

NOTICE OF FILING

Details of Filing

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File Title: JASON LLOYD GILLHAM v MELBOURNE SYMPHONY ORCHESTRA
PTY LTD ABN 47 078 925 658 & ORS
Registry: VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Statement of claim

No. VID of 2024

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

Jayson Lloyd Gillham

Applicant

Melbourne Symphony Orchestra Pty Ltd ABN 47 078 925 658 and others

Respondents

PARTIES

1. At all material times, the Applicant (“**Mr Gillham**”) was:
 - (a) a natural person, capable of suing in his own name; and
 - (b) an international concert pianist.

Melbourne Symphony Orchestra Pty Ltd (ABN 47 078 925 658)

2. At all material times, the First Respondent (“**MSO**”) was:
 - (a) and remains a corporation pursuant to the *Corporations Act 2001* (Cth) (“**Corporations Act**”), capable of being sued in its own name;
 - (b) based at ‘ABC Southbank Centre’ Cnr Southbank Boulevard & Sturt St, Southbank Vic 3006;
 - (c) governed by a Board of Directors, chaired by David Li AM;

Filed on behalf of (name & role of party)	Jayson Lloyd Gillham, the Applicant		
Prepared by (name of person/lawyer)	Sheryn Omeri <u>KC</u> of counsel		
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- (d) and remains, a national system employer for the purposes of the *Fair Work Act 2009* (Cth) (**FWA**);
- (e) and remains, liable for the conduct of its employees within the scope of their actual or apparent authority, pursuant to s.793 of the FWA;
- (f) managed by a Managing Director, who was, at the relevant time, Ms Sophie Galaise;
- (g) funded by the Government of Victoria, Creative Australia and private donors;
- (h) a provider of approximately 180 public musical performances per year.

Symphony Services Australia Limited (ABN 69 121 149 755)

3. At all material times, the Second Respondent ("**SSA**") was:
- (a) and remains a corporation pursuant to the Corporations Act, capable of being sued in its own name;
 - (b) based at 'Area W4 – Y The Ultimo Trade Centre', 42 Wattle Street, Ultimo, New South Wales, 2007;
 - (c) and remains, a national system employer for the purposes of the FWA;
 - (d) and remains, liable for the conduct of its employees within the scope of their actual or apparent authority, pursuant to s.793 of the FWA.

Sophie Galaise

4. At all material times, the Third Respondent ("**Ms Galaise**") was:
- (a) a natural person, capable of being sued in her own name;
 - (b) employed as Managing Director of the MSO.

Guy Ross

5. At all material times, the Fourth Respondent ("**Mr Ross**") was:
- (a) a natural person, capable of being sued in his own name;
 - (b) and remains employed as the Chief Operating Officer of the MSO.

APPLICANT’S ENGAGEMENT BY THE FIRST RESPONDENT

6. On or about 11 June 2024, Mr Gillham entered into a written contract with SSA (“**the Contract**”).

Particulars

- (i) Document entitled “Symphony Services Australia – Tour Agreement,” signed by Kate Lidbetter and Dilek Henderson for SSA, on 27 May 2024.
7. The Contract required Mr Gillham to:
- (a) give one recital with the MSO, at the Iwaki Auditorium in Southbank, Victoria, on Sunday, 11 August 2024 at 11.00am (“**the Recital**”); and
- (b) perform at one concert with the MSO at the Melbourne Town Hall on Thursday, 15 August 2024 at 7.30pm (“**the Concert**”);
- (c) attend and participate in a number of rehearsals for the Recital and the Concert.

Particulars to paragraph 7

- (i) The Contract, clause 2.1(a), clause 4, Annexure 1 (“Preliminary Itinerary”).
8. The Contract also required Mr Gillham to comply with the policies and procedures of the MSO of which he had been notified.

Particulars

- (i) The Contract, clause 2.1(d).
9. Neither SSA nor the MSO notified Mr Gillham of any policies or procedures of the MSO.
10. There was no written contract between Mr Gillham and the MSO.
11. There was an express or implied contract between SSA and the MSO for the supply of Mr Gillham’s services as a concert pianist by SSA to the MSO.
12. Further or in the alternative, for the purpose of the performance of the Contract, the MSO acted as SSA’s agent.

