

Third ~~Second~~ Further Amended Statement of claim

No. WAD 229 of 2022

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

Pita Awatere Te Tau O Te Rangi

Applicant

Wilson Security Pty Ltd (ABN 90 127 406 295)

Respondent

1. The Applicant (~~“Mr Te Rangi”~~) brings this proceeding pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth):
 - a. for himself, and
 - b. as the representative of a group constituted by all persons:
 - i. employed by the Respondent (~~“Wilson”~~) at any time within the period of 31 March 2015, being a date six years from the date of the proceedings numbered WAD138/2021 (*Wilkinson & Ors v Wilson Security & Anor*)

Filed on behalf of (name & role of party)	Pita Aware Te Tau O Te Rangi (Applicant)
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were commenced, ending on the date of the filing of the Originating Application herein (the “**Relevant Period**”),

- ii. who in the Relevant Period worked in a position:
 - 1) that was covered by the *Security Services Industry Award 2020* (the “**Award**”) (which was ~~award~~ entitled, prior to 18 June 2020 as the *Security Services Industry Award 2010*);
 - 2) at sites operated by Woodside Petroleum, namely the Karratha Gas Plant, Pluto LNG Park, King Bay Supply Base and Burrup Material Facility (collectively, **Sites**); and
 - 3) which was undertaken as a “full time employee” or “part time employee” as those terms are defined in the Award,
 - iii. who in the Relevant Period worked on a rostered cycle; and
 - iv. to whom the Award applied in relation to their employment with the Respondent during the Relevant Period,
- (the “**Group**” and a/the “**Group Member/s**”).

2. The Respondent ~~Wilson~~ was at every time material to any claim herein:
 - a. a corporation under the *Corporations Act 2001* (Cth), able to sue, and liable to be sued in its corporate name and style;
 - b. a constitutional corporation within the meaning of s 12 and s 14 of the *Fair Work Act 2009* (Cth) (the “**FWA**”); and
 - c. a national system employer within the meaning of s 12 and s 14 of the FWA.
3. The Applicant has first instructed Adero Law to prepare these proceedings on 20 October 2022. Pursuant to those instructions, Adero has caused a letter to be sent requesting employment records including rosters, payslips and other documents within the meaning of Regulation 3.42(1) of the *Fair Work Regulations 2009* (**FWR**).
4. The Applicant relies upon the contraventions particularized in Schedule A, the Method of Calculation at Schedule B and each of the particulars provided therein.

THE AWARD

5. At all material times, there were terms of the Award that covered throughout Australia any employer engaged in the security services industry and employees of any such employer.
6. The Award as amended from time to time applied to, among others, the Applicant Mr Te Rangi in respect of his employment with the Respondent Wilson.

THE APPLICANT'S EMPLOYMENT

7. The Applicant:
 - a. signed a contract of employment for the part-time position of Relieving Officer with the Respondent on or about 4 October 2017 (the "**Contract**");
 - b. commenced part-time employment with the Respondent on 9 October 2017 at the Woodside Karratha site (the "**Commencement Date**"); and
 - c. on or about 12 February 2018, was transitioned onto a full-time contract with the Respondent in the position of Facilities Protection Officer.
8. At all material times, from 9 October 2017 to 21 December 2021, the Applicant Mr Te Rangi was ~~employed~~ engaged to perform duties that were properly classified under the classification of Security Officer Level 5 of the Award (**Level 5 Classification**). The relevant duties the Applicant Mr Te Rangi was employed under the Classification on the basis that his duties engaged to perform included:
 - a. coordinating the work of security officers working in a team environment;
 - b. working under limited supervision;
 - c. exercised discretion within the scope of the classification level; and
 - d. exercised computer skills at a higher level than Level 4.
9. In the alternate, the Applicant Mr Te Rangi was ~~employed~~ engaged to perform duties that were properly classified under the classification of Security Officer Level 4 of the Award (**Level 4 Classification**). The relevant duties the Applicant Mr Te Rangi was employed under the Level 4 Classification on the basis that his duties engaged to perform included:

