

...

Mr Sandilands: Move it. All these people running around doing bullshit.

And the thing that really pisses me off is every time I'm trying to do something to rescue it she goes 'But what do you mean. Oh I don't think-'. Like it's just a fucking pathetic situation.

Jaimee Blazquez: She's not going to come back.

Mr Sandilands: So what? I don't give a fuck.

Ms Blazquez: OK cool. Just letting you know.

Mr Sandilands: I'm sick and tired of every time I try and rescue this show she goes 'what do you mean, oh that's not nice, oh don't – it's just fucking

pathetic. She's too much of a mother hen and not focussed on the show enough.

Zane Dean: OK we have one minute until we're going on air. Umm what would you like to...

Mr Sandilands: Don't fucking bother coming back either until you get your fucking shit together like a normal person. I've been doing, I've been carrying this whole show for fucking a year. And every time I bring up anything, Brooklyn and [muffled] say nothing. I'm just left here with a limp dick in my hand. Welcome to my fucking world. Now everyone knows and she's like 'that's not fair', and everyone here knows that that's true.

- 16J. On 11 September 2025, Ms Henderson sent a text message to Mr Derek Bargwana, Head of the KIIS Network, saying *"Yeah it's fine today. But let's make sure Hamish [McLennan] and Ciaran [Davis] start to think about how to address this. We are getting a lot of complaints from listeners, calling it an abusive relationship, women especially. I can send you though some [of] the examples."*
- 16K. On 15 September 2025, Ms Henderson, through her agent, Ms Gemma O'Neill, made a complaint of bullying by Mr Sandilands via a telephone call to Ms Lauren Joyce, ARN's Chief Audiences & Content Officers.
- 16L. On 16 September 2025, Ms Joyce sent an email to Ms O'Neill, which amongst other things requested that Ms Henderson provide full details about the conduct about which she complained and about her concerns, which letter stated as follows:

Dear Gemma,

Following our call yesterday, I want to acknowledge the seriousness of what you shared regarding the argument between Kyle and Jackie and Jackie's feelings of being bullied. I want to be clear — this is a serious matter, and Jackie's wellbeing is our priority.

As you know, ARN has obligations under the Fair Work Act to ensure a safe workplace, including protecting people from risks to their psychological health. We are absolutely committed to upholding those obligations and to making sure Jackie feels safe, supported, and respected.

To enable us to respond appropriately, we would be grateful if Jackie could provide

full details of the incident and her concerns. This will allow us to carry out a fair and thorough workplace investigation and, importantly, to understand how best to support her. Any information Jackie provides will, of course, be treated with strict confidentiality for now. She can share this with me directly, with Angie Herridge (Acting Chief People Officer, at [...]), or if preferred, via our independent whistleblower service here: [...]

Please let me know when we might expect Jackie's account so that we can progress quickly. We will handle this with the utmost care and sensitivity, with Jackie's wellbeing at the centre of every step.

- 16M. On 16 September 2025, Ms O'Neill responded to that email, declining to provide any further detail, by saying:

Hi Lauren,

Thanks for your note and hope you're well today! Jackie has already spoken and messaged with DB [Mr Bargwanna] about this particular incident. He'll have info on what happened and I suspect he'll have the off air / on air audio too. He would be best bet to chat to with regards to this and what occurred.

- 16N. On or about 8 December 2025, Ms Henderson said to Mr Bargwanna words to the effect that no further action was required from ARN in relation to her complaint made through Ms O'Neill on 15 September 2025.

- 16O. On 21 February 2026, immediately after the 20 February conduct, Ms Henderson sent a text message to Mr Michael Stephenson, Chief Executive Officer of ARN, and Ms Kerrie Elstub, Chief Content Officer of ARN, saying amongst other things:

Firstly, thank you both for checking in, it genuinely means a lot.

I've had some time to sit with what happened on Friday's show and honestly, it still doesn't sit well with me. Kyle and I have had our differences over the years and I can go along with a lot, but this felt different. Repeatedly saying I don't know what's going on in every break and that I've become unworkable and suggesting that management may need to step in because so many people are complaining about my incompetence (none of which is accurate) undermined my credibility in a really public way. It felt unfair, inappropriate, aggressive and completely unprovoked.

I take a lot of pride in my professionalism and reputation, so having that questioned on air was confronting. Particularly with how much was fabricated.

- 16P. On 26 February 2026, Ms Henderson and Henderson Media’s solicitors, sent a letter to CBC and ARN (the **Complaint Letter**).
- 16Q. The Complaint Letter alleged that Mr Sandilands had repeatedly bullied Ms Henderson in the workplace.

Particulars

1. The Complaint Letter included: *“this letter does not intend to set out all events that our client may rely on to evidence both the systemic and ongoing patterns of bullying and disrespectful behaviour towards her by Mr Sandilands and the repeated failure of the Group to either discipline Mr Sandilands or take the necessary action to cease and prevent workplace bullying and remove a risk to the workplace health and safety of persons engaged by the Group”.*
2. The Complaint Letter included: *“On the morning of 20 February 2026, Ms Henderson was again the subject of incessant bullying from her KIIS 106.5 co-host, Mr Sandilands on live radio.... At no stage during the segment did anyone at the Group attempt to stop the bullying or protect Ms Henderson from the ongoing threats to her career, character, reputation and professional standing.”*
3. The Complaint Letter included: *“During that segment, Mr Sandilands made repeated, relentless and factually inaccurate comments about Ms Henderson's character and ability to perform her role...”*
4. The Complaint Letter included:

“The Group has been previously well aware, including by being notified by Ms Henderson, of Mr Sandilands' bullying and a review of your internal records should set out the extent of this including the specific incidents that have been reported to date.

Our client has other examples and audio (both on air and off air) to support a claim of repeated and constant workplace bullying that she has endured at the hands of Mr Sandilands as well as numerous witnesses to the behaviour within the workplace. The mere fact that this behaviour is frequent and has been continuing for a prolonged period of time also goes to demonstrate that the Group has not taken the required action to act in compliance with its obligations to provide a safe place of work.

The consistent and ongoing bullying has left Ms Henderson psychologically unwell and has defamed and humiliated her in a public forum that has been reported in News.com.au, Daily Telegraph, Daily Mail, Herald Sun, Sydney Morning Herald, The Age, 7NEWS, the ABC, Mediaweek, PerthNow and an extensive list of television, print and online news outlets."

5. The Complaint Letter included: *"Should a report be made to SafeWork NSW, it is now highly likely that the Group will be found to have breached its duty of care to Ms Henderson by exposing her to Mr Sandilands' bullying conduct over a prolonged period."*
 6. The Complaint Letter included: *"The Group has been responsible for publishing and distributing material about Ms Henderson that is untrue and has and will cause serious harm to her reputation, both personally and professionally. Therefore, this has also now caused our client to consider the issue of defamation proceedings and there can be no doubt that the statements made will satisfy the required threshold of serious harm if judicially examined."*
 7. The Complaint Letter included: *"The simple fact is that our client has been attacked and bullied on live prime time radio. There is evidence that she has endured persistent and relentless bullying by Mr Sandilands well before the 20 February 2026 incident which despite numerous opportunities, the Group has failed to adequately address both at law and ethically."*
- 16R. The Complaint Letter stated (amongst other things), under the heading *"Alternate arrangements now required by Ms Henderson"*, that *"our client cannot continue to work with Mr Sandilands"*.
- 16S. The Complaint Letter unequivocally conveyed the objective meaning that Ms Henderson would not present a radio program with Mr Sandilands again.