Particulars

- (i) The Contract, clause 27.6; and/or

- (ii) any other mechanism by which SSA appointed the MSO as its agent for the purpose of the performance of the Contract.

THE RECITAL

13. On 5 August 2024, Mr Gillham's manager, Elaine Armstrong, asked the MSO that Mr Gillham be permitted to add a further piece to the repertoire for the Recital, set out in the Preliminary Itinerary, annexed to the Contract. Ms Armstrong explained that that additional piece was called *Witness*, and had been composed by contemporary Australian composer, Connor D'Netto. Ms Armstrong said that if it was too late to add the piece to the printed programme, Mr Gillham could announce it from the stage.

Particulars

- (i) Email from Ms Armstrong to the MSO's Head of Artistic Planning, Katherine Bartholomeusz-Plows, sent at 7.11pm on 5 August 2024.
14. On 6 August 2024, the MSO agreed to Mr Gillham performing *Witness* at the Recital. The MSO's Head of Artistic Planning, Ms Bartholomeusz-Plows, informed Ms Armstrong that it was too late to add *Witness* to the printed programme, but that it would be added to the digital programme. Ms Bartholomeusz-Plows further informed Ms Armstrong that the MSO would provide Mr Gillham with a microphone so that he could speak during the Recital should he wish.

Particulars

- (i) Email from Ms Bartholomeusz-Plows to Ms Armstrong sent at 10.02am on 6 August 2024.
15. At the Recital, before performing *Witness*, Mr Gillham said to the audience that Mr D'Netto had dedicated the piece to the journalists of Gaza.
16. Mr Gillham then uttered the following words from the stage ("**the Introduction**"):

"Over the last 10 months, Israel has killed more than one hundred Palestinian journalists. A number of these have been targeted assassinations of prominent journalists as they were travelling in marked press vehicles or wearing their press jackets. The killing of journalists is a war crime in international law, and it is done in an effort to prevent the documentation and broadcasting of war crimes to the world.

*In addition to the role of journalists who bear witness, the word *Witness* in Arabic is *Shaheed*, which also means *Martyr*."*

Particulars

- (i) Mr Gillham's words were factually accurate.
- (ii) The government of the State of Israel has not denied that its defence forces have killed numerous Palestinian journalists.
- (iii) Mr Gillham had researched the second sentence of the Introduction before uttering it, having consulted sources such as a report of the UN Office for the Coordination of Humanitarian Affairs of 9 August 2024, an article published by Al Jazeera on 23 December 2023, a news item published on the website of the International Federation of Journalists on 26 July 2024, and a report of RSF Reporters without Borders of 1 August 2024 concerning the deaths of Al Jazeera journalist, Ismail al-Ghoul together with his photographer.
- (iv) Mr Gillham's second sentence is further supported by reports of the Committee to Protect Journalists, a New York-based not-for-profit, post-dating the Introduction.
- (v) Mr Gillham's third sentence is an accurate reflection of international law. Article 8(b)(i) and 8(e)(i) of the Rome Statute of the International Criminal Court render a war crime, intentionally directing attacks against individual civilians not taking direct part in hostilities. Journalists are civilians and do not take part in hostilities.
- (vi) Mr Gillham's final sentence is an accurate translation from the Arabic.

17. The Introduction was an expression of Mr Gillham's political belief.

Particulars

- (i) In referring to "Israel," the Introduction referred to a matter or activity involving a state.
- (ii) The MSO later referred to the Introduction as Mr Gillham's "political views".
- (iii) The MSO later referred to the Introduction as "political comment".

18. Following the Introduction, Mr Gillham performed the piece *Witness* by playing it on the piano on the stage of the Iwaki Auditorium.

19. After Mr Gillham finished performing *Witness*, the audience signified its appreciation by applauding. A number of audience members raised their hands above their heads and applauded from such position, apparently to emphasise their appreciation.
20. Mr Gillham then performed the balance of the agreed repertoire for the Recital.

