

## ENFORCEABLE UNDERTAKING

This undertaking is **given** by Brownport Almonds Pty Ltd 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 8 and 9 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 Brownport Almonds Pty Ltd (**Brownport**), ABN 70 140 163 257, Unit 7, 435 Williamstown Road, Port Melbourne, Victoria, 3207.

### COMMENCEMENT

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

### BACKGROUND

3. Brownport is an Australian private company that is an almond producer in Hattah, Victoria. Brownport commenced operating in 2009 and produces almonds under the 'Bright Light' brand. Brownport employs approximately 18 full-time employees and 7 casual employees as of 20 August 2023.

Brownport Almonds Pty Ltd EU Redacted
4. In May 2021, the FWO initiated an investigation into Brownport's compliance with the *Horticulture Award 2010* (**2010 Award**) and the *Horticulture Award 2020* (**2020 Award**).
5. On 1 February 2023, Brownport notified the FWO that it had undertaken a wage audit for the period 1 July 2016 to 2 May 2021 (the **Relevant Period**) and determined that it had underpaid 197 current and former employees \$497,095.54 in wages owed plus \$4,415.66 in superannuation (the **Review**). The underpayments related to the following entitlements under the 2010 and 2020 Awards:
  - (a) casual minimum wage entitlements;
  - (b) full-time and part-time Monday to Saturday overtime entitlements;
  - (c) full-time and part-time public holiday penalty rate entitlements;
  - (d) 15% casual penalty entitlement;
  - (e) casual overtime rate entitlement;

- (f) casual public holiday penalty rate entitlements; and
  - (g) shiftworker afternoon and night penalty entitlements.
6. On 24 August 2023, Brownport informed the FWO it had remediated \$440,950.28 to the affected employees. This sum comprised of \$438,682.68 in wages and \$2,267.60 in superannuation paid to 120 current and former employees. \$60,560.87 remained outstanding, comprising \$58,412.86 in wages and \$2,148.05 in superannuation, due to 77 employees.
7. Prior to the execution of this Undertaking, Brownport notified the FWO that it had:
- (a) calculated the amount of the underpayment to each employee listed in Column A of the Schedule to this Undertaking (**Schedule Employees**) to be the amount listed in Column B of the Schedule (**Underpayments**);
  - (b) calculated the superannuation owing to each Schedule Employee to be the amount listed in Column C of the Schedule (**Superannuation Underpayments**); and
  - (c) commenced rectification of the Underpayments by paying each of the Schedule Employees marked with an "X" in Column D of the Schedule the Underpayment and the Superannuation Underpayment (to the employee's nominated superannuation fund).

#### **ADMISSIONS**

8. The FWO has a reasonable belief, and Brownport admits, that Brownport contravened section 45 of the FW Act:
- (a) between 1 July 2016 and 15 November 2020 (**Relevant Period 1**), in relation to each Schedule Employee marked with "Period 1" in Column E to the Schedule, the following clauses of the 2010 Award:
    - Casual Minimum Wage entitlements**
    - (i) Clause 10.4(b) (all of Relevant Period 1);
    - Full-time and Part-time Monday to Saturday Overtime entitlements**
    - (ii) Clause 24.2(a) (from 1 July 2016 to 29 February 2020);

- (iii) Clause 25.2(a) (from 1 March 2020 to 15 November 2020);

**Full-time and Part-time Public Holiday Penalty rate entitlements**

- (iv) Clause 28.3 (from 1 July 2016 to 29 February 2020);
- (v) Clause 29.3 (from 1 March 2020 to 15 November 2020);

**15% Shiftworker Afternoon and Night Shift Penalty entitlements**

- (vi) Clause 22.2(d) (from 1 July 2016 to 14 April 2019);

**15% Casual Night Shift Penalty entitlements (from 15 April 2019 onwards)**

- (vii) Clause 22.2(d) (from 15 April 2019 to 29 February 2020);
- (viii) Clause 23.2(d) (from 1 March 2020 to 15 November 2020);

**15% Shiftworker Afternoon and Night Penalty entitlements (from 15 April 2019 onwards)**

- (ix) Clause 22.3(d) (from 15 April 2019 to 29 February 2020);
- (x) Clause 23.3(d) (from 1 March 2020 to 15 November 2020);

**Casual Overtime rate entitlement**

- (xi) Clause 24.2 (from 1 July 2016 to 14 April 2019);
- (xii) Clause 24.3 (from 15 April 2019 to 11 February 2020);
- (xiii) Clause 25.3 (from 12 February 2020 to 15 November 2020);

**Casual Public Holiday Penalty entitlements**

- (xiv) Clause 28.3 (from 1 July 2016 to 14 April 2019);
- (xv) Clause 28.4 (from 15 April 2019 to 29 February 2020);
- (xvi) Clause 29.4 (from 1 March 2020 to 15 November 2020).

