

NOTICE OF FILING AND HEARING

Filing and Hearing Details

Document Lodged:	Originating Application Starting a Representative Proceeding under Part IVA Federal Court of Australia Act 1976 - Form 19 - Rule 9.32
Court of Filing:	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	24/06/2025 6:44:56 PM AEST
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File Number:	VID66/2025
File Title:	OLIVIA IOB & ORS v LOVISA PTY LIMITED
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	To Be Advised
Time and date for hearing:	To Be Advised
Place:	To Be Advised



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

Registrar

Important Information

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

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



**Amended Originating application starting a representative proceeding
under Part IVA of the Federal Court of Australia Act 1976**

No.66 of 2025

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

OLIVIA IOB and others named in the schedule

Applicants

LOVISA PTY LIMITED (ACN 120 675 890)

Respondent

To the Respondent

The Applicants apply for the relief set out in this application.

The Court will hear this application, or make orders for the conduct of the proceeding, at the time and place stated below. If you or your lawyer do not attend, then the Court may make orders in your absence.

You must file a notice of address for service (Form 10) in the Registry before attending Court or taking any other steps in the proceeding.

Time and date for hearing:

Place:

The Court ordered that the time for serving this application be abridged to

Date:

Signed by an officer acting with the authority
of the District Registrar

Filed on behalf of

The Applicants, Olivia Iob & Ors

Prepared by

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A. REPRESENTATIVE ACTION

1. The Applicants bring this application as a representative party under Part IVA of the *Federal Court of Australia Act 1976* (Cth) (**FCA Act**).
 - a. for themselves; and
 - b. as representatives of a group constituted by all persons employed by Lovisa Pty Limited (**Respondent**):
 - i. on a part-time or full-time basis;
 - ii. in the positions of 'Team Member', 'Store Supervisor', 'Assistant Store Manager', 'Store Manager C', 'Store Manager B', 'Store Manager A' or 'Store Manager A+' (**Relevant Positions**); and
 - iii. during the period beginning 23 January 2019, and ending on 23 January 2025 (**Relevant Period**),

(the **Group** and a/the **Group Member/s**).
2. The Applicants and the Group Members were at all material times during the Relevant Period, national system employees within the meaning of s.13 and s.14 of the *Fair Work Act 2009* (Cth) (**the FWA**).
3. On the date of filing this Originating Application, there were more than seven Group Members.

B. DETAILS OF THE CLAIM

4. On the grounds stated in the accompanying Amended Statement of Claim, the Applicants claim on their own behalf, and on behalf of Group Members:
 - a. orders pursuant to s.545 of the FWA awarding compensation to the Applicants and Group Members in respect of the Respondent's contraventions referred to in 37, 48, 87, 92, 97, 102, 107, 112, 117, 122, 127, 129, 134, 136, 141, 143, 148, 150, 171, 178, 217, 221, 225, 229, 233, 237, 241, 245, 249, 251, 255, 257, 261, 263, 267, 269, 283, 297, 299 and 304 (or alternatively, 37, 48, 153, 171, 178, 272, 283, 297, 299 and 304)

37, 46, 64, 69, 74, 79, 84, 89, 94, 99, 104, 106, 111, 113, 118, 120, 125, 127, 130, 132, 136, 145, 162, 166, 170, 174, 178, 182, 186, 190, 196, 200, 202, 206, 208, 212, 214, 219, 225, 228, 232, 239, 241 and 246 of the Amended Statement of Claim, being:



- i. an order pursuant to s.33Z(1)(f) or s.33Z(1)(g) or s.33ZF of the FCA Act awarding damages on an aggregate basis in respect of compensation claimed; or in the alternative
 - ii. an order pursuant to s.33Z(1)(e) or s.33Z(g) or s.33ZF of the FCA Act awarding damages for group members, sub-group members or individual group members, being damages consisting of specified amounts or amounts worked out in such manner as the Court specifies, in respect of compensation claimed.
 - b. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty in relation to each of the contraventions referred to in a. as pleaded in the Amended Statement of Claim.
 - c. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to the Applicants or the relevant Group Members on the basis that Section 535 Contraventions (defined in paragraph ~~249~~ 307 of the Amended Statement of Claim) were serious contraventions within the meaning of s. 557A of the FWA as was in operation at the relevant time.
 - d. an order that any pecuniary penalty imposed on the Respondent be paid to the Applicants and/or the relevant Group Members.
 - e. an order pursuant to s.547 of the FWA or s. 51A of the FCA Act awarding interest up to judgment on the above amounts; and
 - f. such further or other relief as the Court deems fit.
5. Further, Ms Iob, Ms Kelso and Ms Wesley make the following claims:
- a. Ms Iob claims:
 - (i) Damages and interest for loss suffered in respect of paragraph ~~Error!~~ **Reference source not found.** 165 of the Amended Statement of Claim.
 - (ii) Payment of her entitled travel allowance as pleaded in paragraphs 154 to 157 of the Amended Statement of Claim and interest.
 - (iii) A declaration that the Respondent breached s50 of the FWA by reason of 2014 Agreement Failure to Pay Travel Allowance (as defined in paragraph 157 of the Amended Statement of Claim) and Iob's Roster Breaches (as defined below paragraph 165F of the Amended Statement of Claim).
 - (iv) An order that a pecuniary penalty be paid to Ms Iob in respect of (iii).
 - (v) Such further or other relief as the Court deems fit.
 - b. Ms Kelso claims:



