

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Lilyvale Hotel Pty Ltd t/as Shangri-La Sydney (ABN 92 003 643 963) 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 clauses 17 to 19 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 Lilyvale Hotel Pty Ltd t/as Shangri-La Sydney (**Lilyvale**), of Level 4, 176 Cumberland Street THE ROCKS NSW 2000.

COMMENCEMENT

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

BACKGROUND

3. Lilyvale is an Australian private company that operates the Shangri-La Hotel in Sydney. Lilyvale has approximately 376 current employees and has had approximately 2,375 employees within the six (6) years up until 30 July 2019.
4. In May 2018, Lilyvale was audited by the FWO as part of the Workplace Basics (Visa Monitoring) Campaign.
5. During this audit the FWO raised concerns about Lilyvale's use of annualised salary arrangements for non-managerial staff under clause 27.1 of the *Hospitality Industry (General) Award 2010* (**Award**), in particular relating to allegations that:
 - (a) employees working overtime and penalty hours were not being adequately compensated by their annualised salary; and
 - (b) there had been a failure to carry out annualised salary reconciliations, which means that Lilyvale was not aware of whether the salaries it was paying were sufficient to cover all award overtime and penalty rate obligations over the course of a year.
6. On 24 August 2018 Lilyvale provided annualised salary reconciliations for 68 employees for the period 3 July 2017 to 1 July 2018 which identified underpayments to 14 employees.
7. On 27 September 2018 Lilyvale provided annualised salary reconciliations indicating underpayments to 16 employees. With the complete data available for 14 of those employees, the FWO subsequently conducted its own calculations (these 14 employees

being referred to as the **September Employees**).

8. On 25 October 2018 Lilyvale provided annualised salary reconciliations for a further 46 employees (**October Employees**) indicating underpayments to 9 employees.
9. In February 2019 the FWO commenced a further investigation in relation to the September Employees as the FWO had reason to believe that contraventions of the *Fair Work Act 2009 (FW Act)*, *Fair Work Regulations 2009 (FW Regs)* and Award had occurred (**Further Investigation**).
10. On 22 June 2020 the FWO issued a Findings of Contravention letter to Lilyvale under regulation 5.05 of the FW Regs indicating that it had determined that Lilyvale had contravened the FW Act and Award in relation to the September Employees.
11. On 31 August 2020 Lilyvale responded to the FWO in relation to the Further Investigation admitting that it had contravened clauses 27.1, 30.1(a) and 34.2 of the Award, and section 125(1) of the FW Act, in relation to the September Employees but denying the other contraventions listed in the Findings of Contravention Letter. Lilyvale also informed the FWO that:
 - (a) it had engaged BDO (an accounting firm) to conduct annual reconciliations for existing and former non-managerial employees employed under annual salary arrangements in the Hospitality Award in the six year period ending 30 July 2019 (**Historical Reconciliations**);
 - (b) as a result of the Historical Reconciliations, it had paid (or set aside money to pay, where it could not locate any employee) \$2,589,296 to current and former employees (including the September and October Employees) where underpayments were identified (**Additional Self-Disclosure**), and it was willing to make a further admission to the contravention of clause 27.1 of the Award in relation to the employees that had been identified as underpaid as a result of the Historical Reconciliations;
 - (c) it had implemented a number of other remediation actions to address previous contraventions of the Award and the FW Act including: revising the manner in which reconciliations are conducted, ceasing the future use of annualised salary arrangements for new non-managerial employees, issuing directives to relevant department leaders about compliance with aspects of the Award and ensuring the accuracy of time sheet and attendance information, issuing directives to relevant employees to require rosters to contain both starting and finishing times for all permanent employees, working with its payroll provider to disable the practice of

using 'rounded time' in attendance data; and

- (d) it was willing to take a number of further actions (which are reflected in this Undertaking).
12. On 8 July 2021, following further consideration of its position and calculations, the FWO issued an amended Findings of Contravention letter under regulation 5.05 of the FW Regs which set out the FWO's amended position in relation to the Further Investigation.
 13. The FWO's Further Investigation has determined that Lilyvale underpaid the September Employees by a total of \$305,879.49.
 14. Prior to the execution of this Undertaking, Lilyvale notified the FWO that it had:
 - (a) calculated and rectified the underpayments referred to in clauses 11(b) and 13 above by:
 - (i) paying each of the September Employees (who are referred to in column A of Schedule A to this Undertaking) the amounts referred to in column B of Schedule A;
 - (ii) paying each of the 178 employees referred to in column A in Part 1 of Schedule B to this Undertaking (**Schedule B Part 1 Employees**) the amounts referred to in column B in Part 1 of Schedule B; and
 - (iii) making payments to the Commonwealth of Australia in accordance with section 559 of the FW Act in relation to the 20 employees referred to in column A in Part 2 of Schedule B to this Undertaking (**Schedule B Part 2 Employees**) in the amounts referred to in column B in Part 2 of Schedule B;
 - (b) rectified any associated superannuation underpayments as required by law to each of the September Employees and each of the Schedule B Part 1 Employees and Schedule B Part 2 Employees, by paying any such required superannuation contributions to the chosen superannuation fund of the employee.
 15. Lilyvale has notified the FWO that it is committed to ensuring that all impacted current and former employees are back-paid for any underpayment of workplace entitlements under the Award and the FW Act, in accordance with a methodology which the FWO considers is acceptable under the terms of the FW Act and the Award.
 16. As a part of its ongoing rectification plan, Lilyvale has identified the 263 employees listed in column A of Schedule C to this Undertaking (**Schedule C Employees**) who may not have been fully back-paid by Lilyvale for underpayments under the Award. Lilyvale has not yet quantified the remaining underpayments to each of the Schedule C Employees.

There are employees who are listed in more than one of Schedule A and Schedule B and Schedule C.