CANCELLATION OF APPLICANT BY THE FIRST RESPONDENT

21. The next day, 12 August 2024, the MSO sent the following message to patrons who had attended the Recital, by email (“**the cancellation message**”):

*“During Jayson Gillham’s performance yesterday (Sunday 11 August) Mr Gillham made a series of introductory remarks prior to giving the world premiere of the Conor D’Netto piece *Witness*, a late addition to the advertised programme.*

Witness was accepted for performance at the request of Mr Gillham on the basis that it was a short meditative piece. Mr Gillham made his personal remarks without seeking the MSO’s approval or sanction. They were an intrusion of personal political views on what should have been a morning focused on a program of works for solo piano.

The MSO does not condone the use of our stage as a platform for expressing personal views. Mr Gillham will not be performing in the advertised concert with the MSO this Thursday night at Melbourne Town Hall. Customers will be advised of this change to Thursday’s program as soon as possible.

The MSO was at no point made aware of the content of the remarks Mr Gillham was intending to make. They were made completely without authority.

The MSO understands that his remarks have caused offence and distress and offers a sincere apology. It has been a priority for us to address this difficult situation today.

The MSO’s values are Respectful, Collaborative, Innovative and Diverse and they are at the heart of what we do and how we act. They guided why we accepted the work to be performed, and why we’ve acted as a result of the unauthorised statements. Music brings people together and that is why one of our guiding principles is “We unite our individual strengths and celebrate our unifying love of music, fostering understanding and belonging”. In standing for humanity and peace we seek for every one of our performances to be a welcome and safe place for all.”

22. The MSO did not seek Mr Gillham's consent to the cancellation message being sent nor to its terms.
23. On the same day, 12 August 2024, MSO Director of Programming, Andrew Moore emailed Ms Armstrong informing her that the MSO was advising SSA that the MSO wished to terminate Mr Gillham's engagement with the MSO with immediate effect pursuant to clause 17.3 of the Contract, thereby preventing him from performing at the Concert.

Particulars

- (i) Email from Mr Moore to Ms Armstrong sent at 6.29pm on 12 August 2024.
24. Neither the MSO nor SSA gave Mr Gillham prior written notice of termination of the Contract as required by clause 17.3.
25. In the alternative, Mr Moore's email to Ms Armstrong of 6.29pm on 12 August 2024 amounted to prior written notice of termination.

FIRST RESPONDENT'S ATTEMPT TO RE-INSTATE THE APPLICANT

26. On 14 August 2024, the MSO and Mr Gillham's trade union representative, Mr Paul Davies, entered into discussions about the MSO re-instating Mr Gillham's performance at the Concert the following day.

Particulars

- (i) Phone call between Mr Davies and Mr Ross on 14 August 2024.
- (ii) Text message from Mr Ross to Mr Davies sent at or about 4.29pm on 14 August 2024.
27. At or about 4.54pm on 14 August 2024, Mr Ross sent a text message to Mr Davies. The message set out three conditions to which the MSO required Mr Gillham to agree in order for him to be permitted to perform at the Concert. The second condition was that Mr Gillham agree that there would be "*No physical or verbal statement from the stage*" ("**the Second Condition**").

Particulars

- (i) Text message from Mr Ross to Mr Davies sent at or about 4.54pm on 14 August 2024.

28. The Second Condition was not set out in the Contract.
29. The third condition in Mr Ross' text message to Mr Davies required Mr Gillham to agree to the terms of a public statement to be made by the MSO. The draft of such proposed public statement contained an apology to Mr Gillham for the MSO having cancelled him. Mr Moore had earlier informed Ms Armstrong that the MSO would be happy to provide a public apology to Mr Gillham. Mr Ross' draft was consistent with such promise.

Particulars

- (i) Email from Mr Moore to Ms Armstrong sent at 3.55pm on 14 August 2024.
30. Mr Gillham ultimately agreed to a public statement being published by the MSO in terms which included an apology to him.

Particulars

- (i) Mr Gillham agreed to a public statement being made in the following terms:

"The Melbourne Symphony Orchestra acknowledges that there is enormous division in some parts of the community here and overseas, and recognises the strength of feelings of artists, audience members, musicians and staff alike.

We acknowledge that a mistake was made in asking JG to step back from his performance on Thursday 15 August at Melbourne Town Hall and we apologise to him for doing so. *In seeking a positive way forward for everyone we have engaged constructively with JG and his management to seek to agree for JG to perform as originally scheduled, however acknowledge that due to lost rehearsal and preparation this is not possible.*

The Melbourne Symphony Orchestra looks forward to reinviting JG to play in the future."

