



Australian Government

Fair Work  
OMBUDSMAN

## ENFORCEABLE UNDERTAKING

This undertaking is **given** by Hudson Global Resources (Aust) Pty Limited and **accepted** by the Fair Work Ombudsman pursuant to s 715(2) of the *Fair Work Act 2009* in relation to the contraventions described in clause 7 of this undertaking.

## ENFORCEABLE UNDERTAKING

### PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**) by Hudson Global Resources (Aust) Pty Limited (**Hudson**) (ACN 002 888 762), Level 19, 20 Bond Street, Sydney, NSW.

### COMMENCEMENT

2. This Undertaking comes into effect when:
  - (a) the Undertaking is executed by Hudson; and
  - (b) the FWO accepts the Undertaking so executed (**Commencement Date**).

### BACKGROUND

3. Hudson is an Australian recruitment, on-hire and talent management business. As at 31 August 2020, Hudson had approximately 340 internal employees and 2443 on-hire employees on assignment with one of its clients. On-hire employees refers to casual employees engaged by Hudson to perform assignments of varying lengths for one of Hudson's clients. Hudson's on-hire employees work in primarily white-collar roles across a range of industries.
4. In an initial disclosure on 10 September 2020 Hudson notified the FWO that:
  - (a) In around mid-2019, Hudson commenced a review relating to the application of awards to its on-hire employees. This review identified deficiencies in Hudson's processes for determining whether an award applied, which award applied, and the correct classification under the applicable award.
  - (b) Hudson had completed a review of its current on-hire employees to determine whether or not they had been classified under the correct award (**Current Employee Review**). The Current Employee Review identified that approximately 860 on-hire employees had either been classified against the incorrect award or no award. The Current Employee Review identified 35 on-hire employees

receiving an hourly rate below their applicable minimum wage under their correct award classification.

- (c) Hudson had commenced a review of its award compliance for all assignments of on-hire employees engaged between 1 July 2014 and October 2019, with later correspondence on 8 March 2021 revising the end date of this review period to 31 October 2020 (approximately 36,000 assignments) (**Past Employee Review**).
- (d) Hudson intended to rectify any underpayments identified by the Current Employee Review or Past Employee Review.
- (e) Hudson considered that these issues of non-compliance had arisen due to deficiencies with internal processes, including a lack of rigour and analysis in relation to determining whether an award applied and, if so, the correct classification.
- (f) Hudson had implemented the following measures to ensure compliance going forward:
  - (i) systems upgrades so that a placement of an on-hire employee could not proceed without a position description being saved against the placement record;
  - (ii) development of a system ('The Tool') to support determination of award coverage and classifications for casual on-hire employees;
  - (iii) providing training to its recruitment consultants about modern awards;
  - (iv) establishing a specialist On-Hire Support Team to approve award coverage, level and pay-rates for each new placement of an on-hire employee; and
  - (v) implementing a new client management software.

**(Systems Improvements)**

- 5. Through updates and discussions with the FWO during 2021, Hudson notified the FWO that:
  - (a) Through the Past Employee Review, it had identified that for approximately 84% of the assignments completed by on-hire employees within the scope of the Past

Employee Review, one of the following awards applied:

- (i) the *Banking, Finance and Insurance Award 2010* (**Banking Award 2010**) or the *Banking, Finance and Insurance Award 2020* (**Banking Award 2020**) (collectively, **Banking Award**);
  - (ii) the *Clerks — Private Sector Award 2010* (**Clerks Award 2010**) or the *Clerks — Private Sector Award 2020* (**Clerks Award 2020**) (collectively, **Clerks Award**);
  - (iii) the *Higher Education Industry — General Staff — Award 2010* (**HE Award 2010**) or the *Higher Education Industry — General Staff — Award 2020* (**HE Award 2020**) (collectively, **HE Award**);
  - (iv) the *Professional Employees Award 2010* (**PE Award 2010**) or the *Professional Employees Award 2020* (**PE Award 2020**) (collectively, **PE Award**); and
  - (v) the *State Government Agencies Award 2010* (**SGA Award 2010**) or the *State Government Agencies Award 2020* (**SGA Award 2020**) (collectively, **SGA Award**).
- (collectively, the **Top 5 Awards**)
- (b) The Past Employee Review was initially focusing on assignments completed by on-hire employees covered by the Top 5 Awards (**First Tranche Assignments**). Hudson expected to complete the Past Employee Review in relation to the First Tranche Assignments by late 2021. The Past Employee Review would then review the remaining 16% of assignments, falling across approximately 27 additional modern awards between 1 July 2014 and 31 October 2020 which were not included in the First Tranche (**Second Tranche Assignments**).
  - (c) As part of the Past Employee Review in relation to the First Tranche Assignments, Hudson intended to conduct a sample validation process where it would review and validate the classification levels assigned to a sample of employees identified as being covered by each of the Top 5 Awards. Hudson