ADMISSIONS

17. The FWO has a reasonable belief, and Lilyvale admits, that Lilyvale contravened:
- (a) section 45 of the FW Act by failing to either pay each of the September Employees the amount or amounts to which that employee was entitled under the Award in respect of each provision of the Award which is identified in Schedule A to this Undertaking in relation to that employee, between 9 March 2016 to 16 July 2018 (**September Employee Period**); or, alternatively where the provision did not impose any monetary entitlement, comply in relation to each of the September Employees, with the Award, in respect of each provision of the Award which is identified in Schedule A to this Undertaking in relation to that employee during the September Employee Period:
 - (i) clause 27.1 – Annualised Salary (Employees other than Managerial Staff (hotels)), in particular:
 - (A) clause 27.1(b)(ii)
 - (B) clause 27.1(c)
 - (C) clause 27.1(d)
 - (D) clause 27.1(e)
 - (ii) clause 30.1(a) – Rostering
 - (iii) clause 31.4 – Break not given
 - (iv) clause 32 – Penalty Rates, in particular
 - (A) clause 32.1 (in relation to Sunday penalty rates and public holiday penalty rates)
 - (B) clause 32.2(b) – Other Penalty (in relation to early morning penalty)
 - (v) clause 33.3 – Overtime rates, in particular
 - (A) clause 33.3(a)(i) (in relation overtime worked Monday to Friday)
 - (B) clause 33.3(a)(ii) (in relation to overtime worked between midnight Friday and midnight Sunday)
 - (C) clause 33.3(b)(i) (in relation to overtime on rostered days off)
 - (vi) clause 34.2 – Payment for annual leave (in relation to annual leave loading)

- (b) section 44(1) of the FW Act by contravening the following provision of the National Employment Standards (**NES**) during the September Employee Period:
 - (i) section 125(1) – Giving new employees the Fair Work Information Statement.
- 18. The FWO also has a reasonable belief, and Lilyvale admits, that Lilyvale contravened:
 - (a) section 45 of the FW Act by failing to pay certain employees of the Schedule B Employees any amount or amounts to which they were entitled under the following clauses of the Award between 30 July 2013 and 30 July 2019 (**Relevant Period**):
 - (i) clause 27.1 – Annualised Salary (Employees other than Managerial Staff (hotels)), in particular:
 - (A) clause 27.1(b)(ii)
 - (B) clause 27.1(c)
 - (ii) clause 30.1(a) – Rostering
 - (iii) clause 31.4 – Break not given
 - (iv) clause 32 – Penalty Rates
 - (v) clause 33.3 – Overtime rates
- 19. The FWO also has a reasonable belief, and Lilyvale admits, that Lilyvale contravened:
 - (a) section 45 of the FW Act by failing to pay certain employees of the Schedule C Employees any amount or amounts to which they were entitled under the following clauses of the Award during the Relevant Period:
 - (i) clause 27.1 – Annualised Salary (Employees other than Managerial Staff (hotels)), in particular:
 - (A) clause 27.1(b)(ii)
 - (B) clause 27.1(c)
 - (ii) clause 30.1(a) – Rostering
 - (iii) clause 31.4 – Break not given
 - (iv) clause 32 – Penalty Rates
 - (v) clause 33.3 – Overtime rates.
- 20. The contraventions identified in clauses 17 and 18 and 19 of this Undertaking do not include:

- (a) any contraventions which relate to or arise as a consequence of Lilyvale failing to correctly apply the FW Act or Award to any employee not listed in Schedule A or Schedule B or Schedule C to this Undertaking (**Non-schedule Employees**), or because of any failure by Lilyvale to correctly apply the FW Act or Award to the Schedule A Employees or Schedule B Employees or Schedule C Employees other than those set out in clauses 17 or 18 or 19 above. For the avoidance of doubt this Undertaking is not given in respect of any Non-schedule Employees who were underpaid as a result of Lilyvale failing to correctly apply the FW Act or the Award 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 have not yet occurred at the date that this Undertaking is offered by Lilyvale. 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 Lilyvale and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

UNDERTAKINGS

21. Lilyvale will take the actions set out at clauses 22 to 78 below.

Review and rectification of remaining underpayments

22. Within three (3) months of the Commencement Date, Lilyvale will pay:
- (a) each of the Schedule A Employees interest on the amount referred to in column B of Schedule A, in the sum referred to in column C of Schedule A; and
 - (b) each of the Schedule B Part 1 Employees interest on the amount referred to in column B in Part 1 of Schedule B, in the sum referred to in column C in Part 1 of Schedule B,
- calculated using an interest rate of 4.1% (being 4% above the cash rate last published by the Reserve Bank of Australia (**RBA**)).
23. Within four (4) months of the Commencement Date, Lilyvale will:
- (a) calculate the quantum of any outstanding underpayments to each of the Schedule C Employees under the Award during the Relevant Period (**Schedule C Underpayments**), together with any additional superannuation contributions to be paid; and

- (b) subject to clause 25, pay each of the Schedule C Employees to whom the Schedule C Underpayments relate:
 - (i) the underpayment amount owing to them;
 - (ii) any superannuation payments which may be required by law, by making payment to their chosen superannuation fund; and
 - (iii) interest on the underpayment amount owing in (i), calculated using an interest rate of 4.1% (being 4% above the cash rate last published by the RBA).
- 24. Within five (5) months of the Commencement Date, Lilyvale will provide the FWO evidence of all interest payments made to the Schedule A Employees, Schedule B Part 1 Employees, and all payments made to Schedule C Employees to rectify the underpayments described in clauses 22 and 23 above.
- 25. If any of the Schedule C Employees cannot be located within four (4) months of the Commencement Date, Lilyvale will pay the underpayment amounts (being the amounts in clause 23(b)(i) above) owing to those employees to the Commonwealth of Australia in accordance with section 559 of the FW Act within four (4) months of the Commencement Date. Lilyvale will complete the required documents supplied by the FWO for this purpose.
- 26. In the event that the FWO is able to locate and contact any Schedule B Part 2 Employees or Schedule C Employees who the Company could not locate and to whom underpayments are owed, the FWO will (in addition to its obligations under s 559 of the FW Act) notify Lilyvale in writing of the name and contact details of the current or former employee. Within 14 days of receiving any such notice Lilyvale will pay the current or former employee interest on the amount already paid by Lilyvale to the Commonwealth of Australia in respect of that employee, calculated from the date that the employee first became entitled to that amount until the date on which Lilyvale paid that amount to the Commonwealth of Australia under clause 14(a)(iii) and clause 25, using an interest rate of 4.1%.