31. Mr Gillham's Communications and Public Relations Consultant, Mr Samuel Cairnduff, provided a further public statement, from Mr Gillham, to Mr Moore, which accepted the MSO's public apology that Mr Moore and Mr Ross had indicated would be made to him ("**Mr Gillham's public statement**").

Particulars

- (i) Email from Mr Cairnduff to Mr Moore sent at 8.50pm on 14 August 2024.
- (ii) Mr Gillham's public statement read:

“Jayson Gillham said: I accept the MSO’s apology. I hold my relationship with the MSO, its players and audience with the highest regard. And look forward to our continued working relationship in years to come.”

32. The MSO did not publish the draft of the public statement to which Mr Gillham had agreed, referred to at [30] above.
33. Instead, the MSO published, on its public website, the following statement (“**the final public statement**”):

“The Melbourne Symphony Orchestra will not perform at Melbourne Town Hall tonight (Thursday August 15) due to safety concerns.

The MSO earlier today sought independent security advice considering events that have occurred since last Sunday’s concert with Jayson Gillham.

In light of this advice, the MSO Board and management had no option but to cancel the concert. We apologise to those who were planning to attend.

The MSO acknowledges that an error was made in asking Jayson to step back from his performance on Thursday 15 August.

We have been engaging constructively with Jayson and his management and are seeking to reschedule the concert.

While the Melbourne Symphony Orchestra maintains that a concert platform is not an appropriate stage for political comment, we acknowledge Jayson’s concerns for those in the Middle East and elsewhere.

We recognise the strength of feelings of all parties on this matter and particularly acknowledge the dedication and commitment demonstrated by all our musicians and staff this week.”

34. The MSO provided the final public statement to numerous media mastheads that, in turn, also published it.
35. Mr Cairnduff, relying upon the MSO’s representations that it would publish a public statement that contained an apology to Mr Gillham, sent Mr Gillham’s public statement to the press, which published it.

APPLICANT'S 'EMPLOYMENT'

36. The Contract was a contract for services. That is, in relation to SSA, Mr Gillham was an independent contractor within the meaning of that expression in the FWA.
37. Accordingly, SSA was Mr Gillham's 'employer' as defined in s.4 of the *Equal Opportunity Act 2010* (VIC) (**EOA**).

Particulars

- (i) In s.4 of the EOA, 'employer' is defined as:

"(a) a person who employs another person under a contract of service, whether or not under a federal agreement or award;

(b) a person who engages another person under a contract for services;

(c) a person who engages another person to perform any work the remuneration for which is based wholly or partly on commission—

..."

(Emphasis added)

38. Mr Gillham did work for the MSO pursuant to a contract between SSA and the MSO. Accordingly, he was a 'contract worker' as defined in s.4 of the EOA.

Particulars

- (i) In s.4 of the EOA, 'contract worker' is defined as:

"a person who does work for a principal under a contract between the person's employer and the principal."

39. In the premises, pursuant to the EOA, Mr Gillham had a right not to be discriminated against by the MSO for:
- (a) holding or expressing a political belief; or
- (b) engaging in political activity.

Particulars

- (i) EOA, sections 6(k) (political belief or activity), 8 (direct discrimination) and 21 (discrimination against contract workers).