- (b) between 16 November 2020 and 2 May 2021 (**Relevant Period 2**), in relation to each Schedule Employee marked with "Period 2" in Column E to the Schedule, the following clauses of the 2020 Award:

**Casual Minimum Wage entitlements**

- (i) Clause 11.3(a)(ii);

**Full-time / Part-time Monday to Saturday Overtime entitlements**

- (ii) Clause 21.3(a);

**Full-time / Part-time Public Holiday Penalty rate entitlements**

- (iii) Clause 27.3;

**15% Casual night work penalty entitlement**

- (iv) Clause 13.2(d);

**Casual Overtime rate entitlement**

- (v) Clause 21.4;

**Casual Public Holiday Penalty entitlements**

- (vi) Clause 27.4;

**Shiftworker Afternoon and Night penalty entitlements**

- (vii) Clause 13.3(d).

9. The FWO also has a reasonable belief, and Brownport admits, that Brownport contravened section 535 of the FW Act between 1 July 2016 and 2 May 2021 by failing to make and keep employee records of overtime hours as required by regulation 3.34 of the *Fair Work Regulations 2009* (Cth) (**FW Regulations**) in respect of each of the Schedule Employees.
10. The contraventions identified in clause 8 and 9 of this Undertaking do not include:
- (a) any contraventions which relate to or arise as a consequence of Brownport failing to correctly apply the 2010 Award or 2020 Award to any employee not listed in the Schedule to this undertaking (**Non-schedule Employees**). For the avoidance of doubt, this Undertaking is not given in respect of any Non-schedule Employees who were underpaid as a result of Brownport failing to correctly apply the 2010 Award or the 2020 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 Brownport (whether or not those contraventions are identified in the Independent Assessment described at clause 16 below or the Independent Audits described at clause 22 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 Brownport and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any such contravention.

## **UNDERTAKINGS**

11. Brownport will take the actions set out at clauses 12 to 45 below.

### **Rectification of underpayments**

12. Within 120 days of the commencement of this Undertaking, Brownport will:
- (a) pay each of the Schedule Employees to whom the Underpayments relate:
    - (i) any outstanding Underpayment amount owing to them, including interest of 6.1%; and
    - (ii) any outstanding Superannuation Underpayment, by making payment to their chosen superannuation fund.
13. Within 134 days from the commencement of this Undertaking, Brownport will provide the FWO evidence of all payments made to the Schedule Employees to rectify the Underpayments.
14. If any of the Schedule Employees to whom Underpayments are owed cannot be located within 160 days of the commencement of this Undertaking, Brownport will pay the Underpayment amounts owing to those employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. Brownport will complete the required documents supplied by the FWO for this purpose.
15. In the event that the FWO is able to locate and contact any former Brownport employees to whom Underpayments are owed, the FWO will (in addition to its obligations under s 559 of the FW Act) notify Brownport in writing of the name and contact details of the former employee. Within 14 days of receiving any such notice Brownport will pay to the former employee's nominated superannuation fund the Superannuation Underpayment for that employee and interest of 6.1% calculated on

any outstanding Underpayment owed to them.

#### **Review of underpayments**

16. Brownport must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Expert**), approved in writing by the FWO under clause 17 to conduct an independent assessment of the Review described at clause 5 above (**Independent Assessment**). Brownport must engage the Independent Expert within one month of the FWO giving its approval pursuant to clause 17.
17. By no later than 30 November 2023, Brownport must notify the FWO of their proposed Independent Expert and ensure that they are:
  - (a) an accounting professional (Certified Practising Accountant, Chartered Accountant);
  - (b) an auditor (Registered Company Auditor within an Authorised Audit Company);  
or
  - (c) a lawyer (admitted, practising lawyer and employment law specialist).

The FWO may in its sole discretion approve the Independent Expert or otherwise require Brownport to propose other Independent Experts until the FWO has approved in writing an Independent Expert. The Independent Expert must be approved by the FWO in writing prior to being engaged by Brownport.

18. Brownport must ensure the Independent Assessment commences:
  - (a) two weeks after the engagement of the Independent Expert pursuant to clause 17 and that the Independent Expert assesses whether:
    - (i) the underpayments identified by the Review were correctly calculated for the Schedule Employees, as well as calculating any incorrect calculations;  
and
    - (ii) any issues with the methodology used, and whether the calculations include any unlawful deduction or reconciling of overpayments.
19. Brownport must ensure that the Independent Expert provides a report (**Expert Report**)

of its Independent Assessment directly to the FWO, and for the benefit of the FWO, setting out its findings, and the facts and circumstances supporting its findings, within five months of the commencement of the Independent Assessment pursuant to clause 18.