- a. utilising a system supplied by Honeywell International Inc (**Honeywell**) known as Enterprise Buildings Integrator (**System**). Honeywell maintained the System while employees of the Respondent, such as the Applicant operated the System. The System had the ability to:
- i. lock and unlock access gates;
 - ii. program personnel access cards;
 - iii. audit door access by individuals;
 - iv. record the date and time of personnel access;
 - v. monitor and record site surveillance;
 - vi. monitor intruder alarms;
 - vii. alarm whenever site access is denied;
 - viii. manage site musters; and
 - ix. produce reports in relation to site access

9A. In the further alternative, the Applicant was engaged to perform duties that were properly classified under the classification of Security Officer Level 3 of the Award (**Level 3 Classification**). The relevant duties the Applicant was principally engaged to perform included:

- a. monitoring and operating, under supervision, building operation systems terminating at a visual display unit or computerised printout (such as the System), including the monitoring of complex fire alarms, water towers or chillers, temperatures, and other similar building operational system functions;
- b. control of movement of persons, vehicles, stock or material at gatehouses and similar locations utilising monitoring and operating computer based systems requiring data input, including manipulation of spreadsheet based computer programs or other advanced monitoring systems; and
- c. providing safety inductions to employees, contractors, or visitors to a site.

10. The Award permitted, and the Contract required that the Applicant's Mr Te Rangi's salary and any other monetary entitlements to which he became entitled to under either the Award or Contract be paid to him on a fortnightly basis (a/the **"Pay Period"**).

Particulars

Section 16.1 of the Award and the Contract.

GROUP MEMBERS' EMPLOYMENT

11. Each Group Member was employed by the Respondent Wilson to work at one or more of the Sites on one or more occasions (~~GM Employments~~) within the Relevant Period.

CONTRAVENING CONDUCT IN RELATION TO THE APPLICANT UNDER THE AWARD

12. Between 31 March 2015 and 27 October 2022, it was a term of the applicable Award that provided for breaks to be scheduled for each rostered cycle being:
- a. For a roster cycle of 3 weeks – minimum of 3 breaks of 2 days (48 continuous hours);
 - b. For a roster Roster cycle of 4 weeks – minimum of 3 breaks of 3 days (72 continuous hours) or 4 breaks of 2 days (48 continuous hours); and
 - c. For a roster cycle of 8 weeks – minimum of 6 breaks of 3 days (72 continuous hours) or 9 breaks of 2 days (48 continuous hours),

(**Long Break Work Provision**).

Particulars

Clause 14.5(a) of the Award sets out the Long Break Provision. Prior to 2020, clause 21.4 of the Award set out the Long Break Provision.

13. Between 9 October 2017 and 21 December 2021, in ~~in~~ contravention of the Long Break Provision, the Applicant regularly worked rostered cycles without his minimum number of long breaks per roster cycle (**Long Break Contravention**).

Particulars

~~Section 14.5(a) of the Award.~~

At all relevant times the Applicant worked on a 3-week roster cycle.

Consequently, the minimum number of long breaks per roster cycle that the Respondent needed to provide to the Applicant was 3 breaks of 2 days each.

Over every such 3-week roster cycle, the Applicant was not provided with 3 breaks of 2 days each.

13A. In respect of the Long Break Contravention, the Applicant suffered loss being the difference between:

- a. what he was paid for each hour or part thereof worked by him in excess of the first 48 hours of work during each roster cycle; and
- b. the ordinary hourly rate for each such hour or part thereof, plus the applicable overtime loading for each such hour or part thereof.

13B. Between 31 March 2015 and 27 October 2022, it was a term of the applicable Award that an employee must not work shifts totalling more than 48 ordinary hours on any roster cycle without being given a long break of at least 48 continuous hours (**Long Work Provision**).

Particulars

Clause 14.5(b) of the Award sets out the Long Work Provision. Prior to 2020, clause 21.4 of the Award set out the Long Work Provision.

14. Between 9 October 2017 and 21 December 2021, the Applicant worked rostered shifts totalling of more than 48 ordinary hours without being provided with a his long break of at least 48 continuous hours, in contravention of the Long Work Provision (**Long Work Contravention**).

Particulars

Each 3-week roster cycle over the course of his employment, the Applicant worked 2 weeks of shifts without being provided any break of at least 48 continuous hours. The third week of each roster cycle he had off. ~~Section 14.5(b) of the Award.~~

14A. In respect of the Long Work Contravention, the Applicant suffered loss being the difference between:

- a. what he was paid for each hour or part thereof worked by him in excess of the first 48 hours of work during each roster cycle; and
- b. the ordinary hourly rate for each such hour or part thereof, plus the applicable overtime loading for each such hour or part thereof.