FIRST RESPONDENT'S CONTRAVENTIONS OF THE FWA

Section 340

40. The EOA is a “workplace law” within the meaning of that expression in s.341 of the FWA.
41. By reason of the matters pleaded at [36] – [39] above, Mr Gillham was entitled to the benefit of the EOA in that he was entitled not to be discriminated against because he held or expressed a political belief or engaged in political activity.
42. In the premises, Mr Gillham had a “workplace right” within the meaning of that expression in s.341 and s.340 of the FWA.
43. By the MSO:
 - (a) cancelling Mr Gillham’s performance at the Concert;
 - (b) sending the cancellation message;
 - (c) imposing, through Mr Ross, the Second Condition upon Mr Gillham; and
 - (d) publishing the final public statement;it took adverse action against Mr Gillham within the meaning of s.342 of the FWA.
44. In cancelling Mr Gillham’s performance at the Concert, the MSO took the following adverse action within the meaning of s.342 of the FWA:
 - (a) terminating the Contract with Mr Gillham as pleaded at [23] and [25] above;
 - (b) injuring Mr Gillham in relation to the terms and conditions of the Contract by preventing him from meeting its term that he perform at the Concert, as pleaded at [23] and [24] above;
 - (c) injuring Mr Gillham in relation to the terms and conditions of the Contract by preventing him from meeting its term that he attend rehearsals for the Concert, as pleaded at [23] and [24] above;
 - (d) altering Mr Gillham’s position to his prejudice by writing to SSA regarding terminating the Contract *after* it had determined to send the cancellation message;
 - (e) altering Mr Gillham’s position to his prejudice by causing SSA to conduct itself as though the Contract had been validly terminated;

- (f) altering Mr Gillham's position to his prejudice by denying him an opportunity further to hone and showcase his skill as a concert pianist at the Concert; and
 - (g) refusing to make use of Mr Gillham's services at the Concert.
45. In sending the cancellation message, the MSO took the following adverse action, within the meaning of s.342 of the FWA:
- (a) altering Mr Gillham's position to his prejudice by suggesting to a large number of MSO patrons that Mr Gillham had done something wrong ("*...without seeking the MSO's approval or sanction. They were an intrusion of personal political views...*"), rather than explaining that he had exercised his right to express his political belief or to engage in political activity, protected by law; and
 - (b) altering Mr Gillham's position to his prejudice by damaging his reputation in the classical music world given that the cancellation message was seen and published by commentators in Australia and abroad.
46. In imposing, through Mr Ross, the Second Condition, the MSO took the following adverse action, within the meaning of s.342 of the FWA:
- (a) if the Contract had not been validly terminated, as pleaded at [23] and [24] above, injuring Mr Gillham in the terms and conditions of the Contract by unilaterally varying the Contract to add a term that violated Mr Gillham's right to express his political belief and engage in political activity;
 - (b) if the Contract had been validly terminated, altering Mr Gillham's position to his prejudice by unilaterally imposing a condition upon him that violated his right to express his political belief and engage in political activity at the Concert;
 - (c) altering Mr Gillham's position to his prejudice by forcing him to choose between contracting out of his right to express his political belief and engage in political activity, and performing at the Concert.
47. In publishing or causing to be published, the final public statement, the MSO took the following adverse action, within the meaning of s.342 of the FWA:
- (a) altering Mr Gillham's position to his prejudice by:
 - (i) damaging Mr Gillham's reputation by suggesting that Mr Gillham had been responsible for the creation of "safety concerns" were the Concert to go ahead, and jeopardising his future employability;

- (ii) publicly minimising the significance of its wrongdoing in cancelling him, through its use of the word “error” rather than “mistake” (which had appeared in the draft approved by Mr Gillham);
- (iii) publicly minimising the significance of its wrongdoing by not providing the public apology to Mr Gillham which it had promised him;
- (iv) deliberately publicly diluting and therefore misrepresenting Mr Gillham’s political belief about the killing of Palestinian journalists as more nebulous and ultimately meaningless “concerns for those in the Middle East and elsewhere”.

48. The MSO:

- (a) cancelled Mr Gillham’s performance at the Concert;
- (b) sent the cancellation message; and
- (c) published the final public statement

because Mr Gillham had exercised his workplace right to hold and express his political belief or engage in political activity (without discrimination).

49. The MSO, through Mr Ross, imposed the Second Condition on Mr Gillham:

- (a) because he had a workplace right to hold and express his political belief and engage in political activity, in order to contract out of such right; and/or
- (b) because he had exercised his workplace right to express his political belief and engage in political activity at the Recital; and/or
- (c) in order to prevent him from exercising his workplace right to express his political belief and engage in political activity at the Concert.

50. In the premises, the MSO contravened s.340 of the FWA.

51. By reason of the MSO’s contravention of s.340 of the FWA, Mr Gillham has suffered distress, hurt, humiliation and anxiety, as well as damage to his professional reputation.