intended to use a sample size of at least 10% of all assignments under each of the Top 5 Awards.

6. Prior to the execution of this Undertaking Hudson had, for each employee listed in Column A of Schedule A to this Undertaking (**Affected Employees**), for each of the assignments listed in Column C of Schedule A to this Undertaking:
  - (a) determined that:
    - (i) the award that applied to that Affected Employee during that assignment was the award listed in Column D of Schedule A to this Undertaking; and
    - (ii) the classification that applied to that Affected Employee during that assignment under the applicable award was the classification listed in Column E of Schedule A to this Undertaking; and
  - (b) calculated the value of the total underpayment to that Affected Employee for that assignment to be the amount listed in Column F (**Underpayments**);
  - (c) calculated the value of the superannuation contribution required in respect of the Underpayment to be the amount listed in Column G of Schedule A to this Undertaking (**Superannuation Underpayments**);
  - (d) calculated the value of the interest on the Underpayment, calculated using an interest rate that is 4% above the last cash rate published by the Reserve Bank of Australia (**RBA**) for each relevant financial year, to be the amount listed in Column H of Schedule A to this Undertaking (**Interest Amounts**).

## **ADMISSIONS**

7. The FWO has a reasonable belief, and Hudson admits, that Hudson contravened section 45 of the FW Act between 1 July 2014 and 31 October 2020 (**Relevant Period**) by:
  - (a) failing to pay each Affected Employee the amount or amounts to which that Affected Employee was entitled to under the Award or Awards specified in Column D of Schedule A to this Undertaking in relation to that Affected Employee, in contravention of one or more of the clauses of that Award set out in Schedule B to this Undertaking; and

- (b) failing to otherwise comply with obligations under the Awards in respect of some or all of the Affected Employees, in contravention of the clauses of the Awards set out in Schedule B to this Undertaking.
8. The contraventions identified in clause 7 of this Undertaking do not include:
- (a) any contraventions which relate to or arise as a consequence of Hudson failing to correctly apply the Top 5 Awards or comply with other FW Act obligations to any employee not listed in Schedule A to this Undertaking (**Non-schedule Employees**). This includes if, after the Commencement Date, Hudson or the FWO identify that a Top 5 Award applied to one or more of the employees completing a Second Tranche Assignment during the Relevant Period. For the avoidance of doubt this Undertaking is not given in respect of any Non-schedule Employees who were underpaid as a result of Hudson failing to correctly apply the Top 5 Awards and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayment; or
  - (b) any contraventions which relate to or arise as a consequence of Hudson failing to correctly apply any award other than the Top 5 Awards to any employees, including the Affected Employees (whether or not those contraventions are identified in the Second Tranche Review described at clause 16 below or the Independent Audits described at clause 30 below). For the avoidance of doubt, this Undertaking is not given in respect of any contravention by Hudson of any award other than the Top 5 Awards, and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention; or
  - (c) any contraventions which have not yet occurred at the date that this Undertaking is offered by Hudson (whether or not those contraventions are identified in the Independent Audits described at clause 30 below). For the avoidance of doubt this Undertaking is not given in respect of any contravention which has not occurred on the date which it is offered by Hudson and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