Independent Audits

- 27. Lilyvale must, at its own cost, engage an appropriately qualified, experienced, external and independent accounting professional or employment law specialist (**Independent Auditor**) to conduct two audits of Lilyvale's compliance with the Award and the National Employment Standards under the FW Act (**NES**).
- 28. Lilyvale will notify the FWO of their proposed Independent Auditor by no later than nine

(9) months after the Commencement Date. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require Lilyvale 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 Lilyvale.

29. Lilyvale must ensure that each of the Audits conducted by the Independent Auditor includes:

- (a) an assessment of whether 15% of employees who either commenced employment, or whose role and function changed during the relevant pre-audit period in respect of their employment by Lilyvale, and who are covered by the Award (**Sampled Employees**), have been correctly remunerated by Lilyvale in accordance with the Award and the NES;
- (b) reviewing payments made to the Sampled Employees across two full pay periods;
- (c) unless the Independent Auditor and the FWO agree otherwise, direct contact with employees to whom the Award applies by way of site visits, to ensure accuracy of hours worked (or some other form of communication);
- (d) an assessment of whether Lilyvale's payroll and record keeping systems and processes are compliant with the FW Act in respect of employees to whom the Awards and the NES apply and, if not, setting out any issues to be remedied;
- (e) the production of written reports on each of the Audits setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO, and
- (f) written reports, as referred to in clause (e) above, that each contain the following statements 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 Lilyvale, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Lilyvale in preparing the report;
 - (iii) the report is provided in accordance with professional standards applicable to their role (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

30. Lilyvale must ensure the Independent Auditor commences the first of the Audits by no later than twelve (12) months after the Commencement Date (**First Audit**).
31. For the First Audit, the relevant pre-audit period to assess Sampled Employees is the 12 month period prior to the commencement of the First Audit.
32. The relevant audit period for the First Audit must be at least two full pay periods falling within the two months preceding the commencement of the First Audit.
33. By no later than one month prior to the commencement of the First Audit, Lilyvale will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
34. Lilyvale will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO within four months of the commencement of the First Audit, setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. Lilyvale will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Lilyvale without the FWO's approval.
35. Lilyvale 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 the FWO providing any comments on the draft report to the Independent Auditor. Lilyvale will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to Lilyvale without the FWO's approval.

The Second Audit

36. Lilyvale must ensure the Independent Auditor commences the second of the Audits by no later than 24 months after the Commencement Date (**Second Audit**).
37. For the Second Audit, the relevant pre-audit period to assess Sampled Employees is the 12 month period prior to the commencement of the Second Audit.
38. The relevant audit period for the Second Audit must be at least two full pay periods falling within the two months preceding the commencement of the Second Audit.
39. By no later than one month prior to the commencement of the Second Audit, Lilyvale will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
40. Lilyvale will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO within four months of the

commencement of the Second Audit, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. Lilyvale will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Lilyvale without the FWO's approval.

41. Lilyvale 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 the FWO providing any comments on the draft report to the Independent Auditor. Lilyvale will ensure the Independent Auditor does not provide the written report, or a copy of the same, to Lilyvale without the FWO's approval.

Outcome of Audits

42. If any of the Audits identify underpayments to any current or former employees, the FWO will notify Lilyvale and provide a copy of the relevant Audit report. Except where otherwise advised by the FWO following discussions between Lilyvale and the FWO following the provision of the Audit report, Lilyvale will conduct a reconciliation of the amounts paid to those employees during the relevant pre-audit period and rectify any underpayments that are identified. The reconciliation period for each identified employee will be from the start of the relevant pre-audit period to the end of the relevant audit period.
43. Lilyvale will provide to the FWO evidence of such rectification within two months of being informed by the FWO of the requirement to undertake the reconciliation.
44. If any former employees identified in the Audits as having underpayments owing to them cannot be located, Lilyvale will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act within 90 days of being informed by the FWO of the requirement to undertake the reconciliation. Lilyvale will complete the required documents supplied by the FWO for this purpose.
45. If any of the Audits identify non-compliance, and the FWO reasonably believes that employees not included in the Audits are also likely to have been underpaid, Lilyvale will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all their employees to whom modern award/s apply (or a particular cohort of employees within this group), as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Lilyvale.
46. If requested by the FWO, Lilyvale 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.

Notices – Internal and External

Apology to Employees

47. Within five (5) months of the Commencement Date, Lilyvale will send a letter of apology (**Apology Letter**) to all 264 persons listed in column A of Schedule A and column A of Schedule B and column A of Schedule C (**affected employees**) who have been underpaid by Lilyvale. The Apology Letter will be in the form of **Attachment A** to this Undertaking.
48. Lilyvale will provide evidence to the FWO that the Apology Letter has been sent to all affected employees within six (6) months of the Commencement Date.

Media Release

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

Workplace Notice

50. Within 28 days of the Commencement Date, Lilyvale will cause to be displayed within the Shangri-La Hotel a notice in the form of **Attachment B** to this Undertaking (**Workplace Notice**).
51. Lilyvale must ensure the Workplace Notice is:
- (a) at least A3 size;
 - (b) clearly displayed in locations within the Shangri-La Hotel Sydney (to be approved by the FWO) to which all employees have access (for example, by placement on staff noticeboards); and
 - (c) displayed for a period of 28 days.
52. Within seven (7) days of first displaying the Workplace Notice, Lilyvale will provide photographic evidence to the FWO of the display and location of the Workplace Notice in each of its worksites.
53. At the end of the 28 day period referred to in clause 51 above, Lilyvale will provide confirmation to the FWO that the Workplace Notice has been continuously displayed at each location for the required period.

Website Notice

54. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Lilyvale will place a notice at

<https://www.shangrilasydney.com.au/blogs/news> (**Website Notice**) with a banner linking to the Website Notice on the homepage of the website for the Shangri-La Hotel Sydney (<https://www.shangri-la.com/en/sydney/shangrila/>).

55. 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 28 days.
56. The banner linking to the Website notice must be in form set out at **Attachment C**.
57. Within seven (7) days of placing the Website Notice on its website, Lilyvale will provide to the FWO evidence of its placement.