15. Between 9 October 2017 and 21 December 2021, the Applicant was directed by the Respondent to, and at all relevant times did:

- a. arrive at the Site and begin work at the Site 15 minutes prior to his rostered start time (**Pre-shift Work**);
- b. drive to the Site from a residential camp in a car provided by the Respondent for that purpose, which generally took approximately 30 minutes (**Pre-shift Driving Work**); and
- c. prior to driving to the Site, conduct a 'pre-vehicle check', which generally took about 5 minutes (**Pre-shift Check Work**).

Particulars

The Applicant was directed by Mr Jose Canadas to attend work and commence work at the Site 15 minutes prior to the rostered start time. This direction was given on many occasions in many forms, beginning at the commencement of the Applicant's employment and which shall be further particularised following discovery. It included the email of 19 May 2020 sent by Mr Canadas to the Applicant and other workers, containing this direction.

The Applicant was directed by Mr Edward Winter and Mr Jose Canadas, who were either a Security Manager or Facilities Protection Supervisor, being an employee or officer of the Respondent, acting within the authority of the Respondent within the meaning of section 793 of the FWA to complete a prestart checklist prior to departing from one or more camps located in or near Karratha, Western Australia (the **Residential Camps**) to the Sites, on every rostered shift. The Applicant first recalls receiving this direction from Mr Edward Winter.

In addition, the Applicant was required to drive from the one or more camps located in or near Karratha, Western Australia (Residential Camps) to the Sites prior to his rostered start time. This requirement arose from the fact that there needed to be two vehicles on each Site at all times, and unless an employee drove a vehicle from the Residential Camp to the Site, there would not be two vehicles at the Site. Further, the requirement arose from the fact that duties had to be performed during the drive to the Site, including observing the perimeter of the Site for any unauthorised person or vehicle and any damage to infrastructure or equipment.

- 15A. Between 31 March 2015 and 27 October 2022, it was a term of the applicable Award that an employer must pay an employee for all time worked outside of an employee's rostered hours (**Overtime Provision**).

Particulars

Clause 19.2(a) of the Award sets out the Overtime Provision. Prior to 2020, clause 23 of the Award sets out the Overtime Provision.

16. In contravention of the Overtime Provision, the The Applicant was not paid by the Respondent for:
- a. the Pre-Shift Work (**Pre-Shift Work Contravention**);
 - b. the Pre-Shift Driving Work (**Pre-Shift Driving Work Contravention**), or
 - c. the Pre-Shift Check Work (**Pre-Shift Check Work Contravention**).

Particulars

~~The Applicant contends that a payments was required as a term of the Award and is by reference to overtime hours as provided in clause 19 of the Award.~~

~~The Applicant further contends that this conduct is a breach of section 45 of the FWA but no allegation is contended in respect to a serious contravention.~~

17. Between 9 October 2017 and 21 December 2021, the Applicant was directed by the Respondent to, and at all relevant times did, finish work post his rostered end time (**Post-Shift Work**).

Particulars

When his rostered end time had lapsed and his shift ended, the Applicant was required to drive for approximately 30 minutes, back from the Site to his Residential Camp. As to how the requirement to perform the Post-Shift Work arose, the Applicant repeats and relies upon the particulars above in relation to the Pre-Shift Driving Work.

18. In contravention of the Overtime Provision, the The Applicant was not paid by the Respondent for the Post-Shift Work (**Post-Shift Work Contravention**).

Particulars

~~The Applicant contends that a payment was required as a term of the Award and is by reference to overtime hours as provided in clause 19 of the Award.~~

~~The Applicant further contends that this conduct is a breach of section 45 of the FWA but no allegation is contended in respect to a serious contravention.~~

- 18A. In respect of the Pre-Shift Work Contravention, the Pre-Shift Driving Work Contravention, the Pre-Shift Check Work Contravention, and the Post-Shift Work Contravention, the Applicant suffered loss being the ordinary hourly rate for each hour or part thereof worked by him in performing the Pre-Shift Work, the Pre-Shift Driving Work, the Pre-Shift Check Work, or the Post-Shift Work, plus any applicable overtime loading for each such hour or part thereof.
- 18B. Between 31 March 2015 and 27 October 2022, it was a term of the applicable Award that an employee who works a shift of 12 hours or more must be afforded a paid rest break or breaks of 30 minutes (**Rest Break Provision**).