## **UNDERTAKINGS**

9. Hudson will take the actions set out at clauses 10 to 59 below.

### **Rectification of First Tranche Assignment underpayments**

10. Within 45 days of the Commencement Date, Hudson will:
- (a) pay to each Affected Employee any outstanding Underpayments and Interest Amounts relating to that Affected Employee; and
  - (b) pay to each Affected Employee's nominated superannuation fund any outstanding Superannuation Underpayments relating to that Affected Employee.
11. Hudson must take all reasonable steps to locate each Affected Employee owed an outstanding Underpayment, Interest Amount or Superannuation Underpayment, having regard to the value of the amount owed.
12. Within 60 days of the Commencement Date, Hudson will provide to the FWO evidence of:
- (a) all payments made to Affected Employees to rectify the Underpayments (including Interest Amounts) and Superannuation Underpayments; and
  - (b) the reasonable steps taken in accordance with clause 11, for any Affected Employees Hudson could not locate.
13. If any of the Affected Employees to whom an Underpayment is owed cannot be located within 90 days of the Commencement Date, Hudson will pay the Underpayments owing to those Affected Employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. Hudson will complete the required documents supplied by the FWO for this purpose.
14. In the event that the FWO is able to locate and contact any Affected Employees to whom Underpayments are owed, the FWO will (in addition to its obligations under s 559 of the FW Act) notify Hudson in writing of the name and contact details of the Affected Employee. Within 14 days of receiving any such notice, Hudson will contact the Affected Employee for the purposes of verifying or receiving payment details. Within 14 days of Hudson verifying or receiving such payment information, Hudson will:

- (a) pay to the Affected Employee the Interest Amounts relating to that Affected Employee; and
- (b) pay to the Affected Employee's nominated superannuation fund the Superannuation Underpayments relating to that Affected Employee.

**Review and Rectification of Second Tranche Assignment underpayments**

- 15. By no later than 31 January 2022, Hudson will commence the review described in clause 16, below.
- 16. By 31 May 2022, Hudson will conduct a review (**Second Tranche Review**) of each Second Tranche Assignment between 1 July 2014 and 31 October 2020, and determine or calculate for each assignment:
  - (a) the award which applied to the employee for that assignment;
  - (b) the classification under that award which applied to that employee for that assignment;
  - (c) any underpayment of award entitlements to that employee during that assignment (**Second Tranche Underpayment**);
  - (d) the interest owing on any Second Tranche Underpayment, calculated using an interest rate that is 4% above the last cash rate published by the RBA for each relevant financial year (**Second Tranche Interest Amount**);
  - (e) the amount of superannuation owing to the employee in respect of any Second Tranche Underpayment for that assignment (**Second Tranche Superannuation Underpayment**); and
  - (f) any non-monetary contravention of:
    - (i) award conditions;
    - (ii) obligations under the National Employment Standards in the FW Act; or
    - (iii) payslip or record keeping obligations under the FW Act or *Fair Work Regulations 2009* (**FW Regulations**);relating to that employee during that assignment (**Other Second Tranche Contravention**).

17. By 31 May 2022, Hudson will provide to the FWO evidence that it has completed the Second Tranche Review, including:
  - (a) a schedule setting out the information referred to in paragraphs 16(a) – 16(e) in relation to each assignment; and
  - (b) details of any Other Second Tranche Contraventions identified.
18. By 30 June 2022, Hudson will, for each employee within the Second Tranche Review (**Second Tranche Employee**) with a Second Tranche Underpayment:
  - (a) pay to the employee the Second Tranche Underpayments and Second Tranche Interest Amounts owing to that employee; and
  - (b) pay to the employee's nominated superannuation fund any Second Tranche Superannuation Underpayments owing to that employee.
19. Hudson must take all reasonable steps to locate each Second Tranche Employee owed Second Tranche Underpayment, Second Tranche Interest Amount or Second Tranche Superannuation Underpayment, having regard to the value of the amount owed.
20. By 7 July 2022, Hudson will provide to the FWO evidence of:
  - (a) all payments made to Second Tranche Employees to rectify the Second Tranche Underpayments (including Second Tranche Interest Amounts) and Second Tranche Superannuation Underpayments;
  - (b) the reasonable steps taken in accordance with clause 19, for any Second Tranche Employees Hudson could not locate.
21. If any of the Second Tranche Employees to whom a Second Tranche Underpayment is owed cannot be located by 30 June 2022, Hudson will pay the Second Tranche Underpayments owing to those Second Tranche Employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. Hudson will complete the required documents supplied by the FWO for this purpose.
22. In the event that the FWO is able to locate and contact any Second Tranche Employees to whom Second Tranche Underpayments are owed, the FWO will (in addition to its obligations under s 559 of the FW Act) notify Hudson in writing of the name and contact details of the Second Tranche Employee. Within 14 days of receiving any such notice

Hudson will contact the Second Tranche Employee for the purposes of verifying or receiving payment details. Within 14 days of verifying or receiving such payment information, Hudson will:

- (a) pay the Second Tranche Employee the Second Tranche Interest Amounts for that Second Tranche Employee; and
- (b) pay to the Second Tranche Employee's nominated superannuation fund the Second Tranche Superannuation Underpayments for that Second Tranche Employee.