Particulars

1. The Complaint Letter stated that *"our client cannot continue to work with Mr Sandilands"*.
2. The Complaint Letter stated that *"direct contact with Mr Sandilands is now untenable"*.
3. The intention objectively conveyed by the Complaint Letter that Ms Henderson would not present a radio program with Mr Sandilands again was unequivocal, not limited in time, and not conditional upon any future contingency (and in particular, it was not

subject to CBC agreeing to an alternative co-host, or to CBC first addressing any putative health and safety concerns to Ms Henderson's satisfaction).

- 16T. The Complaint Letter unequivocally conveyed the objective meaning that Ms Henderson would not in future present a breakfast radio program under the Henderson BSA.

Particulars

1. The Complaint Letter stated that "*our client is willing to continue the Agreement as a Presenter but requires the Group to propose an alternate daypart*".
 2. The Complaint Letter stated that "*This letter has been prepared on an open basis so that it can be relied on by Ms Henderson to prove continued failure by the Group to comply with its numerous obligations if Ms Henderson is prohibited from continuing the Agreement in an alternate daypart*".
 3. The Complaint Letter stated that "*Ms Henderson will not be able to return until a suitable alternate day part is found*".
 4. The intention objectively conveyed by the Complaint Letter that Ms Henderson would not in future present a breakfast radio program under the Henderson BSA was unequivocal, not limited in time, and not conditional upon any future contingency (and in particular, it was not subject to upon CBC agreeing to an alternative daypart, or to CBC first addressing any putative health and safety concerns to Ms Henderson's satisfaction).
- 16U. In the premises, by the Complaint Letter, Henderson Media and Ms Henderson repudiated the Henderson BSA.
- 16V. CBC terminated the Henderson BSA by written notice on 3 March 2026.
- 16W. Ms Henderson has, prior to 20 February 2026, endured other instances of workplace bullying and harassment at the hands of Mr Sandilands.

Particulars

1. Ms Henderson, through solicitors, has confirmed that she has examples of audio (both on air and off air) to support a claim of repeated and constant workplace bullying that she has endured at the hands of Mr Sandilands, as well as numerous witnesses to the behaviour within the workplace.
 2. Further particulars may be provided after production pursuant to discovery and subpoenas.
- 16X. Further, the Respondents repeat paragraph 6(b) above.

16Y. In circumstances where:

- (a) Quasar was an independent contractor;
- (b) Mr Sandilands had no legal relationship with CBC;
- (c) the Quasar BSA provided that, subject to the other terms of the Quasar BSA, Quasar was solely responsible for controlling the manner in which it provides the Program Services;
- (d) the dynamic nature of live radio such that, once the Program commences, there is limited capacity for CBC to control what the presenters do; and
- (e) Mr Sandilands had been co-hosting 'The Kyle and Jackie O Show' with Ms Henderson for over 20 years,

CBC was reliant on Quasar through Mr Sandilands to fulfil Quasar's obligations under the Quasar BSA (including the management of Mr Sandilands' relationship with Ms Henderson).

16Z. In the premises of paragraphs 16B to 16T and 16W to 16Y above, including:

- (a) the centrality of Ms Henderson's participation to the Program;
- (b) Mr Sandilands' destruction of his relationship with Ms Henderson, in circumstances where the management of that relationship was fundamental to the commercial object of the Quasar BSA;
- (c) the seriousness of the 20 February conduct, including because it was workplace bullying and harassment (which by itself constituted "serious misconduct" for the purposes of clause 17.1(a) of the Quasar BSA);
- (d) the fact that the 20 February conduct was not isolated or accidental, but part of a persistent course of workplace bullying and harassment of Ms Henderson of which she had complained; and
- (e) the fact that Mr Sandilands' bullying and harassment was so severe that Ms Henderson refused ever to work with Mr Sandilands again,

the 20 February conduct was "serious misconduct" for the purposes of clause 17.1(a) of the Quasar BSA.

16AA. Further and alternatively, the whole of the conduct alleged in paragraphs 16B to 16T and

16W above (the **Course of Conduct**), in the premises of those paragraphs and paragraphs 16X to 16Y above, constituted “serious misconduct” for the purposes of clause 17.1(a) of the Quasar BSA.

17. In answer to paragraph 17 of the Statement of Claim, the Respondents:

(a) deny the paragraph; and

(b) say further that:

(i) the serious injury and imminent injury to CBC’s business was Ms Henderson’s refusal ever to present with Mr Sandilands again;

(ii) in circumstances where Ms Henderson had already unequivocally conveyed that:

1. Ms Henderson would not present a radio program with Mr Sandilands again; and

2. Ms Henderson would not in future present a breakfast radio program under the Henderson BSA,

prior to the termination (or any purported termination) of the Henderson BSA, that termination (or purported termination) was not and could not have been the cause of Ms Henderson’s refusal ever to present with Mr Sandilands again; and

(iii) further or alternatively, if the serious and imminent injury is (as paragraph 17 of the Statement of Claim presumes) was Ms Henderson not being available to present the Program, in circumstances where Ms Henderson had already unequivocally conveyed that:

1. Ms Henderson would not present a radio program with Mr Sandilands again; and

2. Ms Henderson would not in future present a breakfast radio program under the Henderson BSA,

the termination (or any purported termination) of the Henderson BSA was irrelevant to that injury.

18. In answer to paragraph 18 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
 - (b) say further that the fact that the Quasar BSA contemplated that Program Services might, with CBC's consent, involve a co-host other than Ms Henderson does not have the consequence or corollary that her refusal ever to present with Mr Sandilands again, or her not being available to present the Program, did not affect or compromise the Program Services.
19. In answer to paragraph 19 of the Statement of Claim, the Respondents:
- (a) deny the paragraph; and
 - (b) say further that the word 'reasonable' in the phrase 'reasonable opportunity' in clause 17.1(a) of the Quasar BSA refers to the period of time within which the serious misconduct may be remedied, rather than the quality of the opportunity, as is made clear by the words used ("reasonable opportunity by notice in writing... (not exceeding in 14 days)") and by the fact that the clause provides that no opportunity to remedy is required to be given in circumstances where the serious misconduct is not capable of being remedied.
20. In answer to paragraph 20 of the Statement of Claim, the Respondents:
- (a) deny the paragraph; and
 - (b) say further that:
 - (i) paragraph 16Z above is repeated;
 - (ii) the 20 February conduct affected or compromised the Program Services by causing serious and imminent injury to CBC's business;

Particulars

1. The serious and imminent injury was Ms Henderson's refusal ever to present with Mr Sandilands again.
 2. Alternatively, the serious and imminent injury was (as characterised in paragraph 17 of the Statement of Claim) Ms Henderson not being available to present the Program.
 3. Paragraphs 17(b) and 18(b) above are repeated.
- (iii) on 3 March 2026, CBC gave notice in writing to remedy the 20 February conduct, referring specifically to clause 17.1(a)(ii) of the Quasar BSA;

- (iv) that serious misconduct was not remedied by 18 March 2026;
- (v) in the premises, either:
 1. the serious misconduct was not capable of being remedied; or
 2. Mr Sandilands, having been given a reasonable opportunity (not exceeding 14 days) to remedy the serious misconduct, did not remedy the serious misconduct,

and in either case, CBC was entitled to immediately terminate the Quasar BSA on or after 18 March 2026 pursuant to clause 17.1(a)(ii) of the Quasar BSA; and
- (vi) by notice in writing to Quasar dated 18 March 2026, CBC terminated the Quasar BSA.