Ensuring compliance with the Award and New Award

Ensuring compliance with annualised salary reconciliations

58. Within three (3) months of the Commencement Date, Lilyvale must review any reconciliation which it conducted in relation to any employee engaged on an annualised salary arrangement, to ensure compliance with:
- (a) clauses 27.1(b)(ii) or 27.1(c) of the Award, or
 - (b) clauses 24.6 or 24.12 of the *Hospitality Industry (General) Award 2020 (New Award)*,
- between 1 August 2019 and the Commencement Date (**Reconciliation Review**).
59. The Reconciliation Review must:
- (a) assess whether, in any reconciliation, Lilyvale allocated any above-award payment at an employee's contractual rate for:
 - (i) annual leave under section 90 of the FW Act;
 - (ii) personal or carer's leave under section 99 of the FW Act; or
 - (iii) absence on public holidays under section 116 of the FW Act,only towards the relevant entitlement, and not to satisfy any shortfall in an annualised salary arrangement under clauses 27.1(b)(ii) or 27.1(c) of the Award or clauses 24.6 or 24.12 of the New Award; and
 - (b) if Lilyvale identifies that it incorrectly allocated any such payment, pay any affected employee an amount equal to the difference between what they received and what

they would have received if the payment had been correctly allocated, together with any associated superannuation underpayments as required by law to the chosen superannuation fund of the employee.

60. Lilyvale must provide a written report on the outcome of the Reconciliation Review to the FWO within four (4) months of the Commencement Date.

61. From the Commencement Date, Lilyvale must, in any reconciliation which it conducts in relation to any employee engaged on an annualised salary arrangement to ensure compliance with clauses 24.6 or 24.12 of the New Award, allocate any above-award payment at an employee's contractual rate for:

- (a) annual leave under section 90 of the FW Act;
- (b) personal or carer's leave under section 99 of the FW Act; or
- (c) absence on public holidays under section 116 of the FW Act,

only towards the relevant entitlement, and not to satisfy any shortfall in an annualised salary arrangement under clauses 24.6 or 24.12 of the New Award.

Appointment of employee to monitor compliance with the New Award

62. Within three (3) months of the Commencement Date, Lilyvale will appoint a person to a dedicated position whose duties will include the requirement to monitor and ensure compliance with the New Award, including by undertaking periodic reviews to ensure compliance with those areas of previous non-compliance that have been previously identified. Lilyvale may either employ a new person to fill this position or may transfer an appropriately qualified existing employee to this position.

63. This person will be appointed for at least three (3) years.

64. Lilyvale will provide a copy of a report to the FWO, at least annually, which evidences such compliance.

Classification Review

65. Within six (6) months of the Commencement Date, Lilyvale will conduct a Classification Review of all employees currently classified in accordance with the Managerial Staff (Hotels) classification in the New Award (definition set out at clause A.2.9 of Schedule A of the New Award) (**Classification Review**).

66. Within seven (7) months of the Commencement Date, Lilyvale will provide an unredacted, original copy of the outcome of the Classification Review to the FWO.

67. If the Classification Review identifies any underpayments, Lilyvale will rectify all

underpayments within seven (7) months of the Commencement Date.

Workplace Relations Training

68. Within four (4) months of the Commencement Date, Lilyvale will ensure that all persons within Lilyvale who have responsibility for human resources, recruitment and payroll functions, or responsibility for on-site management, have completed suitable and up-to-date training on compliance with applicable workplace laws and instruments, including but not limited to the rights and responsibilities of employers under the FW Act and New Award (**Training**).
69. The Training must be conducted by a workplace trainer, and such person or organisation must be approved by the FWO and paid for by Lilyvale.
70. Lilyvale must:
- (a) provide the training materials to be used in the Training to the FWO no later than 14 days before the Training is to be conducted; and
 - (b) provide evidence of attendance at the Training to the FWO within seven (7) days of the Training being provided (including the name and position of all attendees and the date on which the training was attended).
71. During a period of two (2) years starting from the Commencement Date, Lilyvale must ensure that the Training is conducted in the manner prescribed in clauses 68 to 70 above in relation to any new or existing employees or contractors within Lilyvale who acquire responsibilities for any of the functions referred to in clause 68 above. The Training must be undertaken, and evidence provided to the FWO, within 90 days of the relevant employee or contractor taking on responsibility for the functions.

Offer to cease annualised salary arrangement

72. Lilyvale will offer all operational non-managerial employees who have an agreement under clause 24.2 of the New Award to be on an annualised salary (**Annualised Salary Employees**), the option to cease being remunerated under such an agreement and be remunerated on a weekly or hourly basis under clause 23.1.
73. Lilyvale will make this offer to Annualised Salary Employees at least once in every 12 month period and will not refuse any request made by an employee to cease an agreement under clause 24.2 of the New Award.

Contribution Payment

74. Lilyvale will make a contribution payment of \$90,000 to the Consolidated Revenue Fund within four (4) months of the Commencement Date.

75. Lilyvale will provide evidence to the FWO of the contrition payment within 14 days of making payment to the Consolidated Revenue Fund.

No Inconsistent Statements

76. Lilyvale must not, and must use its best endeavours to ensure that its officers, employees or agents do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

Extensions on times for completion

77. Lilyvale may request of the FWO an extension on a time specified for completion of an obligation under this Undertaking. The FWO will not unreasonably withhold agreement on a request for an extension of time.
78. Where a time specified for undertaking an obligation under this Undertaking is contingent on or follows from the time specified for the completion of another obligation under this Undertaking, and that time for completion has been extended by the FWO, the time specified for completion of the later obligation is correspondingly extended by the same period.

ACKNOWLEDGEMENTS

79. Lilyvale acknowledges that:
- (a) the FWO may;
 - (i) make this Undertaking (including any of the Attachments) available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;
 - (ii) release a copy of this Undertaking (including any of the Attachments) 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 Lilyvale set out in clauses 17 and 18 and 19 above in respect of decisions taken regarding enforcement action in the event that Lilyvale is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by

Lilyvale 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, Lilyvale may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if Lilyvale 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 Lilyvale in clause 17 and 18 and 19 above, and also in respect of the question of costs.