### **Provision of Information about Systems Improvements**

- 23. Within 90 days of the Commencement Date, Hudson will provide to the FWO detailed information regarding the Systems Improvements referred to in clause 4(f), including, without limitation:
  - (a) copies of the training materials used to provide the training and a schedule or list of the employees who received this training including names and the date the training was completed;
  - (b) details of the systems or processes used by 'The Tool' to assign award coverage and classification; and
  - (c) details of the systems or processes used by the 'On-Hire Support Team' to review and approve award coverage and classification assessments.
- 24. The FWO may, within 2 months of receiving the information under clause 23, seek reasonable further information regarding the Systems Improvements from Hudson by issuing a written notice to Hudson specifying the additional information required. Hudson must provide the information specified in such a notice within 14 days of receipt.
- 25. When providing the information under clauses 23 or 24, Hudson will state in writing that it does so without qualification and without seeking to place any limitation on how the FWO may use the information in the lawful performance of its statutory functions and powers. Hudson will not assert, or seek to assert, any limitation on how the FWO may use or rely on the information in the lawful performance of its statutory functions

and powers.

### **Training**

26. Within 90 days of the Commencement Date, Hudson will ensure that all current employees of Hudson with responsibility for placing on-hire employees in an assignment and determining wages and conditions for on-hire employees, including the 'On-Hire Support Team', have completed training which satisfies clause 27 below.
27. The training must:
  - (a) be provided by an external workplace relations or employment law expert, approved by the FWO prior to the training being provided; and
  - (b) cover, at a minimum:
    - (i) how to correctly determine award coverage and award classification;
    - (ii) how to correctly apply award conditions including, without limitation: overtime and penalty rates; and paid and unpaid breaks;
    - (iii) other FW Act entitlements and obligations, including the National Employment Standards.
28. Within 120 days of the Commencement Date, Hudson will provide to the FWO evidence of its compliance with clause 26, including:
  - (a) a copy of the training materials used; and
  - (b) a schedule or list of the employees who received the training and the date on which they attended.
29. The FWO may, at its complete discretion, determine that existing training provided by Hudson to its employees prior to the Commencement Date is sufficient to satisfy the requirements of clause 26.

### **Independent Audits**

30. Hudson must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two audits of Hudson's compliance with the FW Act and FW Regulations, in relation to compliance with awards for its on-hire employees (**Audits**).

31. Hudson will notify the FWO of its proposed Independent Auditor by no later than 1 June 2022. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require Hudson to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing prior to being engaged by Hudson.
32. Hudson must ensure that each of the Audits conducted by the Independent Auditor includes:
  - (a) an assessment of 10% of the assignments completed by on-hire employees, across a range of awards and classifications, proportionately split between awards based on Hudson's records of award coverage of its on-hire workforce, during the relevant audit period (**Sampled Employees**) in respect of their employment by Hudson;
  - (b) an assessment of whether the correct award has been identified for the Sampled Employees by Hudson;
  - (c) an assessment of whether the Sampled Employees have been correctly classified by Hudson;
  - (d) an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period is in compliance with the FW Act, and the applicable awards;
  - (e) direct contact with at least 10 different Sampled Employees (in person or by way of telephone discussions), across a mix of awards and Hudson's clients' industries, to ensure accuracy of hours worked;
  - (f) the production of a written report on each of the Audits setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
  - (g) that each of the written reports referred to in (f) above contains the following declarations from the Independent Auditor:
    - (i) the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;

- (ii) notwithstanding that the Independent Auditor is retained by Hudson, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Hudson in preparing the report;
- (iii) the report is provided in accordance with applicable professional standards (which will be listed in the report); and
- (iv) the report is provided to the FWO for its benefit and the FWO can rely on the report.