20A. Further or alternatively to what is alleged in paragraph 20(b) above:

- (a) the 20 February conduct, alternatively the Course of Conduct, was conduct that affected or compromised the Program Services by causing serious and imminent injury to CBC's business;

Particulars

1. The serious and imminent injury was Ms Henderson's refusal ever to present with Mr Sandilands again.
 2. Alternatively, the serious and imminent injury was (as characterised in paragraph 17 of the Statement of Claim) Ms Henderson not being available to present the Program.
- (b) the 20 February conduct, alternatively the Course of Conduct, was conduct that affected or compromised the Program Services by causing serious and imminent risk to the health and safety of a person, being Ms Henderson;

Particulars

3. The Complaint Letter complained that the 20 February conduct constituted, and it did constitute, "*incessant bullying*" and "*repeated, relentless and factually inaccurate comments about Ms Henderson's character and ability to perform her role*".

4. The Complaint Letter asserts, as was the fact, that Ms Henderson was 'psychologically impacted' by the 20 February conduct.
 5. The Complaint Letter asserts that Ms Henderson is, and she is, psychologically unwell as a result of Mr Sandilands' consistent and ongoing bullying.
 6. The Complaint Letter asserts that Ms Henderson suffers, and she suffers, from a psychological illness, arising from being exposed to Mr Sandilands' bullying conduct.
- (c) that serious misconduct was not capable of being remedied and accordingly gave rise to a right to terminate, without notice to remedy first being provided, pursuant to clause 17.1(a);

Particulars

1. The particulars to paragraph 20A(a) and (a) above are repeated.
 2. In the Complaint Letter, Ms Henderson through her solicitors stated that direct contact with Mr Sandilands was 'untenable', Mr Sandilands is a foreseeable and continuing risk to her psychological wellbeing, and she cannot continue to work with Mr Sandilands.
 3. Further and alternatively, CBC terminated the Henderson BSA.
- (d) accordingly, CBC was entitled to immediately terminate the Quasar BSA pursuant to cl 17.1(a)(i) of the Quasar BSA; and
- (e) by notice in writing to Quasar dated 18 March 2026, CBC terminated the Quasar BSA.
21. In answer to paragraph 21, the Respondents:
- (a) deny the paragraph; and
 - (b) say further:
 - (i) paragraphs 16A to 16AA above are repeated; and
 - (ii) the 20 February conduct constituted a persistent, and serious breach of clauses 5.2, 5.3(a), 5.3(h), and 5.3(l) of the Quasar BSA.
22. In answer to paragraph 22, the Respondents:
- (a) deny the paragraph; and
 - (b) say further:

- (i) paragraphs 16A to 16AA above are repeated; and
- (ii) the 20 February conduct constituted a persistent, and serious, breach of clauses 5.2, 5.3(a), 5.3(h), and 5.3(l) of the Quasar BSA.

23. In answer to paragraph 23, the Respondents:

- (a) deny the paragraph; and
- (b) say further:
 - (i) paragraphs 16A to 16AA above are repeated; and
 - (ii) the 20 February conduct constituted a persistent, and serious, breach of clauses 5.2, 5.3(a), 5.3(h), and 5.3(l) of the Quasar BSA.

24. In answer to paragraph 24 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) repeat paragraphs 17(b)(ii), 17(b)(iii), and 19(b) above.

25. In answer to paragraph 25 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that:
 - (i) paragraph 16Z above is repeated;
 - (ii) paragraphs 21(b), 22(b), and 23(b) above are repeated;
 - (iii) on 3 March 2026, CBC gave notice in writing to remedy the persistent and serious breaches;
 - (iv) the persistent and serious breaches were not remedied by 18 March 2026;
 - (v) in the premises, either:
 1. the persistent and serious breaches were not capable of being remedied; or
 2. Quasar, having been given a reasonable opportunity (not exceeding 14 days) to remedy the persistent and serious breaches, did not remedy the persistent and serious breaches,

and in either case, CBC was entitled to immediately terminate the Quasar BSA on or after 18 March 2026 pursuant to cl 17.1(b) of the Quasar BSA; and

- (vi) by notice in writing to Quasar dated 18 March 2026, CBC terminated the Quasar BSA.

25A. Further or alternatively to what is alleged in paragraph 25(b) above:

- (a) paragraph 16Z above is repeated;
- (b) Quasar conducted a business or undertaking, being to, under the Quasar BSA, develop and present "The Kyle and Jackie O Show" as part of a shared creative undertaking with Ms Henderson;
- (c) Quasar was and is a person conducting a business or undertaking for the purposes of the *Workplace Health and Safety Act 2011* (NSW) (the **Act**);
- (d) CBC's studio was and is a workplace for the purposes of s 8(1) of the Act;
- (e) Ms Henderson was a worker for the purposes of s 7(1) of the Act who was caused to be engaged by Quasar and whose activities in carrying out work were influenced by Quasar while she was at work in the business or undertaking;
- (f) in the premises, by operation of s 19 of the Act, Quasar had a duty to ensure, so far as is reasonably practicable, the health and safety of Ms Henderson, including her psychological health;
- (g) by the 20 February conduct Quasar (through the actions of Mr Sandilands) breached that duty;
- (h) Mr Sandilands was and is a worker for the purposes of s 7(1) of the Act;
- (i) in the premises, by operation of s 28 of the Act, Mr Sandilands had a duty to take reasonable care that his or her acts or omissions do not adversely affect the health and safety of Ms Henderson, including her psychological health;
- (j) by the 20 February conduct Mr Sandilands breached that duty;
- (k) on 12 December 2025, Mr Sandilands was directed to comply with the ARN Work Health and Safety Policy (**WHS Policy**), the ARN Code of Conduct (**Code of Conduct**) and the Respect in the Workplace Policy (**Respect Policy**);

Particulars

1. Letter from ARN to Mr Sandilands dated 12 December 2025.
2. ARN Workplace Health and Safety Policy dated 18 July 2025.
3. ARN Code of Conduct dated 23 November 2022.
4. Respect in the Workplace Policy, dated 15 June 2025.