Executed as an undertaking

EXECUTED by Lilyvale in accordance with sections 127(1) and 127(3B) of the Corporations Act 2001:



(Signature of director)

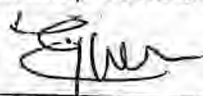
Lee Hui Yeow

(Name of director)

24 March 2022

(Date)

In the presence of:



(Signature of witness)

Tan Lee Nah

(Name of witness)



(Signature of director/company secretary)

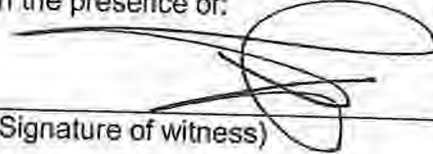
Michael Cottan

(Name of director/company secretary)

25/3/2022

(Date)

In the presence of:



(Signature of witness)

DAVIDE KRONBERG

(Name of witness)

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

MARK SWICKY - DEPUTY FAIR WORK
OMBUDSMAN - COMPLIANCE & ENFORCEMENT

[Insert name and role of Delegate]

31 March 2022

(Date)

Delegate for the FAIR WORK
OMBUDSMAN

In the presence of:



(Signature of witness)

CLETUS BROWN

(Name of Witness)

SCHEDULE A – BACK-PAYMENTS PAID AND IDENTIFIED FOR SEPTEMBER EMPLOYEES AS AT COMMENCEMENT DATE

Column A				Column B	Column C	Column D
No.	Lillyvale Employee No	Employee	Hospitality Industry (General) Award 2010 (or FW Act where specified)	Total underpayment	Interest	Total underpayment plus interest (excl super)
			Period	Clauses/section contravened	Underpayment	
				cl 27.1(d)	N/A	
				cl 27.1(e)	N/A	
				cl 30.1(a)	N/A	
				cl 27.1(b) or (c)		
				cl 32.1 (public holiday)		
				cl 33.3(a)		
				cl 33.3(b)		
				cl 31.4		
				cl 34.2		
				cl 27.1(d)	N/A	
				cl 27.1(e)	N/A	
				cl 30.1(a)	N/A	
				cl 27.1(b) or (c)		
				cl 32.1 (public holiday)		

				cl 33.3(a)				
				cl 33.3(b)				
				cl 31.4				
				cl 34.2				
				s 125(1) FW Act	N/A			
				cl 27.1(e)	N/A			
				cl 27.1(b) or (c)				
				cl 32.1 (Sunday)				
				cl 32.1 (public holiday)				
				cl 32.3(b)	\$20,259.33	\$20,259.33	\$1,766.08	\$22,025.41
				cl 33.3(a)				
				cl 31.4				
				cl 34.2				
				cl 27.1(d)	N/A			
				cl 27.1(e)	N/A			
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)				
				cl 32.1 (public holiday)				
				cl 33.3(a)	\$28,575.83	\$28,575.83	\$2,457.91	\$31,033.74
				cl 31.4				
				s 125(1) FW Act	N/A			

				cl 27.1(d)	N/A	\$23,638.72	\$2,570.97	\$26,209.69
				cl 27.1(e)	N/A			
				cl 27.1(b) or (c)	\$23,638.72			
				cl 32.1 (public holiday)				
				cl 33.3(a)				
				cl 31.4				
				cl 27.1(d)	N/A	\$17,046.61	\$837.66	\$17,884.27
				cl 27.1(e)	N/A			
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$17,046.61			
				cl 32.1 (public holiday)				
				cl 33.3(a)				
				cl 33.3(b)				
				cl 31.4				
				cl 27.1(d)	N/A	\$10,389.78	\$473.86	\$10,863.64
				cl 27.1(e)	N/A			
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,389.78			
				cl 32.1 (public holiday)				
				cl 33.3(a)				
				cl 31.4				

				s 125(1) FW Act	N/A			
				cl 27.1(d)	N/A			
				cl 27.1(e)	N/A			
				cl 27.1(b) or (c)				
				cl 32.1 (public holiday)				
				cl 33.3(a)	\$18,903.97	\$18,903.97	\$2,315.28	\$21,219.25
				cl 33.3(b)				
				cl 31.4				
				s 125(1) FW Act	N/A			
				cl 27.1(d)	N/A			
				cl 27.1(e)	N/A			
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)				
				cl 32.1 (public holiday)		\$22,233.95	\$1,747.73	\$23,981.68
				cl 33.3(a)	\$22,233.95			
				cl 33.3(b)				
				cl 31.4				

				cl 27.1(d)	N/A	\$11,376.34	\$1,200.47	\$12,576.81	
				cl 27.1(e)	N/A				
				cl 27.1(b) or (c)	\$11,376.34				
				cl 32.1 (Sunday)					
				cl 32.1 (public holiday)					
				cl 33.3(a)					
				cl 33.3(b)					\$11,376.34
				cl 31.4					
				cl 27.1(e)		N/A	\$20,664.92	\$2,227.12	\$22,892.04
				cl 30.1(a)		N/A			
				cl 27.1(b) or (c)	\$20,664.92				
				cl 32.1 (public holiday)					
				cl 33.3(a)					
				cl 31.4					
				cl 34.2		\$20,664.92			
				s 125(1) FW Act					
				cl 27.1(e)		N/A	\$19,536.16	\$1,447.57	\$20,983.73
				cl 27.1(b) or (c)		\$19,536.16			
				cl 32.1 (public holiday)					
				cl 33.3(a)					
				cl 33.3(b)					

				cl 31.4				
				cl 34.2				
				cl 27.1(d)	N/A			
				cl 27.1(e)	N/A			
				cl 27.1(b) or (c)				
				cl 32.1 (public holiday)	\$16,128.60	\$16,128.60	\$1,258.36	\$17,386.96
				cl 33.3(a)				
				cl 31.4				
				s 125(1) FW Act	N/A			
				cl 27.1(e)	N/A			
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)				
				cl 33.3(a)		\$28,980.09	\$3,071.11	\$32,051.20
				cl 33.3(b)	\$28,980.09			
				cl 31.4				
				cl 34.2				
TOTAL SCHEDULE A						\$305,879.49	\$29,938.14	\$334,817.63