### The First Audit

- 33. Hudson must ensure the Independent Auditor commences the first of the Audits by no later than 1 August 2022, provided an Independent Auditor has been approved by the FWO by this date (**First Audit**).
- 34. The relevant audit period for the First Audit must be at least two full pay periods falling within the period 8 August 2022 to 10 October 2022.
- 35. By 1 July 2022, Hudson will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
- 36. Hudson will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO by 7 November 2022, setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. Hudson will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Hudson without the FWO's approval.
- 37. Hudson will use its best endeavours to ensure the Independent Auditor finalises the First Audit and provides a written report of the First Audit (**First Audit Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Auditor. Hudson will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to Hudson without the FWO's approval.

### The Second Audit

- 38. Hudson must ensure the Independent Auditor commences the second of the Audits by no later than 31 July 2023 (**Second Audit**).

39. The relevant audit period for the Second Audit must be at least two full pay periods falling within the period 7 August 2023 to 9 October 2023.
40. By 1 July 2023, Hudson will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
41. Hudson will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 6 November 2023, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. Hudson will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Hudson without the FWO's approval.
42. Hudson will use its best endeavours to ensure the Independent Auditor finalises the Second Audit and provides a written report of the Second Audit (**Second Audit Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Auditor. Hudson will ensure the Independent Auditor does not provide the written report, or a copy of the same, to Hudson without the FWO's approval.

### **Outcome of Audits**

43. If any of the Audits identify underpayments to any current or former employees, Hudson will:
  - (a) rectify any underpayments identified in the relevant audit period; and
  - (b) conduct a reconciliation of the amounts paid and owed to those employees in the 12 month period immediately prior to the relevant audit period, and rectify any underpayments that are identified.
44. Hudson will provide to the FWO evidence of such rectification within 28 days of being informed by the FWO of the requirement to undertake the reconciliation.
45. If any employees identified in the Audits as having underpayments owing to them cannot be located within 60 days of the conclusion of each Audit, Hudson will pay those amounts, and any amounts identified under clause 43, to the Commonwealth of Australia in accordance with section 559 of the FW Act. Hudson will complete the required documents supplied by the FWO for this purpose.

46. If any of the Audits identify an underpayment of minimum entitlements to one or more on-hire employees, and the FWO reasonably believes that employees not included in the Audits are also likely to have been underpaid, Hudson will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all its on-hire employees (or a particular cohort of employees within this group), as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Hudson.
47. If requested by the FWO, Hudson will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 14 days of such a request.

### **Employee Hotline**

48. By 6 December 2021, at its own expense, Hudson will establish and maintain a dedicated telephone number and email address for all current and former on-hire employees of Hudson to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making enquiries on a confidential basis.
49. Hudson will:
  - (a) ensure the Employee Hotline remains operational for a period of 12 months;
  - (b) ensure that the telephone number and email address are included on the website notice (see clauses 51 to 53) and the social media notice (see clauses 54 to 56);
  - (c) communicate the existence and purpose of the Employee Hotline by way of an email sent to the last known email address of all current and former on-hire employees of Hudson during the Relevant Period. Hudson will:
    - (i) ensure the email is in the form of Attachment A to this Undertaking; and
    - (ii) provide evidence to the FWO that the email has been sent to all required current and former employees by 31 January 2022;
  - (d) take steps to respond to each telephone and email enquiry and seek to resolve any issues within 30 days and notify the FWO of any issues that are not resolved within 60 days; and

- (e) provide a de-identified list of enquiries received by the Employee Hotline to the FWO every three months from the establishment of the Employee Hotline.

## **Notices – Internal and External**

### Media Release

- 50. Upon acceptance of the Undertaking, the FWO will publish a media release on its website in respect of this Undertaking.

### Website Notice

- 51. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Hudson will place a notice on its website, accessible through a hyperlink on the front page of <https://au.hudson.com/> (**Website Notice**).
- 52. The Website Notice must:
  - (a) be in the form of the Website Notice set out at Attachment B;
  - (b) be displayed in at least size 10 font; and
  - (c) remain on the website for a period of 1 month.
- 53. Within 7 days of placing the Website Notice on its website, Hudson will provide to the FWO evidence of its placement.