- (l) the policies referred to at paragraph 25A(k) are:
- (i) reasonably required to enable CBC to comply with relevant laws, regulations, and industry codes, including the its duty under s19(1) of the Act to ensure, so far as is reasonably practicable, the health and safety of workers who were engaged or caused to be engaged by it and/or workers whose activities in carrying out work were influenced or directed by it while they were at work in ARN or CBC's business or undertaking;
 - (ii) apply generally to all employees and contractors of CBC;
 - (iii) are consistent with the Quasar BSA; and
 - (iv) do not impose additional obligations or restrictions beyond what is already imposed under the Quasar BSA;
- (m) it was a term of the WHS Policy that every person to whom it applies has a responsibility to maintain:
- (i) their own safety; and
 - (ii) the safety of their colleagues, visitors and guests;
- (n) by the 20 February conduct and the Course of Conduct Mr Sandilands breached that term;
- (o) it was a term of the Code of Conduct that every person to whom it applies is expected to always maintain and promote a safe and respectful workplace, including by acting respectfully to ARN personnel and never engaging in bullying or harassment;
- (p) by the 20 February conduct and the Course of Conduct Mr Sandilands breached that term;
- (q) it was a term of the Respect Policy that every person to whom it applies is expected to behave constructively and to take positive action to create a safe and inclusive

environment based in trust and respect;

- (r) by the 20 February conduct and the Course of Conduct Mr Sandilands breached that term;
- (s) in those premises, the 20 February conduct and the Course of Conduct constituted a persistent and serious breach of clauses 5.2, 5.3(a), 5.3(d), 5.3(h) and 5.3(l) of the Quasar BSA by Quasar through the actions of Mr Sandilands;
- (t) the breaches alleged in paragraphs 25A(s) were not capable of being remedied and accordingly gave rise to a right to terminate, without notice to remedy first being provided, pursuant to cl 17.1(b);

Particulars

1. The particulars to paragraph 20A(c) above are repeated.

- (u) accordingly, CBC was entitled to immediately terminate the Quasar BSA pursuant to clause 17.1(b) by no later than 18 March 2026; and
- (v) by notice in writing to Quasar dated 18 March 2026, CBC terminated the Quasar BSA.

26. In answer to paragraph 26 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that:
 - (i) repeat paragraph 9(b) above; and
 - (ii) the breaches of the Quasar BSA pleaded above, and the rights to terminate the Quasar BSA pleaded above arose irrespective of whether the conduct giving rise to them were part of material prepared or presented by Mr Sandilands.

27. In answer to paragraph 27 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) repeat paragraphs 9(b) and 26(b) above.

28. The Respondents deny paragraph 28 of the Statement of Claim.

Particulars of knowledge

1. That Mr Sandilands had actual knowledge that the 20 February conduct would, or was likely to, breach a term of the Quasar BSA or give rise to a Claim is inferred from the nature of the conduct itself, Ms Henderson's reaction as it occurred and his persistence in the face of that reaction, and the terms of the Quasar BSA, which he knew.
29. In answer to paragraph 29 of the Statement of Claim, the Respondents:
- (a) deny the paragraph; and
 - (b) say further that:
 - (i) this paragraph is embarrassing because it fails to identify the basis upon which it is alleged that the 'Impugned Material' could have been known by the Censor prior to its exploitation; and
 - (ii) paragraph 9(b) above is repeated.
 - (iii) on the proper construction of clause 5.5(c) of the Quasar BSA, the fact that a Censor heard material at the time that it was said can never itself have the consequence that the aspect of the material that would breach the Quasar BSA or give rise to a Claim could have been known by the Censor.
30. In answer to paragraph 30 of the Statement of Claim, the Respondents:
- (a) deny the paragraph; and
 - (b) repeat paragraphs 9(b), 26(b), and 29(b) above.
31. In answer to paragraph 31 of the Statement of Claim, the Respondents:
- (a) deny the paragraph;
 - (b) repeat paragraphs 20(b), 20A, 25(b) and 25A above; and
 - (c) say further that:
 - (i) as a matter of principle, either the Court either does not have power to grant specific performance of a contract that involves the performance by one party of service to the other or required their continued co-operation, or otherwise that power is only exercised in extraordinary and exceptional

circumstances which do not apply in this case;

(ii) the Quasar BSA:

1. involves the provision of personal services by Quasar, through Mr Sandilands;
2. requires a significant degree of personal co-operation between Mr Sandilands and employees and officers of CBC, in circumstances where Quasar has wide discretion and power as to how it provides the Program Services (see eg clause 3(b)), and the nature of live radio has the effect that Mr Sandilands has considerable power to say whatever he likes once the Program begins;
3. contains a number of clauses requiring consultation, co-operation, or negotiation between Quasar (or Mr Sandilands) and CBC, including in particular clause 9 ("*Consultation and Approvals*") and clauses 2A(c), (d) and (e); and
4. if it is on foot, has a term (unless terminated earlier) ending in 2034;

(iii) the trust and mutual goodwill between CBC and Quasar and Mr Sandilands that is necessary for the orderly and beneficial performance of the Quasar BSA no longer exists as a result of the matters pleaded above as being serious misconduct and serious and persistent breaches of contract, and the matters pleaded in paragraphs 31A to 31N below;

(iv) Mr Sandilands' presentation of a radio program brings with it various risks, including that:

1. in the circumstances he no longer performs his role satisfactorily in ways that do not amount to a breach of the Quasar BSA or are difficult to otherwise constrain; and
2. risks associated with the publication of defamatory material, contempt of court, and regulatory action;

(v) an order for specific performance would require the Court's regular superintendence; and

(vi) an order for specific performance could not be made against Mr Sandilands or against Quasar and for that reason, specific performance would not be

granted against CBC because of a want of mutuality.

- 31A. On 11 February 2025, during a broadcast of The Kyle and Jackie O Show, Mr Sandilands denigrated the show's censors and asserted that CBC has "*no control whatsoever over what we do on this show*", saying:

"Don't go bleeping this shit out or you censors will have no job"

"Let me explain one more time the bosses have no control whatsoever over what we do on this show. Zero. None. Jackie and I...it starts and ends with what we want to do."

"I put my BLEEEP fellas and ladies. We're contracted to do whatever we want to do. And if you don't like it, too bad. There's no one sneaking around in the background fixing shit, cos there's nothing to fix."

"I don't give a shit [about shareholders]. I got my money. End of caring,"

- 31B. On 30 April 2025, during a broadcast of The Kyle and Jackie O Show, Mr Sandilands made comments disparaging either the show's Melbourne audience or CBC's attempt to grow the Melbourne audience, saying:

"Here's something I haven't even discussed with Jackie. If we don't rate better by the end of this year, I'm pulling the carpet out. I'll just take the show off Melbourne. You can suck my dick."

...

"We're not just going to suck Melbourne off all day, every day"

- 31C. During that broadcast, Mr Sandilands also made comments regarding the online advocacy group known as the 'Mad Fucking Witches':

"It's a real bunch of lunatics, right? It should be illegal. Actually, making a point with my... I know the radio station's dealing with it, but they're very slow. So I'm going to deal with it my way as of next week. I'll get my legal team under it."

I'll have PI's following everyone they've ever known till I find some shit on these folks. I think they're Mothers For Wokeness, MFW. They're a bunch of lunatics. They're actually very threatening."

...

We have these, the MFW people. These lunatic liars that are online that try and cause all this hell. They want this show taken off the air because apparently I'm anti-gay, anti-lesbian, anti-paralytic people, anti-this, anti-that. Completely bullshit, right?

These people are just making money off faking hate for me. I'm going to blow these people out of the water, you watch. It's going to, this whole thing's going to come tumbling down.

...

These are dangerous lunatics. That's all I can say. And now they're on my radar they won't last that long. I'm going to find out all their financials. I know the woman that runs its son's got big issues. I'll look into it all. You want to poke the bear? What happens when the bear wakes up?"

31D. On 16 June 2025, during a broadcast of The Kyle and Jackie O Show, Mr Sandilands made comments about Erin Patterson's murder trial that (in addition to being the subject of a referral to the Victorian Office of Public Prosecutions) had to be taken off the program's podcast following a request from the Supreme Court of Victoria, which included the following:

Mr Sandilands: Plus, she's done, hasn't she done something like this before... with the mushrooms?