SCHEDULE B – BACK-PAYMENTS PAID AND IDENTIFIED FOR OTHER EMPLOYEES AS AT COMMENCEMENT DATE

Column A			Column B			Column C	Column D	
No	Company Employee No	Employee	Hospitality Industry (General) Award 2010 (or FW Act where specified)		Total underpayment	Interest	Total underpayment (excl super)	
			Period	Clauses/section contravened	Underpayment			
Part 1								
				cl 27.1(b) or (c)	\$913.89	\$913.89	\$276.97	\$1,190.86
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,323.76	\$6,323.76	\$340.25	\$6,664.01
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$8,463.40	\$8,463.40	\$901.25	\$9,364.65
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,444.62	\$4,444.62	\$585.13	\$5,029.75
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$49,245.11	\$49,245.11	\$7,257.53	\$56,502.65
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$30,047.45	\$30,047.45	\$4,649.46	\$34,696.92
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$6,343.07	\$6,343.07	\$488.78	\$6,831.85
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$38,217.66	\$38,217.66	\$7,745.16	\$45,962.82
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$83,038.03	\$83,038.03	\$12,035.74	\$95,073.78
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,295.67	\$5,295.67	\$859.87	\$6,155.54
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$390.62	\$390.62	\$114.83	\$505.45
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$20,876.24	\$20,876.24	\$1,098.63	\$21,974.87
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,668.18	\$14,668.18	\$2,828.06	\$17,496.24
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,109.19	\$6,109.19	\$313.01	\$6,422.20
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$3,435.95	\$3,435.95	\$685.46	\$4,121.41
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,450.49	\$10,450.49	\$1,105.80	\$11,556.29
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,898.63	\$6,898.63	\$291.37	\$7,190.00
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,076.19	\$4,076.19	\$949.17	\$5,025.36
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$5,081.00	\$5,081.00	\$1,660.29	\$6,741.29
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$45,891.81	\$45,891.81	\$5,220.09	\$51,111.90
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,555.43	\$2,555.43	\$227.63	\$2,783.06
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$15,520.12	\$15,520.12	\$2,515.66	\$18,035.78
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,058.73	\$1,058.73	\$48.16	\$1,106.89
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$628.01	\$628.01	\$166.62	\$794.63
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$56,990.32	\$56,990.32	\$11,220.94	\$68,211.26
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$11,063.84	\$11,063.84	\$1,451.58	\$12,515.42
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$19,887.28	\$19,887.28	\$1,548.54	\$21,435.82
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,074.00	\$5,074.00	\$658.29	\$5,732.29
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,427.30	\$4,427.30	\$1,184.48	\$5,611.78
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$29,322.97	\$29,322.97	\$2,667.95	\$31,990.92
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$12,139.05	\$12,139.05	\$2,477.60	\$14,616.65
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$9,695.06	\$9,695.06	\$1,882.94	\$11,578.00
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$730.53	\$730.53	\$30.94	\$761.47
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,556.66	\$7,556.66	\$573.81	\$8,130.47
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$16.52	\$16.52	\$2.11	\$18.63
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,440.07	\$5,440.07	\$859.17	\$6,299.24
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,611.52	\$14,611.52	\$4,355.50	\$18,967.02
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$26,736.25	\$26,736.25	\$5,080.51	\$31,816.76
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$374.70	\$374.70	\$106.82	\$481.52
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,735.13	\$5,735.13	\$1,531.21	\$7,266.34
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$8,227.13	\$8,227.13	\$1,024.87	\$9,252.00
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,354.88	\$1,354.88	\$90.10	\$1,444.98
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$961.43	\$961.43	\$266.53	\$1,227.96
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,937.84	\$4,937.84	\$585.72	\$5,523.56
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$11,951.39	\$11,951.39	\$2,835.75	\$14,787.14
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$26,341.10	\$26,341.10	\$6,249.12	\$32,590.22
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$5,515.93	\$5,515.93	\$1,571.92	\$7,087.85
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,549.61	\$2,549.61	\$388.35	\$2,937.96
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,700.19	\$14,700.19	\$1,436.59	\$16,136.78
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,617.11	\$14,617.11	\$3,579.34	\$18,196.45
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$38,659.65	\$38,659.65	\$8,180.34	\$46,839.99
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$39,974.05	\$39,974.05	\$6,919.15	\$46,893.20
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$98,659.52	\$98,659.52	\$17,630.83	\$116,290.35
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$9,910.16	\$9,910.16	\$1,887.48	\$11,797.64
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$6,958.01	\$6,958.01	\$904.29	\$7,862.30
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$17,415.33	\$17,415.33	\$4,340.30	\$21,755.63
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,908.31	\$7,908.31	\$952.75	\$8,861.06
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$796.48	\$796.48	\$64.06	\$860.54
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$4,193.75	\$4,193.75	\$1,105.15	\$5,298.90
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$38,552.98	\$38,552.98	\$5,283.34	\$43,836.32
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$21,235.61	\$21,235.61	\$2,018.18	\$23,253.79
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,770.46	\$1,770.46	\$516.27	\$2,286.73
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$10,837.58	\$10,837.58	\$569.73	\$11,407.31
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,365.31	\$1,365.31	\$256.42	\$1,621.73
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$26,569.31	\$26,569.31	\$1,624.44	\$28,193.75
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$12,165.75	\$12,165.75	\$930.63	\$13,096.38
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$8,965.38	\$8,965.38	\$1,195.39	\$10,160.77
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,504.46	\$5,504.46	\$1,327.51	\$6,831.97
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,425.91	\$5,425.91	\$482.10	\$5,908.01
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,594.49	\$1,594.49	\$314.33	\$1,908.82
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$485.47	\$485.47	\$100.01	\$585.48
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$8,651.43	\$8,651.43	\$657.91	\$9,309.34
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$15,635.27	\$15,635.27	\$2,886.43	\$18,521.70
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$751.15	\$751.15	\$183.01	\$934.16
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$9,214.07	\$9,214.07	\$2,189.04	\$11,403.11
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,229.86	\$4,229.86	\$620.53	\$4,850.39
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,763.18	\$4,763.18	\$1,163.72	\$5,926.90
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,414.05	\$2,414.05	\$248.66	\$2,662.71
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$43,351.86	\$43,351.86	\$3,952.81	\$47,304.67
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$794.53	\$794.53	\$234.63	\$1,029.16
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$9,237.00	\$9,237.00	\$330.99	\$9,567.99
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,568.97	\$10,568.97	\$1,966.00	\$12,534.97
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$2,624.48	\$2,624.48	\$179.83	\$2,804.31
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$3,409.46	\$3,409.46	\$230.17	\$3,639.63
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$8,534.42	\$8,534.42	\$399.76	\$8,934.18
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,422.66	\$2,422.66	\$110.76	\$2,533.42
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$4,878.71	\$4,878.71	\$219.76	\$5,098.47
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$19,856.25	\$19,856.25	\$764.48	\$20,620.73