### Social Media Notice

- 54. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Hudson will place a post on:
  - (a) its Facebook page (**Facebook Notice**); and
  - (b) the website of the Recruitment Consulting and Staffing Association (**RCSA Notice**).  
**(Social Media Notices)**
- 55. The Social Media Notices must:
  - (a) in relation to the Facebook Notice:
    - (i) be posted to Hudson's timeline, pinned to the top of the Facebook Notice page in public view; and
    - (ii) be a boosted post with a total budget of at least \$10,000;

- (b) in relation to the RCSA Notice:
  - (i) be accessible through a hyperlink on the front page of the website; and
  - (ii) be displayed in at least size 10 font;
- (c) remain on the relevant platform for a continuous period of at least 30 days; and
- (d) be in the form of the Social Media Notice set out at Attachment B.

56. Within 7 days of posting each Social Media Notice to the relevant platform, Hudson will provide to the FWO evidence of the notice.

### **Contribution Payment**

57. By 7 January 2022, Hudson will make a contribution payment in the amount of \$172,000 for the Underpayments to the Affected Employees. The contribution payment is to be deposited into the Consolidated Revenue Fund.

58. Hudson will provide evidence to the FWO of the contribution payment within 14 days of making payment to the Consolidated Revenue Fund.

### **No Inconsistent Statements**

59. Hudson will not, and will not authorise, encourage or solicit any of its officers, employees or agents to make any statement or otherwise imply, either orally or in writing, anything which contradicts the admissions or acknowledgements contained in this Undertaking.

### **ACKNOWLEDGEMENTS**

60. Hudson acknowledges that:

- (a) the FWO may:
  - (i) make this Undertaking (and any of the Attachments hereto) available for public inspection, including by posting it on the FWO internet site at [www.fairwork.gov.au](http://www.fairwork.gov.au);
  - (ii) release a copy of this Undertaking (and any of the Attachments hereto) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);

- (iii) issue a media release in relation to this Undertaking;
  - (iv) from time to time, publicly refer to the Undertaking (and any of the Attachments hereto) and its terms; and
  - (v) rely upon the admissions made by Hudson set out in clause 7 above in respect of decisions taken regarding enforcement action in the event that Hudson is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Hudson to comply with its obligations under this Undertaking;
- (b) consistent with the Note to section 715(4) of the FW Act, this Undertaking in no way derogates from the rights and remedies available to any other person arising from the conduct set out herein;
- (c) consistent with section 715(3) of the FW Act, Hudson may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if Hudson contravenes any of the terms of this Undertaking:
- (i) the FWO may apply to any of the Courts set out in section 715(6) of the FW Act, for orders under section 715(7) of the FW Act; and
  - (ii) this Undertaking may be provided to the Court as evidence of the admissions made by Hudson in clause 7 above, and also in respect of the question of costs.

**Executed as an undertaking**

EXECUTED by Hudson in accordance with section 127(1) of the *Corporations Act 2001*:



\_\_\_\_\_  
(Signature of director)

Mark Steyn

\_\_\_\_\_  
(Name of director)

2<sup>nd</sup> December 2021

\_\_\_\_\_  
(Date)

in the presence of:



\_\_\_\_\_  
(Signature of witness)

Glenn Boswell

\_\_\_\_\_  
(Name of witness)



\_\_\_\_\_  
(Signature of director/company secretary)

Kendall Ryan

\_\_\_\_\_  
(Name of director/company secretary)

2<sup>nd</sup> December 2021

\_\_\_\_\_  
(Date)

in the presence of:



\_\_\_\_\_  
(Signature of witness)

Glenn Boswell

\_\_\_\_\_  
(Name of witness)

ACCEPTED by the FAIR WORK OMBUDSMAN pursuant to section 715(2) of the *Fair Work Act 2009* on:



Michelle Carey - Deputy Fair Work Ombudsman  
Compliance and Enforcement (A/g)

\_\_\_\_\_  
[Insert name and role of Delegate]

7 December 2021

\_\_\_\_\_  
(Date)

Delegate for the FAIR WORK OMBUDSMAN

in the presence of:



\_\_\_\_\_  
(Signature of witness)

Zoe Coles

\_\_\_\_\_  
(Name of Witness)