Newsreader: Are you talking about the ex-husband thing? I think that was not...

Mr Sandilands: Or any time before.

Newsreader: Yeah, but I don't think they're considering that.

Mr Sandilands: It's not included in this court case?

Newsreader: Yeah.

Mr Sandilands: Yeah, but the rest of us already know. Yeah, you tried to poison the ex. Come on, Barry. You can tell by looking at her. Lock that bitch up.

Newsreader: Just wait until it's done.

Mr Sandilands: [chanting] "Lock her up!"

Ms Henderson: No, no, no, no.

Mr Sandilands: Takes too long. These courts should be in and out, decided, and moved on.

31E. On 30 June 2025, during a broadcast of The Kyle and Jackie O Show, Mr Sandilands made the following comments on air about ARN management:

“Because a lot of these pussies, they show up, they think they’re in charge. Oh, I’m the COO. Whatever that means. We don’t even know what that means. You’re the COO. Are you? COO. The COO. No one gives a rat’s ass, dog. And anyway, that bloke will be gone in eight months’ time anyway. Do you know how many COOs I’ve been through? Thousands. And they all come in, they all think they’re the duck’s nuts. I go, bro, you’ll be gone by September, man. I don’t give a shit what you say. And then they go...But like what, are we going to change our whole way we do everything every time some flop gets appointed in here? No, I’m not doing it.

...

They call it the C-suites. Yes, so do we. The [expletive] suite. Where do all the [expletives] work! ... That’s why they’re called the C-suites.

Listen, companies need these types but Jesus they’re a pain in the ass... And everyone worries. Even on a job site, some bloke shows up with his bloody Ralph Lauren business shirt on, his yellow hard hat that’s not got a bit of dirt on it. You know the feeling? Oh here’s this flop... These blokes they come they go.”

31F. On 2 July 2025, during a broadcast of The Kyle and Jackie O Show, Mr Sandilands berated a censor for using the ‘dump button’, denigrated the censor, and complained about the censor and the law of contempt of court, before leaving the show; that included:

Mr Sandilands: ...by the way guys, I had to speak to our lawyer at the station yesterday. So some of the things that have been beeped out apparently here's another rule that's so stupid.

You’re allowed to talk about anything on the TV news and the newspapers are allowed to speculate, say whatever they want. But if we talked about yesterday that girl that *allegedly* cut the head off the boyfriend, right? Remember the head’s missing.

Oh that all that was 'contempt of court'. I could go to prison for just talking about that. So I'm not allowed to talk about it

I've gotta tell you the radio laws need to be immediately overhauled. We are constrained to all these

[the following content was then dumped]

ridiculous laws and rules. Even the judge in the in that case with the that is currently doing the mushroom case got a letter from the Supreme Court threatening us with contempt of court for daring to mention it.

Everyone's mentioning it. Like this radio should be a reflection of society's conversations. Not some hamstrung bunch of rules familiar these grannies and I'm talking.

[the following was broadcast]

Okay, so the show got dumped in the middle of a planned discussion that I'd already discussed with the legal team about things that have been happening on the show. Why was that dumped censor? When I was using all the correct lingo? You panic dumped it did you? Or what's happened there? Because we're live now, can't get dumped.

Censor: I was given instructions by someone else.

Mr Sandilands: Who?

Censor: He's with you now I believe.

Mr Sandilands: No, Bruno, you're saying? Don't hide things.

Censor: Yes.

Mr Sandilands: Well, that's ridiculous. He sent you a message did he? Saying dump the show? That's why he's run out the bedroom door like a coward. Is that what's happened?

Censor: Well, I don't know what he's doing right now because I can't see his video feed, but, possibly.

Mr Sandilands: Well, just so you know, you dump only when we've broken the law.

...

You know what, that's it. I'm going home. I'm sorry. I'm already home. I'm not going to waste my life coming in here when I'm being given this instruction, that instruction, this archaic law, that archaic law. Not doing it. Just not interested in being puppeteered by losers. Right?

Remember when Derryn Hinch named all these predators and then he was threatened that he would be put in prison for naming child molesters. So he named em and then they put him in jail for it....

I'm not playing ball. So we'll play the ads and then you guys are on your own.

Until this show runs the way I intend it to be run, I will not be back on the air, at all... So well done censor. Well done Bruno, wherever you're hiding in my house.

It's going to take me a good two hours to find this prick. I'm gonna get the dogs and I'm gonna get the I'm going to get the cattle prod and I'm gonna to get looking for Bruno. And whatever you guys have got for the rest of the show, I'll leave it with you.

I ain't gonna waste my life here walking on eggshells around other people's ideas of what I should be doing. I do what I want to do.

And if you don't like it, tough shit. That's the way it is with me. If you don't like it, get a Grant Denyer over here.

Bruno's back.

Mr Bouchet: That's what I'm speaking for.

Mr Sandilands: Oh, you you you instructed the show to be dumped. I was told.

Mr Bouchet: Yeah for the contempt of court stuff.

Mr Sandilands: Why? We have to pretend that we weren't told that.

Mr Bouchet: What sorry?

Mr Sandilands: Well, we have to hide from the audience that I was threatened with contempt of court.

Mr Bouchet: Oh, no, I just don't want you guys going to jail.

Mr Sandilands: I don't give a shit. I'd rather go to jail. I'd rather be raped in jail than be puppeteered by losers.

I'm not doing the show anymore as of this second. So good luck.

Here's the ads. Enjoy the ads. Maybe I'll be on an ad. Maybe I won't.

That's the show ripped up. Judges can shove it in their ass. ACMA can shove it in their ass.

So can the management management of the radio station. Two hands straight in the anus. And clap.

That's a loose ass. Enjoy the rest of the week guys. Arrivederci from me.

- 31G. On 21 October 2025, ACMA found that The Kyle and Jackie O show breached numerous decency provisions in the Commercial Radio Code of Practice (**Code**), saying amongst other things that the show had repeatedly and deliberately aired content that was vulgar, sexually explicit and deeply offensive, and asserting that ARN “*appears unwilling or unable to rein in these presenters*”.
- 31H. On 22 October 2025, ARN directed Mr Sandilands not to talk about any of the following topics on-air:
- (a) any criticism of ARN management or individual ARN staff;
 - (b) any topic that, at the time the direction was issued, was before ACMA awaiting a ruling (including Mr Sandilands’ on-air comments on 24 July 2023 regarding monkeypox and on 1 September 2021 regarding the Paralympics);
 - (c) any topic where, at the time the direction was issued, there were legal proceedings against ARN;
 - (d) News Limited and News Corp.

Particulars

1. Email from Mr Duncan Campbell to Mr Bouchet at 1:46 pm on 22 October 2022.
311. On 13 November 2025, during a broadcast of The Kyle and Jackie O Show, Mr Sandilands discussed the Mad Fucking Witches, ACMA breaches and complaints about the program on air, including:

“Like the government can't control what's said on the internet. But they can control us. So I'm in this position now where I think they can't get rid of me for another 9.3 years. They've got to pay no matter what.

So do I just do I think, oh, you know, well it's not worth the fight? I might as well just hang up the headphones, finish this. I don't need a fight.

I could finish work today and live happily ever after. Raise my child, maybe buy a castle in France and be one of those guys that are continuing to render an old shitter for the rest of his life.

...