20. If the Independent Assessment identifies that any Schedule Employees are owed additional amounts, Brownport will pay those additional amounts to the current and former employees and provide evidence of such payment to the FWO within twelve weeks of receiving the Expert Report.
21. If any of the Schedule Employees identified in the Expert Report as being owed amounts additional to the Underpayments calculated by Brownport are former employees who cannot be located and paid within twelve weeks of receiving the Auditor Report from the FWO, then Brownport will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Brownport will complete the required documents supplied by the FWO for this purpose.

#### **Independent Audits**

22. Brownport 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 Brownport's compliance with the FW Act and FW Regulations, in relation to the 2020 Award, and any future workplace instruments that replace or apply instead of the 2020 Award (**Audits**). For clarity, the Independent Auditor does not need to be the same official or company engaged pursuant to clause 16.
23. Brownport will notify the FWO of its proposed Independent Auditor by no later than 60 days of the execution of this Undertaking. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require Brownport 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 Brownport.
24. Brownport must ensure that each of the Audits conducted by the Independent Auditor includes:



- (a) an assessment of 15% of all employees to whom the 2020 Award applies, across a range of classifications and employment types (full time, part time and casual employment), during the relevant audit period (**Sampled Employees**) in respect of their employment by Brownport;
- (b) an assessment of whether the Sampled Employees have been correctly classified by Brownport;
- (c) 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 2020 Award (or replacement instruments);
- (d) an assessment of Brownport's compliance with pay slip and record keeping requirements under the FW Act and FW Regulations in relation to the Sampled Employees;
- (e) direct contact with Sample Employees by way of a site visit to Brownport's main place of business;
- (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 Brownport, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Brownport 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

25. Brownport must ensure the Independent Auditor commences the first of the Audits by no later than 3 June 2024 (**First Audit**).
26. The relevant audit period for the First Audit must be at least two full consecutive pay periods falling within the period 1 November 2023 to 11 January 2024.
27. By 9 April 2024, Brownport will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
28. Brownport will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO by 23 August 2024, setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. Brownport will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Brownport without the FWO's approval.
29. Brownport 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. Brownport will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to Brownport without the FWO's approval.

### The Second Audit

30. Brownport must ensure the Independent Auditor commences the second of the Audits by no later than 21 February 2025 (**Second Audit**).
31. The relevant audit period for the Second Audit must be at least two full pay periods falling within the period 1 November 2024 to 11 January 2025.
32. By 15 January 2025, Brownport will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
33. Brownport will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 16 May 2025, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. Brownport will ensure the Independent Auditor does not provide

the draft written report, or a copy of the same, to Brownport without the FWO's approval.

34. Brownport 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. Brownport will ensure the Independent Auditor does not provide the written report, or a copy of the same, to Brownport without the FWO's approval.

#### **Outcome of Audits**

35. If any of the Audits identify underpayments to any current or former employees, Brownport 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.
36. Brownport 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.
37. 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, Brownport will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Brownport will complete the required documents supplied by the FWO for this purpose.
38. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in the Audits are also likely to have been underpaid, Brownport will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all its employees to whom the 2010 or 2020 Award (or replacement instrument) applies (or a particular cohort of employees within this group), as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Brownport.

39. If requested by the FWO, Brownport will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 7 days of such a request.

#### **Notices**

##### Media Release

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

##### Notification Letter

41. Within 28 days of the FWO's media release being published, Brownport will send a notification letter in the form of Attachment A to the last known address or email address of all affected employees.
42. Brownport will provide evidence to the FWO that the Notification Letter has been sent to all affected employees within 56 days of FWO's media release being published.

#### **Contribution Payment**

43. Brownport will, within 120 days of the Commencement Date, make a contribution payment of \$50,000 to the Consolidated Revenue Fund.
44. Brownport will provide evidence to the FWO of any contribution payment within 14 days of making payment to the Consolidated Revenue Fund.

#### **No Inconsistent Statements**

45. Brownport 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.

#### **ACKNOWLEDGEMENTS**

46. Brownport 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 Brownport set out in clauses 8 and 9 above in respect of decisions taken regarding enforcement action in the event that Brownport is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Brownport 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, Brownport may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if Brownport 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 Brownport in clauses 8 and 9 above, and also in respect of the question of costs.