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$15,936.24	\$15,936.24	\$2,710.21	\$18,646.45
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$22,351.60	\$22,351.60	\$3,055.98	\$25,407.58
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$13,290.88	\$13,290.88	\$2,987.39	\$16,278.27
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,220.28	\$1,220.28	\$245.63	\$1,465.91
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,215.10	\$6,215.10	\$629.02	\$6,844.12
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,338.58	\$2,338.58	\$458.92	\$2,797.50
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$14,741.05	\$14,741.05	\$2,012.34	\$16,753.39
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$25,136.80	\$25,136.80	\$2,802.36	\$27,939.16
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$8,310.20	\$8,310.20	\$1,202.32	\$9,512.52
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,217.89	\$2,217.89	\$658.21	\$2,876.10
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,798.44	\$1,798.44	\$510.70	\$2,309.14
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,276.18	\$6,276.18	\$715.26	\$6,991.44
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,617.65	\$5,617.65	\$365.99	\$5,983.64
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$8,679.42	\$8,679.42	\$1,397.35	\$10,066.77
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$3,573.24	\$3,573.24	\$634.58	\$4,207.82
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$12,424.57	\$12,424.57	\$1,841.63	\$14,266.20
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,936.84	\$7,936.84	\$483.21	\$8,420.05
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,078.03	\$14,078.03	\$3,411.01	\$17,489.04
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$19,287.92	\$19,287.92	\$1,299.95	\$20,587.87
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$13,358.68	\$13,358.68	\$3,005.24	\$16,363.92
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$18,818.57	\$18,818.57	\$4,404.66	\$23,223.23
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,081.08	\$6,081.08	\$1,587.48	\$7,668.56
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,221.91	\$1,221.91	\$224.00	\$1,445.91
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,044.96	\$1,044.96	\$243.44	\$1,288.40
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$8,649.36	\$8,649.36	\$2,260.85	\$10,910.21
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,628.80	\$5,628.80	\$1,361.29	\$6,990.09
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$31,008.03	\$31,008.03	\$5,672.64	\$36,680.67
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,803.59	\$5,803.59	\$912.02	\$6,715.61
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$24,193.97	\$24,193.97	\$2,998.76	\$27,192.73
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$27,359.05	\$27,359.05	\$6,463.34	\$33,822.39
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$9,924.22	\$9,924.22	\$2,017.74	\$11,941.96
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$21,594.87	\$21,594.87	\$3,588.42	\$25,183.29
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$55,722.71	\$55,722.71	\$8,380.98	\$64,103.69
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,760.57	\$10,760.57	\$1,815.50	\$12,576.07
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,147.84	\$1,147.84	\$273.47	\$1,421.31
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$11,977.90	\$11,977.90	\$513.97	\$12,491.87
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$16,396.35	\$16,396.35	\$927.57	\$17,323.92
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$3,002.40	\$3,002.40	\$456.98	\$3,459.38
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$6,416.37	\$6,416.37	\$1,798.46	\$8,214.83
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,517.96	\$1,517.96	\$277.59	\$1,795.55
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,754.56	\$5,754.56	\$449.90	\$6,204.46
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,647.06	\$14,647.06	\$855.55	\$15,502.61
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$2,030.74	\$2,030.74	\$88.56	\$2,119.30
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$104,470.91	\$104,470.91	\$19,073.54	\$123,544.45
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$12,440.41	\$12,440.41	\$2,386.79	\$14,827.20
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,852.16	\$1,852.16	\$108.60	\$1,960.77
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$31,770.81	\$31,770.81	\$5,803.80	\$37,574.61
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,491.00	\$7,491.00	\$1,326.13	\$8,817.13
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,200.77	\$4,200.77	\$294.45	\$4,495.22
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$23,423.68	\$23,423.68	\$1,626.81	\$25,050.49
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$6,851.42	\$6,851.42	\$278.60	\$7,130.02
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$535.03	\$535.03	\$22.66	\$557.69
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$9,700.55	\$9,700.55	\$1,380.01	\$11,080.56
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,372.96	\$7,372.96	\$2,124.32	\$9,497.28
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$6,409.15	\$6,409.15	\$243.34	\$6,652.49
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,990.00	\$10,990.00	\$746.87	\$11,736.87
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$50,123.47	\$50,123.47	\$7,881.16	\$58,004.63
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,741.41	\$4,741.41	\$854.29	\$5,595.70
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,240.92	\$1,240.92	\$47.39	\$1,288.31
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,347.96	\$10,347.96	\$2,096.92	\$12,444.88
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,568.43	\$4,568.43	\$931.40	\$5,499.83
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,788.89	\$2,788.89	\$607.12	\$3,396.01
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,748.22	\$1,748.22	\$274.73	\$2,022.95
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$29,817.63	\$29,817.63	\$3,618.90	\$33,436.53
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,870.61	\$1,870.61	\$513.64	\$2,384.25
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$547.38	\$547.38	\$68.68	\$616.06
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$4,668.44	\$4,668.44	\$265.35	\$4,933.79
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$9,466.25	\$9,466.25	\$845.35	\$10,311.60
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$38,579.71	\$38,579.71	\$5,760.55	\$44,340.28
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$21,705.37	\$21,705.37	\$3,719.78	\$25,425.15
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$4,855.62	\$4,855.62	\$1,076.67	\$5,932.29
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,229.82	\$2,229.82	\$411.28	\$2,641.10
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,638.17	\$2,638.17	\$147.87	\$2,786.04
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,968.83	\$2,968.83	\$645.63	\$3,614.46
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,118.75	\$1,118.75	\$400.00	\$1,518.75
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$626.06	\$626.06	\$77.57	\$703.63
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$5,088.43	\$5,088.43	\$211.48	\$5,299.91
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$20,735.39	\$20,735.39	\$2,776.75	\$23,512.14
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$44,627.10	\$44,627.10	\$5,803.49	\$50,430.59
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$133.33	\$133.33	\$3.73	\$137.06
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,362.49	\$6,362.49	\$303.74	\$6,666.23
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$13,778.35	\$13,778.35	\$2,751.82	\$16,530.17
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$5,153.49	\$5,153.49	\$1,038.55	\$6,192.04
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,069.90	\$6,069.90	\$649.10	\$6,719.00
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$10,379.58	\$10,379.58	\$789.72	\$11,169.29
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$600.40	\$600.40	\$176.70	\$777.10
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$1,908.27	\$1,908.27	\$494.09	\$2,402.36
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$3,635.34	\$3,635.34	\$1,103.91	\$4,739.25
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,579.39	\$4,579.39	\$800.43	\$5,379.82
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$320.71	\$320.71	\$79.47	\$400.18
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
Subtotal Schedule B Part 1						\$2,224,241.80	\$339,600.44	\$2,563,842.29