So I'm in this weird position. Do I stay here and just watch the company crumble? Or do I just pack it all up?

Say, oh well, these old moles, they lied and tricked everyone. And the government was tricked and the body, the watchdog, they were tricked. Advertisers were tricked...Maybe I just leave.

...

What is the code?... I want it to be read out because it's very hard to understand exactly what it is.

...

I thought to myself, do I even care enough to fight back? And the answer's no, I'm happy to leave.

...

No, no, I don't really want to leave. I enjoy this. But when you are up against someone and you are handcuffed and they are encouraged to throw rocks at you

with no repercussions, what's the point? You know, I can get nasty too behind the scenes if I have to. And I don't want to. Well, I don't want to be burning houses down and shit like that.

...

But this is what these people are inciting people to attack people, to threaten people, and nothing can be done about it. Like, that to me is, that's bullshit... No, no, no. I will respond to that.

...

They actually even put up on their website that me even suggesting that was a form of domestic violence... So these people are loons. They don't really want to do anything right. They want me ended."

- 31J. On 2 December 2025, ACMA notified ARN of its intent to impose licence conditions in respect of the decency provisions of the Code, sexually explicit content, and independent audit and review.
- 31K. On 12 December 2025, ARN issued a direction to Quasar to procure and ensure that Mr Sandilands:
- (a) reads, understands and complies with the Code;
 - (b) reads, understands and complies with Company Policies;
 - (c) when creating broadcasts and Program content, does not:
 - (i) refer in any way to the censors or the actual or potential censorship or dumping of Program content;
 - (ii) refer in any way to the control, or asserted absence of control, that the Company, ARN or ARN management have over the Company or the Presenter; and
 - (iii) belittle or refer to as fake or false complaints about the Program that have resulted in the ACMA, following investigations, concluding breaches of the Code in respect of the Program; and
 - (d) does not make (or cause to be made) any critical comments to, or threats about, the censors, including in connection with the actual or potential censorship or dumping of Program content, or otherwise create or contribute to an environment

in which the censors may feel constrained in the manner in which they censor the Program to comply with the Code and the law.

Particulars

1. Directions Letter from ARN to Mr Sandilands dated 12 December 2025.

31L. On 21 January 2026, Mr Sandilands made the following comments about the ARN censor on air:

Mr Sandilands: The censor is getting married. I don't know. What would you know about being romanced by the Italians?

Ms Henderson: She definitely knows about all the South American, Italian types.

Mr Sandilands: Oh, that's right. She's got all the green cards. She's the green card date, are you?

Ms Henderson: She has dated many. Are they genuine though, Missy [the Censor]?

Mr Sandilands: They go on and on like that, censors. They, they really layer it on thick, do they?

Ms Henderson: Oh, she's not allowed to talk.

Mr Sandilands: Who said?

Ms Henderson: I don't know. Isn't that one of the things that, you know?

Mr Sandilands: I refuse to sign the letters. I don't know what anyone's talking about. I don't know.

Censor: It's my new rule. This will be the first and last time I speak.

Mr Sandilands: Oh, great. So the new management are unstipping, stitching the fibre of the show already without any discussion with me...

Yeah, how about shut up the people we need to shut up.

31M. In an interview with Mr Sandilands that was published in a podcast which was published on 18 February 2026, Mr Sandilands called Ms Henderson a "*loon*".

31N. On 13 March 2026, the Mad Fucking Witches raised concerns with ARN about on-air

comments made by Mr Sandilands.

Particulars

1. Email from Ms Jennie Hill to Mr Michael Stephenson dated 13 March 2026 at 4:50 pm.

F. ALLEGATIONS UNDER THE HEADING 'CBC ENGAGED IN UNCONSCIONABLE CONDUCT' ETC

32. In answer to paragraph 32 of the Statement of Claim, the Respondents:
 - (a) deny the paragraph; and
 - (b) repeat paragraphs 16B to 16AA, 17(b), and 18(b) above.
33. In answer to paragraph 33 of the Statement of Claim, the Respondents:
 - (a) admit that CBC's conduct in giving the notices of 3 and 18 March 2026 was in trade or commerce for the purposes of the ACL; and
 - (b) otherwise deny the paragraph.
34. In answer to paragraph 34 of the Statement of Claim, the Respondents:
 - (a) admit that CBC's conduct in giving the notices of 3 and 18 March 2026 was in connection with the acquisition or possible acquisition of services from Quasar; and
 - (b) otherwise deny the paragraph.
35. The Respondents deny paragraph 35 of the Statement of Claim.
36. In answer to paragraph 36 of the Statement of Claim, the Respondents:
 - (a) deny the paragraph; and
 - (b) say further that:
 - (i) on the hypothesis of the allegation in this paragraph, the Court will have found that CBC was in contract entitled to, and did, terminate the Quasar BSA due to serious misconduct, serious breach of contract, or both; and
 - (ii) the Quasar BSA was an arms' length contract, negotiated with the benefit

of legal representation, under which Quasar received (amongst many other benefits) a fee of \$7.4 million per annum, \$3 million worth of shares, a \$1 million sign on bonus, and a percentage of revenue.

37. In answer to paragraph 37 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that:
 - (i) there is no matter that is pleaded or particularised that alleges a plausible causal connection between (on the one hand) what is alleged to be unconscionable conduct (being the alleged inconsistency referred to in the particulars to paragraph 32 of the Statement of Claim and (on the other hand) the alleged loss suffered by Mr Sandilands (being humiliation and loss alleged to have been suffered because his conduct was impugned in CBC's letters of 3 and 18 March 2026); and
 - (ii) the allegation in this paragraph fails to disclose a reasonable cause of action appropriate to the nature of the pleading, and is liable to be struck out under r 16.21 of the *Federal Court Rules 2011* (Cth).

38. In answer to paragraph 38 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that:
 - (i) on the hypothesis of the allegation in this paragraph, the Court will have found that CBC was in contract entitled to, and did, terminate the Quasar BSA due to serious misconduct, serious breach of contract, or both, with the effect that the TM Agreement automatically terminated; and
 - (ii) the Quasar BSA was an arms' length contract, negotiated with the benefit of legal representation, under which Quasar received (amongst many other benefits) a fee of \$7.4 million per annum, \$3 million worth of shares, a \$1 million sign on bonus, and a percentage of revenue.

39. In answer to paragraph 39 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that:

- (i) in light of the matter alleged in paragraph 37(b) above, Mr Sandilands has no standing to seek the relief identified in paragraph 39, as he is not on any view a person who has suffered loss or damage because of the unconscionable conduct alleged; and
- (ii) further and in any event, paragraphs to 31(c) and 31A to 31N above are repeated.