Particulars

Clause 14.2 of the Award sets out the Rest Break Provision. Prior to 2020, clause 21.6(b) of the Award set out the Rest Break Provision.

19. Between 9 October 2017 and 21 December 2021, each shift the Applicant worked was at least 12 hours. In contravention of the Rest Break Provision, the Applicant was directed to continue working during each such shift without taking periods of time that were otherwise, by the operation of clause 14.2 of the Award, deemed to be rest break periods. Accordingly, the Applicant was unable to take a paid rest break during his shift (**Rest Break Contravention**).

Particulars

~~Clause 14.2 of the Award.~~

During a night shift, the Applicant was routinely the only security staff member rostered to work and was unable to take his rest break.

During a day shift, the Applicant would routinely be directed to work by a Security Manager or Facilities Protection Supervisor, who was an employee or

officer of the Respondent, acting within the authority of the Respondent within the meaning of section 793 of the FWA.

19A. In respect of the Rest Break Contravention, the Applicant suffered loss being the loss of the benefits of having a rest break to his mental health and wellbeing.

19B. Between 31 March 2015 and 27 October 2022, it was a term of the Award that an employee may not be rostered to work a shift of more than 10 hours, except if an agreement is made in accordance with the Award to increase the maximum shift length to no more than 12 hours, in which case the maximum shift length is whatever is agreed between the employer and employee (**Maximum Shift Length Provision**).

Particulars

Clause 13.3(b) and (c) of the Award sets out the Maximum Shift Length Provision. Prior to 2020, clause 21.2 set out the Maximum Shift Length Provision.

19C. There was no agreement made in accordance with the Award to increase the maximum shift length, and so the maximum shift length was 10 hours. In the alternative, there was such an agreement and the maximum shift length was 12 hours.

20. Each shift the Applicant worked was over 10 hours, and as such on each shift the Maximum Shift Length Provision was contravened. In the alternative, as As a result of the Pre-Shift and Post-Shift Contraventions, on each shift the Applicant regularly worked, the Applicant worked in excess of 12 hours per shift, and as such on each shift the Maximum Shift Length Provision was contravened (**Maximum Shift Length Overtime Contravention**).

Particulars

Clause 13.3(b) of the Award.

20A. In respect of the Maximum Shift Length Contravention, the Applicant suffered loss being the difference between:

- c. what he was paid for each hour or part thereof worked by him in excess of 10 hours per shift, or in the alternative in excess of 12 hours per shift; and
- d. the ordinary hourly rate for each such hour or part thereof, plus the applicable overtime loading for each such hour or part thereof.

20B. Between 31 March 2015 and 27 October 2022, it was a term of the Award that an employer must pay an employee the rate of pay applicable to that employee's classification specified under the Award (**Classification Provision**).

Particulars

Clause 15.1 of the Award sets out the Classification Provision. Prior to 2020, clause 14.1 of the Award set out the Classification Provision.

20C. At all relevant times, the Applicant was paid the ordinary rate of pay applicable to a Level 2 employee under the Award.

21. By virtue of the matter pleaded in paragraphs [8] and [9] and [9A] above, between 9 October 2017 and 21 December 2021:

- a. the Applicant undertook duties that were reflective of the Level 5 Classification and consequently ought to have been, but was not, paid the ordinary rate of pay applicable to a Level 5 employee under the Award;
- b. in the alternative, the Applicant undertook duties that were reflective of the Level 4 Classification and consequently ought to have been, but was not, paid the ordinary rate of pay applicable to a Level 4 employee under the Award; and
- c. in the further alternative, the Applicant undertook duties that were reflective of the Level 3 Classification and consequently ought to have been, but was not, paid the ordinary rate of pay applicable to a Level 3 employee under the Award (**Misclassification Contravention**).

Particulars

Schedule A of the Award.