**Executed as an undertaking**

EXECUTED by Brownport Almonds Pty Ltd ABN 70 140 163 257 in accordance with section 127(1) of the *Corporations Act 2001*:



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

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

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

HIN BIAN TAN  
\_\_\_\_\_  
(Name of director/company secretary)

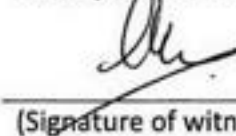
\_\_\_\_\_  
(Date)

21/09/2023  
\_\_\_\_\_  
(Date)

in the presence of:

in the presence of:

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

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

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

CHEEN HUE AU  
\_\_\_\_\_  
(Name of witness)

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



\_\_\_\_\_  
Mark Scully

26 September 2023

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

Delegate for THE FAIR WORK  
OMBUDSMAN

in the presence of:

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

STEVEN RONSON  
\_\_\_\_\_  
(Name of Witness)

SCHEDULE

	Column A	Column B	Column C	Column D
No	Employee	Total underpayment of wages	Superannuation	Whether rectified
1		\$70.33	\$6.68	
2		\$6.63	\$0.63	
3		\$12.38	\$1.18	
4		\$439.59	\$41.76	
5		\$1,285.44	\$35.52	X
6		\$27.95	\$2.66	X
7		\$51.74	\$4.92	X
8		\$20.57	\$1.95	
9		\$19.92	\$1.89	
10		\$179.23	\$17.03	X
11		\$24.67	\$2.34	
12		\$24.67	\$2.34	
13		\$72.67	\$6.90	X
14		\$413.53	\$10.91	X

15		\$59.44	\$5.65	
16		\$62.73	\$5.96	
17		\$59.83	\$5.68	
18		\$293.43	\$27.88	
19		\$90.99	\$8.64	
20		\$69.10	\$6.56	
21		\$1,609.44	\$80.33	X
22		\$1,117.81	\$52.93	
23		\$174.68	\$17.11	
24		\$354.00	\$33.89	X
25		\$158.99	\$15.39	X
26		\$613.90	\$54.70	
27		\$805.53	\$76.52	
28		\$509.38	\$54.73	
29		\$528.66	\$50.23	
30		\$378.62	\$35.97	
31		\$1.04	\$0.10	
32		\$594.74	\$56.50	
33		\$1,561.16	\$148.31	



34		\$955.02	\$90.73	
35		\$408.92	\$38.85	
36		\$813.88	\$77.32	
37		\$349.23	\$33.18	
38		\$348.30	\$33.09	
39		\$487.90	\$46.35	
40		\$52.89	\$5.02	
41		\$98.04	\$9.31	
42		\$89.01	\$8.46	
43		\$1,777.92	\$120.66	
44		\$921.54	\$87.55	X
45		\$1,204.47	\$114.42	X
46		\$636.48	\$54.43	X
47		\$131.15	\$12.46	
48		\$91.38	\$8.68	
49		\$923.14	\$87.81	X
50		\$134.33	\$12.76	X
51		\$3,013.22	-	
52		\$90.20	-	X

53		\$526.17	\$49.98	
54		\$229.51	\$21.80	
55		\$1,505.47	\$150.55	
56		\$1,807.27	\$104.58	X
57		\$133.16	\$13.46	
58		\$3,932.80	-	X
59		\$247.67	\$25.18	X
60		\$1,203.88	\$85.24	
61		\$2,230.22	\$181.88	
62		\$478.46	\$48.02	X
63		\$591.30	\$57.51	X
64		\$1,680.23	\$159.63	X
65		\$3,383.14	-	X
66		\$587.53	\$57.33	X
67		\$1,182.56	\$112.34	X
68		\$918.54	\$87.26	
69		\$1,288.86	\$92.17	
70		\$126.36	\$13.47	
71		\$400.81	\$38.25	

72		\$1,653.64	\$76.19	X
73		\$1,107.33	\$34.44	X
74		\$826.20	\$47.27	
75		\$1,431.04	\$54.79	X
76		\$551.84	-	X
77		\$1,689.41	-	X
78		\$1,524.46	\$22.05	X
79		\$1,081.50	\$61.12	X
80		\$3,704.33	-	X
81		\$1,219.52	-	X
82		\$113.56	\$11.36	
83		\$1,609.84	-	X
84		\$1,889.20	-	X
85		\$1,458.62	-	
86		\$2,375.86	-	X
87		\$519.16	-	
88		\$212.06	-	X
89		\$426.91	-	
90		\$1,626.70	\$73.32	X