G. ALLEGATIONS UNDER THE HEADING ‘CBC IS LIABLE TO QUASAR AND QUASAR IP IN DEBT’

40. In answer to paragraph 40 of the Statement of Claim, the Respondents:
- (a) admit that the Quasar BSA had a term to the effect pleaded;
 - (b) say further that the Quasar BSA was terminated on 18 March 2026; and
 - (c) otherwise deny the paragraph.
41. In answer to paragraph 40 of the Statement of Claim, the Respondents:
- (a) admit that on or about 24 March 2026, Quasar provided what purported to be a tax invoice for the purposes of the Quasar BSA;
 - (b) say further that the Quasar BSA was terminated on 18 March 2026; and
 - (c) otherwise deny the paragraph.
42. The Respondents admit paragraph 42 of the Statement of Claim.
43. The Respondents deny paragraph 43 of the Statement of Claim.
44. The Respondents admit paragraph 44 of the Statement of Claim.
45. In answer to paragraph 45 of the Statement of Claim, the Respondents:
- (a) admit that the TM Agreement had a term to the effect pleaded;
 - (b) say further that the TM Agreement was terminated on 18 March 2026; and
 - (c) otherwise deny the paragraph.
46. In answer to paragraph 46 of the Statement of Claim, the Respondents:
- (a) admit that on or about 24 March 2026, Quasar provided what purported to be a tax

invoice for the purposes of the TM Agreement;

- (b) say further that the TM Agreement was terminated on 18 March 2026; and
- (c) otherwise deny the paragraph.

47. The Respondents admit paragraph 47 of the Statement of Claim.

48. The Respondents deny paragraph 48 of the Statement of Claim.

H. ALLEGATIONS UNDER THE HEADING 'DAMAGES CLAIMS'

49. In answer to paragraph 49 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) say further that the pleading is embarrassing in that it fails to identify, either by reference to specific obligations Quasar says it is owed or otherwise, why Quasar ought to be granted *Lord Cairns' Act* damages in circumstances where, in the circumstance where the Quasar BSA remains on foot but specific performance is not ordered, Quasar's fundamental rights under the Quasar BSA are to receive money and Quasar will receive that money through a claim for damages or in debt.

50. In answer to paragraph 50 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) repeat paragraph 36(b) above.

51. In answer to paragraph 51 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) repeat paragraph 37(b) above.

52. In answer to paragraph 50 of the Statement of Claim, the Respondents:

- (a) deny the paragraph; and
- (b) repeat paragraph 38(b) above.

53. The Respondents deny paragraph 53 of the Statement of Claim.

54. The Respondents deny paragraph 54 of the Statement of Claim.

Date: 21 April 2026



Signed by Nerida Jessup
Lawyer for the Respondents

This pleading was prepared by Peter Gaffney and Tom Blackburn SC of counsel.

Certificate of lawyer

I Nerida Jessup 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: 21 April 2026



Signed by Nerida Jessup
Lawyer for the Respondents

Schedule 1

No. NSD442 of 2026

Federal Court of Australia

District Registry: New South Wales

Division: General

Second Applicant: Quasar Media Services Pty Ltd (ACN 672 323 830) <ATF>
Quasar Media Services Trust

Third Applicant: Quasar Intellectual Property Pty Ltd (ACN 672 558 502)

Schedule 2

Transcript of 'The Kyle and Jackie O Show' on 20 February 2026:

Mr Sandilands: Jackie you live in a world, a rule free world.

Ms Henderson: Yeah, um sorry I was just.

Mr Brooklyn Ross: Are you still looking up Andrew's birth chart?

Ms Henderson: I'm just reading it now.

Mr Sandilands: It's actually starting to affect your job here, you realise.

Ms Henderson: Well no because this is my job.

Mr Sandilands: It's like if you're a drug addict. No that's not your job.

Ms Henderson: I said it earlier in the show. I said I'd be coming back with it. This is part of the segment.

Mr Sandilands: I don't think anyone here expects you to be like a 'star sign expert' at the detriment of everything else.

Ms Henderson: But don't you want to know –

Mr Sandilands: No

Ms Henderson: - what Andrew's astrology reading is based on his chart, what it says.

Mr Ross: Well is there something shocking in there?

Ms Henderson: Yes. I'm telling you this stuff never fails ever.

Mr Ross: Well what does it say?

Ms Henderson: It says that -

Mr Sandilands: Oh for Christs sake Brooklyn

Mr Ross: I want to know

Ms Henderson: Yup there is a particular star that is so exact, basically they're saying it's so prominent –

Mr Sandilands: She says every one of these starts with a 'it's so perfect'.

Ms Henderson: Yeah because some stars are less prominent in the theme of your life and then they also tell you what happens later in life based on where these stars are and it says in his later life, um, it says that this is a very challenging star, um –

- Mr Sandilands: That's so generic.
- Ms Henderson: No, because it says, um let me see, this could be the mind becoming increasingly fixated on certain ideas in ways that others find extreme and it puts the person at odds with mainstream thinking or accepted norms and it is often, um, one of the strongest traditional associations with incarceration of any fixed star. Combined with Saturn, the planet of consequences –
- Mr Sandilands: This isn't perfectly accurate, this is still very loosey goosey.
- Ms Henderson: - at the setting phase, this raises the genuine possibility of involvement in a very public way with the legal system of his structures dissolving around him.
- Mr Ross: Well that's true.
- Ms Henderson: It does, it goes on about how everything he's built, how he's been under scrutiny in the public eye for so long. It talks about how he's been at odds with that, um, and then it talks about how in later life that whole structure that has been built around him comes crumbling down through something that he became fixated on that was not accepted by the public. It was seen as extreme or socially unacceptable but he stands by the fact that it's not and that it is associated –
- Mr Ross: Well that all can't apply –
- Mr Sandilands: Hang on, hang on, hang on, hang on, hang on guys, hang on just so everyone's aware of what was going on, the beginning when she was stammering through it she was reading. This whole bit at the end which seems like the proof all just came out of her mouth without reading.
- Ms Henderson: No, no, no, no. No because I've read. Because I actually read. It's really detailed, I read all of it. I was trying to find a little section that was actually written down but all of this, I have read in prior parts of the chart.
- Mr Sandilands: I don't mean to be rude but as I said, fascinating but I don't think it should be at the detriment of everything else on the show, this relentless research into the patterns of the –
- Ms Henderson: I only just did it then. I was literally just doing it then. Well what –

Mr Sandilands: It's affecting other things. Like your fixation on this has made you almost unworkable.

Ms Henderson: I only just did it like literally...

Mr Ross: Aw it's not that bad guys.

Ms Henderson: That's so unfair Kyle.

Mr Sandilands: Brooklyn shut up, no you're not talking, I'm talking.

Ms Henderson: You do that, that's not fair. Like I –

Mr Sandilands: But it's actually true.

Ms Henderson: Ok.

Mr Sandilands: You might've done that in five minutes but you're off with the fairies with this shit. It's mental.

Ms Henderson: Tell me where, no, no, no, tell me where I've been off with the fairies during the show.

Mr Sandilands: I don't have to, I don't have to prove anything.

Ms Henderson: No you do. You can't accuse me of doing something then say I don't to say it –

Mr Sandilands: Listen to the, listen to the program. You'll hear yourself.

Ms Henderson: No just give me one example.

Mr Sandilands: Be aware of what's really going on.

Ms Henderson: I am Kyle, I totally am offended by you saying something like that.

Mr Sandilands: Well too bad if you are because that's the reality of what we're dealing with here.

Ms Henderson: Oh that is so unfair. I have been in here doing the segment totally fine and normal –

Mr Sandilands: You've been, you've had your head on that looking into the stars. It's too much.

Ms Henderson: Yeah I did because I just told you I was gonna do it earlier.

Mr Sandilands: I heard all that but it's too much, it's affecting everything else. You're too fixated on it.

Ms Henderson: What. Tell me what it affected during the show.