21A. In respect of the Misclassification Contravention, the Applicant suffered loss being the difference between:

- e. what he was paid for each hour worked by him; and
- f. the ordinary hourly rate at the Level 5 Classification under the Award, or in the alternative the Level 4 Classification under the Award, or in the further alternative

the Level 3 Classification under the Award, plus any applicable penalties and loadings for each such hour.

- 21B. Between 11 June 2020 and 27 October 2022, it was a term of the Award that an employer must prepare a roster that shows the times each employee starts and finishes work on each shift (Roster Provision).

Particulars

Clause 13.5(a) of the Award sets out the Roster Provision.

22. When commencing his employment with the Respondent, the Respondent did not inform the Applicant of the rostered times, being day and night shift. Nonetheless, on each shift over the course of his employment the Applicant worked his rostered times which were either:
- a. 0500hrs to 1700hrs; or
 - b. 1700hrs to 0500hrs.
23. Between 9 October 2017 and 21 December 2021, the Applicant received rosters with no start or end times specified for each shift, in contravention of the Roster Provision (Roster Contravention).

Particulars

Clause 13.5(a) of the Award.

24. Between 9 October 2017 and 21 December 2021, ~~for each Pay Period in which a roster operated,~~ it was a term of the Award ~~that applied to the Applicant~~ that if he worked more than two-thirds of an employee's the rostered ordinary hours shifts in any roster cycle comprised or included the period between midnight and 6:00am, the work would be classified as *permanent night work*, which has the consequence that the employee is entitled to an additional loading (specified in Table 7 of the Award) for all hours worked between 6pm and 6am on any day between Monday and Friday inclusive (Permanent Night Shift Loading Provision).

Particulars

The Permanent Night Shift Loading Provision is set out at Clause 20.2 of the Award. Prior to 2020, the Permanent Night Shift Loading Provision was set out at clauses 22.2 and 22.3 of the Award.

24A. Both the Applicant's two regular shifts as pleaded at paragraph [22] included the period between midnight and 6am. Consequently, 100% of the Applicant's ordinary shifts over every roster cycle over the entire course of his employment included the period between midnight and 6am. Consequently, the Applicant was entitled to the permanent night shift loading for all hours worked between 6pm and 6am.

25. In contravention of the Permanent Night Shift Loading Provision, the Respondent Wilson never paid the Applicant the permanent night shift loading for hours worked between 6pm and 6am, and only paid the regular night shift allowance for those hours **(Permanent Night Shift Loading Contravention)**.

26. In respect of the Permanent Night Shift Loading Contravention, the Applicant suffered loss being the difference between:

- a. what he was paid for each ~~Night Shift~~ hours worked undertaken by him between 6pm and 6am; and
- b. the Permanent Night Shift Loading in addition to his base rate for each such hour.

26A. At all relevant times:

- a. reg 3.46(1)(g) of the FWR required that all payslips provided to an employee must specify any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
- b. reg 3.46(3) of the FWR required that all payslips provided to an employee must specify the hourly rate of pay applicable to the employee, the number of hours the payslip relates to, and the amount of the total payment made in respect of those hours.
(Record-Keeping Provisions)

26B. In contravention of the Record-Keeping Provisions, on 29 July 2018, 7 April 2019, 1 December 2019, 29 December 2019 and 5 May 2021 the Applicant was provided by the Respondent with payslips notifying him of amounts paid by way of backpay to him by the Respondent. The payslips did not:

- a. include any breakdown of which parts of the backpay were for which separately identifiable entitlements owing to him; or
- b. specify an hourly rate of pay, the number of hours the payslip relates to, or the amount of the total payment made in respect of those hours (Record-Keeping Contravention).

CONTRAVENTIONS OF THE FWA (APPLICANT)

27. The conduct constituting each of the:

- a. Long Break Contravention;
- b. Long Work Contravention;
- c. Pre-Shift Work Contravention;
- ca. Pre-Shift Driving Work Contravention;
- cb. Pre-Shift Check Work Contravention;
- d. Post-Shift Work Contravention;
- e. Maximum Shift Length Overtime Contravention;
- ea. Misclassification Contravention;
- f. Rest Break Contravention;
- fa. Roster Contravention; and
- g. Permanent Night Shift Loading Contravention;

(together, the Contraventions)

was each prohibited by s 45 FWA, which is a civil remedy provision. Consequently, each Contravention was by operation of s 539 of the FWA, a breach of a civil remedy provision for the purposes of ss 545 and 546 of the FWA.