91		\$139.68	\$13.27	
92		\$609.98	-	X
93		\$12.93	-	X
94		\$2,891.83	-	
95		\$99.76	\$9.48	X
96		\$15,492.13	\$15.74	X
97		\$430.92	\$40.94	X
98		\$2,052.95	-	X
99		\$10,849.85		X
100		\$7,545.17	-	X
101		\$197.52	\$18.76	X
102		\$167.78		X
103		\$832.32	\$79.07	X
104		\$1,337.68		X
105		\$2,149.27		X
106		\$301.17	\$28.61	X
107		\$16,550.43	-	X
108		\$19.80	\$1.88	X
109		\$11,999.65	\$193.71	X

110		\$21,633.58	-	X
111		\$6,513.06	-	X
112		\$966.06	\$40.08	X
113		\$214.20	\$20.35	X
114		\$9,002.94	-	X
115		\$6,276.75	\$2.53	X
116		\$3,277.73	\$45.18	
117		\$3,486.78	\$40.34	
118		\$25.08	\$2.38	
119		\$340.94	-	X
120		\$18,053.66	-	X
121		\$385.99	-	X
121		\$306.25	-	X
123		\$1,072.50	-	X
124		\$926.25	-	X
125		\$1,057.88	-	X
126		\$1,984.44	\$64.56	
127		\$647.01	\$11.48	
128		\$1,728.65	-	X

129		\$48.72	-	
130		\$1,424.73	-	
131		\$6,252.16	-	X
132		\$9,567.45	-	X
133		\$51.84	\$4.92	
134		\$2,534.13	-	X
135		\$4.25	\$0.40	X
136		\$751.89	\$3.21	
137		\$1,201.22	\$5.49	
138		\$165.67	-	
139		\$799.42	-	
140		\$2,821.88	-	
141		\$935.36	\$20.01	X
142		\$1,579.57	-	X
143		\$1,030.97	-	X
144		\$6,053.31	-	X
145		\$3,269.39	-	X
146		\$1,217.13	\$105.34	X
147		\$10,956.89	-	X

148		\$54.21	\$5.15	X
149		\$70.32	\$6.68	
150		\$8,623.62	-	X
151		\$350.82	-	X
152		\$4,345.86	-	X
153		\$554.89	-	X
154		\$57.96	\$5.51	
155		\$161.15	\$15.31	X
156		\$4,306.27	-	
157		\$2,046.09	-	X
158		\$703.68	-	X
159		\$747.33	-	X
160		\$267.19	-	
161		\$2,328.16	-	
162		\$2,567.56	-	X
163		\$452.35	-	
164		\$726.64	-	X
165		\$2,473.57	-	X
166		\$819.89	-	X

167		\$168.64	-	X
168		\$1,168.87	-	X
169		\$168.64	-	X
170		\$1,594.64	-	X
171		\$2,435.36	-	X
172		\$734.08	-	X
173		\$527.42	\$5.24	X
174		\$262.88	-	X
175		\$704.32	-	X
176		\$208.32	-	
177		\$265.36	-	X
178		\$416.64	-	
179		\$573.98	-	X
180		\$10,739.09	-	X
181		\$20.99	\$1.99	
182		\$2,256.65	-	X
183		\$5,870.87	-	X
184		\$755.75	-	X
185		\$1,618.65	-	X



186		\$908.52	-	X
187		\$2,502.63	-	
188		\$51.44	-	X
189		\$7,849.91	-	X
190		\$9,152.48	-	X
191		\$15,460.40	\$213.99	X
192		\$9,688.60	-	X
193		\$26,792.97	-	X
194		\$14,832.67	-	X
195		\$18,958.96	-	X
196		\$39,156.99	-	X
197		\$15,649.88	-	X

## Attachment A – Letter to employees

Dear <insert name >

As you may be aware, Brownport Almonds Pty Ltd (**Brownport**) has admitted to the Fair Work Ombudsman (FWO) that it contravened the *Fair Work Act 2009* (Cth) by failing to correctly apply terms of the *Horticulture Award 2010 and 2020* to some of its employees, and thereby underpaid those employees by failing to comply with its obligations under those awards.

Brownport is taking steps to remedy the contraventions. A review has determined that you are/or were owed an additional amount, being:

- (a) \$[insert amount] in respect of minimum entitlements; and
- (b) \$[insert amounts] in respect of superannuation.

You will/have receive/d this payment in addition to interest at 6.1% on [insert date] and will be provided with a payment advice regarding the payment.

Brownport has formally admitted to the FWO that Brownport 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](http://www.fairwork.gov.au).

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

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

If you have any questions, you can contact Brownport on [insert details] or the FWO may be contacted via [www.fairwork.gov.au](http://www.fairwork.gov.au) or on 13 13 94.

Yours sincerely

<Director name>