- Mr Sandilands: Every segment, every time you've spoken, you're off with the, you don't even know what's going on.
- Ms Henderson: Is that true guys?
- Mr Sandilands: You're so focussed on this.
- Ms Henderson: Can someone back that up? Tell me one spot in the show where I have been off with the fairies not knowing what's going on? Just one person to back it up, give an example.
- Mr Sandilands: No one's going to say anything. Not one of them's going to say anything. They're all too terrified.
- Ms Henderson: Terrified of me?
- Mr Sandilands: Not of you. Terrified of getting involved. Not of you.
- Ms Henderson: I don't, no please feel free.
- Mr Sandilands: Good on you guys, you're so brave -
- Mr Ross: No no, I'll jump in here if anyone wants to hear from me.
- Mr Sandilands: - You're so brave. We don't need your canniness Peter. She's asking a serious question.
- Mr Peter Deppeler: Well I'll throw it to Brooklyn then if Brooklyn wants the answer.
- Mr Ross: Well, yeah, I don't think you're that bad Jackie. I mean you're obviously loving the star signs at the moment and you've got an interest and it's a deep interest, you know.
- Mr Sandilands: I love looking at houses on the internet as well but I don't ruin every other thing in my life just to keep looking at houses on the internet. You gotta even it out. It is fascinating but you're too involved, you're too deep.
- Mr Ross: Look, well I think there's a middle ground between the two of you. Like you do, you love it a lot Jackie. Maybe you could pull it back.
- Ms Henderson: I don't give you a hard time for becoming obsessed with American politics and always talking about Trump.
- Mr Sandilands: It's not about, it's not about, that's a completely different thing Jackie.
- Ms Henderson: But why Kyle, why is it different?

- Mr Sandilands: Because you're not doing the rest of the job and everyone in this building has mentioned it to me and I've just said I'm not getting involved, that's a management pos – I've got no problem.
- Ms Henderson: Ok well let management talk to me then.
- Mr Sandilands: They won't talk either.
- Ms Henderson: No please I welcome it. If someone's actually said that, like tell me who.
- Mr Sandilands: Everyone has said what's going on with Jackie, she's off today.
- Ms Henderson: Just give me one.
- Mr Sandilands: Everyone you can see has said something over the last month at some stage.
- Mr Ross: Aw
- Mr Sandilands: It doesn't have to be this big thing here. It's not great, it's just a fact.
- Mr Ross: Kyle hang on, it's hard to say that to someone, saying aw everyone -
- Mr Sandilands: Brooklyn wake up – BLEEP – this is, I'm not lying to her to make her feel bad. This is actually what people have said to me and I like that she goes off on these buzzes. I've got no issue but it is affecting everything else.
- Ms Henderson: I would never say things like that about you. You have no idea how much –
- Mr Sandilands: Too bad. Too bad because I'm not doing that.
- Ms Henderson: Yeah but Kyle you make out like you sit there like you're perfect.
- Mr Sandilands: No I'm not.
- Ms Henderson: There are so many things that you don't do and I would never bring them up and I would never say what people say.
- Mr Sandilands: What do you mean what I don't do. Feel free, it's open forum.
- Ms Henderson: I don't wanna get into a tit for tat. I think it's mean and nasty.
- Mr Sandilands: Because there is nothing. What, what, what have you got a problem with?

Ms Henderson: I, I don't have a problem but if I brought up the things that people, you know, say.

Mr Sandilands: People here in the building say about me, about what the, the ins and outs of how the show is produced?

Ms Henderson: No, no not about that.

Mr Sandilands: Well what are you talking about? Personal like insults. I don't care about those things.

Ms Henderson: Yeah, well no it's not.

Mr Sandilands: Well what is it?

Ms Henderson: It's just around like you know, it doesn't matter because I'm not gonna do that.

Mr Sandilands: Because there is no example.

Ms Henderson: There is actually.

Mr Sandilands: Well feel free to spit it out. I'm being honest.

Mr Ross: Can we leave it here for now?

Ms Henderson: I'm not going there.

Mr Sandilands: I'm not tiptoeing through this bullshit for another couple of weeks.

Ms Henderson: No it's just like, I wouldn't, yeah, I wouldn't do that to you. I wouldn't do it to you.

Mr Sandilands: I'm not doing it for fun.

Ms Henderson: Yeah but I just don't understand why, why you did.

Mr Sandilands: Because it's affecting the whole sound of the program.

Ms Henderson: And you don't think the things you do affect us? You don't think that there are times that affect us?

Mr Sandilands: As I said, this is constant. You don't know what the BLEEP is happening all the time because you're looking at that phone playing in the stars and it's ridiculous.

Ms Henderson: Ok.

Mr Sandilands: Like you can enjoy that but you can't take over your whole life. That's all I'm saying. I don't have any personal issue with you but

who's to tell you these things? No one...I'm not sure if she's asleep or not. She looks asleep.

Mr Ross: Jackie, I love you.

Mr Sandilands: It's not about love.

Mr Ross: Yeah, well, and we all do, obviously.

Mr Sandilands: You can't start crying about it. It's not even that big a deal.

Ms Henderson: No it's a total attack Kyle, it really is.

Mr Sandilands: Oh Jackie, you can't sit here -

Ms Henderson: Kyle to say 'you don't know what the f is going on, you're not doing your job', that's an attack and I wouldn't do that.

Mr Sandilands: It's not an attack, it's an actual fact babe I'm so sorry. That's the reality of what's going on.

Ms Henderson: I would never do something like that to you on air like that, I just wouldn't.

Mr Sandilands: Well that doesn't mean that I'm not going to be honest with you if asked, which you did ask and I told ya.

Ms Henderson: No you actually threw it out there. I didn't ask.

Mr Sandilands: Oh Christs sake. I'm not married to you. I don't have to buy into all this backwards and forwards. You're a this, you're a that. I'm not interested.

Ms Henderson: That's ok, you just throw it out there and then I'll just cop it.

Mr Sandilands: I'm not...oh what are you doing the woe is me?

Ms Henderson: No.

Mr Sandilands: I dared say something to you because I think it's a problem.

Ms Henderson: No I was. Yeah it wasn't, it was hurtful. It actually was to say that. I come in here and I do my job and I do it well and to say -

Mr Sandilands: I don't know. I wouldn't say that lately. No, I wouldn't agree.

Ms Henderson: Well you know what, you get someone else then. Use someone else instead of me.

Mr Sandilands: That's not what, isn't that a bit extreme.

Ms Henderson: Like seriously get someone else.

Mr Sandilands: Isn't that a bit extreme.

Ms Henderson: No, because if you don't think I'm doing my job well and you don't think I'm very good, get someone else.

Mr Sandilands: I didn't say you're not very good.

Ms Henderson: Mm you kinda did.

Mr Sandilands: I said you're off with the fairies, you're unfocused, you don't give a shit.

Ms Henderson: Yeah, you're not doing your job well.

Mr Sandilands: That is correct, you're not.

Ms Henderson: Ok.

Mr Ross: I like that you're both here having this conversation and no one has walked out and I don't like you fighting but I'm glad this is out.

Mr Sandilands: Poor old Brooklyn is like someone's child.

Mr Ross: I don't want you two to fight.

Mr Sandilands: We're not fighting. This is just, this is just talking.

Mr Ross: Yeah, just be gentle Kyle. Alright I'm gonna go to –

Mr Sandilands: I'm being as gentle...oh are you wrapping us up.

Mr Ross: Well I've gotta do sport at some point. Sport check in a sec.