28. Each of the Contraventions except the Rest Break Contravention and Roster Contravention was also prohibited by s 323 of the FWA because it entailed a failure by

the Respondent to pay amounts due to the Applicant within one month of the amount becoming due and payable to the Applicant. Section 323 of the FWA is a civil remedy provision. Consequently, each Contravention was by operation of s 539 of the FWA, a breach of a civil remedy provision for the purposes of ss 545 and 546 of the FWA and accordingly the Applicant seeks the imposition of a pecuniary penalty.
~~The Contraventions of s 45 of the FWA by Wilson with respect to the Applicant referred to in this Second Further Amended Statement of Claim caused the Applicant loss or damage.~~

Particulars

~~Particulars may be provided after a further request for documents or discovery.
 The identification of each penalty and its associated course of conduct will be identified after the first hearing.~~

28A. The conduct constituting the Record-Keeping Contravention was prohibited by s 536 of the FWA, which is a civil remedy provision. Consequently, the Record-Keeping Contravention was by operation of s 539 of the FWA, a breach of a civil remedy provision for the purposes of ss 545 and 546 of the FWA and accordingly the Applicant seeks the imposition of a pecuniary penalty.

SERIOUS CONTRAVENTION

28B. On 19 May 2020, Mr Jose Canadas sent to the Applicant and other workers via email which gave a direction to attend work and begin performing work 15 minutes before the start of each rostered shift (the Direction).

28C. The Direction was within the scope of Mr Canadas' actual or apparent authority.

28D. At the time Mr Canadas made the Direction, he knew that employees including the Applicant were not paid for time prior to the start of each rostered shift.

28E. At all relevant times, the payroll officers of the Respondent calculated the Applicant's pay and made payment of that pay by reference only to his rostered hours of work.

28F. In calculating and paying the Applicant's pay, those officers were acting within the scope of their actual or apparent authority.

28G. The actions pleaded at paragraphs [28A] and [28C] above together gave rise to the Pre-Shift Work Contravention.

28H. The Respondent expressly, tacitly, or impliedly authorised the actions of Mr Canadas pleaded at paragraph [28A] and the actions of its payroll officers pleaded at paragraph [28D].

28I. From 19 May 2020, the Pre-Shift Work Contravention was a serious contravention for the purposes of section 557A of the FWA.

CONTRAVENTIONS OF THE FWA (GROUP MEMBERS)

29. During the Relevant Period, the Group Members claim monies owing pursuant to paragraphs [27] to [28] above.

LOSS OR DAMAGE

30. The Contraventions (save for the Roster Contravention and Record-Keeping Contravention) ~~contraventions of s 45 of the FWA by Wilson with respect to the Applicant in this Second Further Amended Statement of Claim~~ caused the Applicant loss or damage.

Particulars

The Applicant will provide particulars upon the completion of discovery.

31. The Contraventions (save for the Roster Contravention and Record-Keeping Contravention) ~~contraventions of s 45 of the FWA by Wilson with respect to the Group Members~~ caused each Group Member loss or damage.

Particulars

~~The Applicant will provide to the Respondent, within 42 days (or an alternate date as ordered by the Court) of the production of the time and attendance roster and employment records of the Applicant, a working quantification model of the hours worked and the calculations made with reference to the Award. The Applicant will file and serve a copy of the model output, in reliance on the Respondent's records.~~

32. ~~The Applicant will identify, in each 28-day period, the contravention claimed pursuant to paragraphs [27] to [28] above.~~

REMEDIES

33. The Applicant claims on his own behalf and on behalf of the Group Members the relief set out in the Third ~~Second~~ Further Amended Originating Application.

Date: 25 January 2025 ~~22 August 2023~~

A handwritten signature in black ink, appearing to be 'RM', is written over a horizontal line.

Signed by Rory Markham
Lawyer for the Applicant

DRAFT

Certificate of lawyer

I, Rory Markham, 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: 25 January 2025 ~~22 August 2023~~

A handwritten signature in black ink, appearing to be 'RM', is written above a horizontal line.

Signed by Rory Markham
Lawyer for the Applicant

DRAFT