Part 2									
				cl 27.1(b) or (c)	\$5,289.00	\$5,289.00	\$1,560.12	\$6,849.12	
				cl 32					
				cl 33					
				cl 31.4					
				cl 30.1(a)	N/A				
				cl 27.1(b) or (c)	\$7,547.02	\$7,547.02	\$1,199.56	\$8,746.58	
				cl 32					
				cl 33					
				cl 31.4					
				cl 30.1(a)	N/A				
				cl 27.1(b) or (c)	\$2,971.13	\$2,971.13	\$1,050.96	\$4,022.09	
				cl 32					
				cl 33					
				cl 31.4					
				cl 30.1(a)	N/A				

				cl 27.1(b) or (c)	\$5,394.92	\$5,394.92	\$1,838.01	\$7,232.93
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$3,731.61	\$3,731.61	\$687.85	\$4,419.46
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$16,097.21	\$16,097.21	\$3,644.43	\$19,741.64
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$12,339.61	\$12,339.61	\$3,142.27	\$15,481.88
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$7,192.72	\$7,192.72	\$2,514.43	\$9,707.15
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$14,600.99	\$14,600.99	\$4,374.96	\$18,975.95
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$6,505.23	\$6,505.23	\$1,980.99	\$8,486.22
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,654.21	\$2,654.21	\$433.20	\$3,087.41
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$11,198.79	\$11,198.79	\$3,102.10	\$14,300.89
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$4,962.89	\$4,962.89	\$1,345.19	\$6,308.08
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,391.30	\$7,391.30	\$2,383.66	\$9,774.96
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$7,469.47	\$7,469.47	\$1,558.67	\$9,028.14
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$9,994.07	\$9,994.07	\$3,236.52	\$13,230.59
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$15,708.75	\$15,708.75	\$3,979.05	\$19,687.80
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$2,414.29	\$2,414.29	\$811.14	\$3,225.43
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
				cl 27.1(b) or (c)	\$1,068.48	\$1,068.48	\$213.16	\$1,281.64
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			

				cl 27.1(b) or (c)	\$12,154.45	\$12,154.45	\$2,817.97	\$14,972.42
				cl 32				
				cl 33				
				cl 31.4				
				cl 30.1(a)	N/A			
Subtotal Schedule B Part 2						\$156,686.14	\$41,874.24	\$198,560.38
TOTAL SCHEDULE B						\$2,350,927.94	\$381,474.68	\$2,732,402.62

SCHEDULE C – EMPLOYEES WITH BACK-PAYMENTS STILL TO BE CALCULATED & MADE AT COMMENCEMENT DATE

[illegible]

[illegible]

[illegible]

Attachment A – Letter of Apology

FORM OF APOLOGY LETTER TO AFFECTED EMPLOYEES

<Date>

<Employee Name>

<Employee Address>

Dear <Employee Name>

I refer to previous correspondence to you about a shortfall in your pay. I am writing to you again to apologise on behalf of Lilyvale Hotel Pty Ltd trading as Shangri-La Hotel Sydney (**Lilyvale**) for non-compliance with Commonwealth workplace relations laws and to inform you that further monies owed to you have been identified.

Lilyvale has formally admitted to the Fair Work Ombudsman (**FWO**) that it contravened the *Fair Work Act 2009* (Cth) (**FW Act**) by failing to correctly apply provisions of the FW Act and the *Hospitality Industry (General) Award 2010* to a number of employees on annualised salary arrangements.

As you know, regrettably, you were affected by these contraventions.

Lilyvale has taken steps to remedy the contraventions. A further review of Lilyvale's salary arrangements has determined that you are owed an additional amount, being [modify as appropriate]:

\$(insert amount) in respect of minimum entitlements;

\$(insert amounts) in respect of superannuation;

\$(insert amount) in respect of interest; and

[delete if not applicable] an additional one off payment of [insert].

You will/have receive/d a payment of \$(insert amount) (gross). You have been/will be provided with a payment advice regarding the payment. This payment is in addition to the amount previously paid to you on [insert date].

Lilyvale has formally admitted to the FWO that Lilyvale did not comply with its obligations under Commonwealth workplace relations laws and have entered into an Enforceable Undertaking with the FWO, a copy of which will be available at www.fairwork.gov.au.

As part of the Enforceable Undertaking, we have committed to a number of measures to ensure future compliance with Commonwealth workplace relations laws.

Lilyvale expresses its sincere regret and again apologises to you for failing to comply with our lawful obligations.

Should you have any questions or concerns about this or any other employment matter please contact our HR team on <insert HR team contact email address and telephone number>.

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94

Yours sincerely

Philippe Kronberg
General Manager
Shangri-La Sydney

Encl

Attachment B – Form of Website and Workplace Notice

On 31 August 2020, Lilyvale formally admitted to the Fair Work Ombudsman (**FWO**) that contraventions of the *Fair Work Act 2009* (Cth) (**FW Act**) and *Hospitality Industry (General) Award 2010* (**Award**) had occurred and consequently a number of employees on annualised salary arrangements had been underpaid.

Lilyvale has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws.

Lilyvale will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance with the FW Act, the Award and the *Hospitality Industry (General) Award 2020*.

Lilyvale expresses its sincerest regrets and apologises for these contraventions.

If you worked for Lilyvale during the period 31 July 2013 to 31 July 2019 and have queries or questions relating to your employment, please contact Lilyvale directly on <insert contact number or email address>.

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Attachment C – Form of Banner linking to Website Notice

["Shangri-La has entered into an Enforceable Undertaking with the Fair Work Ombudsman to ensure its ongoing compliance with Commonwealth workplace laws. Learn more about our commitment".]