SECOND RESPONDENT'S CONTRAVENTIONS OF THE FWA

52. Further or in the alternative to the foregoing, given that the SSA had appointed the MSO as its agent, as pleaded at [12] above, in the premises, SSA is liable for the MSO's contraventions of the FWA pleaded at [40] – [51] above.

INVOLVEMENT OF THE THIRD RESPONDENT

53. The decisions to:

- (a) cancel Mr Gillham's performance at the Concert; and
- (b) send the cancellation message,

were made by Ms Galaise.

Particulars

- (i) "Sophie Galaise details sacking as Melbourne Symphony Orchestra managing director after Jayson Gillham decision," Cameron Stewart, *The Australian*, 2 September 2024;
- (ii) "MSO boss at centre of censorship row wrote to supporters about free speech," Kerrie O'Brien, *Sydney Morning Herald*, 3 September 2024;

54. Accordingly, in the premises, Ms Galaise was involved in the MSO's contravention of s.340, as 'involvement' is defined in s.550 of the FWA in that she:

- (a) aided, abetted, counselled or procured the contravention by deciding to cancel Mr Gillham and sending, or causing to be sent, the cancellation message; or
- (b) was in any way, by her acts of deciding to cancel Mr Gillham and sending the cancellation message, or causing the cancellation message to be sent, directly or indirectly, knowingly concerned in or a party to the MSO's contravention.

55. Pursuant to s.550(1), in the premises, Ms Galaise is taken to have contravened s.340 of the FWA.

INVOLVEMENT OF THE FOURTH RESPONDENT

56. The Second Condition was imposed by Mr Ross, by his communicating it to Mr Davies.
57. In the alternative, Mr Ross assisted the MSO to impose the Second Condition, by agreeing to, and in fact, communicating it to Mr Davies.
58. Accordingly, in the premises, Mr Ross was involved in the MSO's contravention of s.340, as 'involvement' is defined in s.550 of the FWA in that he:
- (a) aided or abetted the contravention by imposing, or communicating, the Second Condition to Mr Davies; or
 - (b) was in any way, by his act of imposing or communicating the Second Condition on or to Mr Davies, directly or indirectly, knowingly concerned in or a party to the MSO's contravention.
59. Pursuant to s.550(1), in the premises, Mr Ross is taken to have contravened s.340 of the FWA.

RELIEF

60. Mr Gillham seeks declarations that:
- (a) in taking the actions pleaded at [43] above, the MSO took adverse action against him in contravention of s.340 of the FWA;
 - (b) in appointing the MSO its agent, SSA is liable for the MSO's contraventions of s.340 of the FWA;
 - (c) in cancelling Mr Gillham's performance at the Concert and sending the cancellation message, or causing the cancellation message to be sent, Ms Galaise was involved in the MSO's contraventions of s.340 of the FWA;
 - (d) in imposing, or assisting the MSO to impose, the Second Condition, Mr Ross was involved in the MSO's contravention of s.340 of the FWA.
61. Mr Gillham further seeks orders for:
- (a) a public apology from the MSO, pursuant to s.545(1) of the FWA;
 - (b) a public apology from SSA, pursuant to s.545(1) of the FWA;
 - (c) a public apology from Ms Galaise, pursuant to s.545(1) of the FWA;

- (d) a public apology from Mr Ross, pursuant to s.545(1) of the FWA;
- (e) compensation pursuant to s.545(2)(b) of the FWA.

62. Mr Gillham seeks pecuniary penalty orders in respect of:

- (a) the MSO's contraventions of s.340 of the FWA;
- (b) SSA's contraventions of s.340 of the FWA;
- (c) Ms Galaise' contraventions of s.340 of the FWA;
- (d) Mr Ross' contravention of s.340 of the FWA,

pursuant to s.546 of the FWA in the sum of the maximum amount available under the FWA, to be paid to Mr Gillham.

Date: 3 October 2024



Signed by Michael Bradley

Lawyer for the Applicant

This pleading was prepared by Sheryn Omeri KC, counsel

Certificate of lawyer

I Michael Bradley certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 3 October 2024

A handwritten signature in black ink, appearing to read 'M Bradley', with a long horizontal flourish extending to the right.

Signed by Michael Bradley
Lawyer for the Applicant