- (i) Payment of her entitled travel allowance as pleaded in paragraphs 154 to 157 and 273 to 276 of the Amended Statement of Claim and interest.
 - (ii) Payment of her unpaid higher duties allowance as pleaded in paragraphs 284 to 285 of the Amended Statement of Claim and interest.
 - (iii) A declaration that the Respondent breached s50 of the FWA by reason of the 2014 Agreement Failure to Pay Travel Allowance, 2022 Agreement Failure to Pay Travel Allowance (as defined in paragraph 157 and 276 of the Amended Statement of Claim), 2022 Agreement Failure to Pay Higher Duties Allowance (as defined in paragraph 285 of the Amended Statement of Claim), 2022 Agreement Failure to Provide 12-hour Breaks between Shifts (as defined in paragraph 289 of the Amended Statement of Claim).
 - (iv) An order that a pecuniary penalty be paid to Ms Kelso in respect of (iii).
 - (v) Such further or other relief as the Court deems fit.
- c. Ms Wesley claims:
- (i) A declaration that the Respondent breached s50 of the FWA by reason of the 2022 Agreement Failure to Provide 12-hour Breaks between Shifts (as defined in paragraph 289 of the Amended Statement of Claim).
 - (ii) An order that a pecuniary penalty be paid to Ms Wesley in respect of (iii).
 - (iii) Such further or other relief as the Court deems fit.

C. QUESTIONS COMMON TO CLAIMS OF GROUP MEMBERS

6. The questions of law or fact common to the claims of the Group Members are:

Roster Breaches

- (a). Whether during the Relevant Period, the Respondent drew up rosters that set out the start and finish times of each shift applicable to the Applicants, and the Group Members, that covered a period of one week at a time.
- (b). Whether during the Relevant Period, the Respondent contravened clause 4.2(a) of the 2014 Agreement (defined in paragraph 32 of the Amended Statement of Claim) and the 2022 Agreement (defined in paragraph 166 ~~140~~ of the Amended Statement of Claim), and thereby s.50 of the FWA, by failing to ~~draw up~~ issue a roster for each fortnightly pay cycle.

Pre-Shift/Post-Shift Work

- (c). Whether during the Relevant Period, the Respondent required the Applicants, and the Group Members, ~~to attend each shift at least approximately 15 minutes prior to the start time specified in their roster where the rostered shifts commenced at the same time as the relevant Lovisa Store (defined in paragraph~~



~~4 in the Statement of Claim) opened for trade, to perform the work pleaded in paragraph 51 48 and 147 in the Amended Statement of Claim (**Pre-Shift Work**).~~

- (d). ~~Whether during the Relevant Period, the Respondent required the Applicants, and the Group Members, to remain in each Lovisa Store for approximately 15 to 60 minutes after the rostered shift came to an end where the rostered shifts ended at the same time as the relevant Lovisa Store closed for trade, to perform the work pleaded in paragraph 58 50 and 149 in the Amended Statement of Claim (**Post-Shift Work**).~~
- (e). Whether the Respondent had a practice of requiring the Applicants and the Group Members to perform the Pre-Shift Work and Post-Shift Work outside of the time in which they were rostered to work by the Respondent (**Work Outside of Roster Pre-Shift and Post-Shift**).

Training Outside of Rostered Hours

- (f). Whether during the Relevant Period, the Respondent required the Applicants and the Group Members, to undertake ~~ongoing training on~~ Ongoing LOLA Training (defined in paragraph ~~39 -35~~ of the Amended Statement of Claim) ~~outside of their rostered hours of work~~ (**Training Outside of Rostered Hours**).
- (g). Whether during the Relevant Period, the Respondent had a practice of requiring the Applicants and the Group Members to undertake LOLA Training outside of the time in which they were rostered to work by the Respondent.

Unpaid Meal Breaks

- (h). Whether during the Relevant Period, the Respondent kept records of the times in which the Applicants and the Group Members took their meal breaks (paragraph 293(f) of the Amended Statement of Claim).
- (i). Whether the Respondent had a practice of deducting the entitlement to an unpaid meal break from the rostered time of the Applicants and Group Members, regardless of whether an unpaid meal break was taken by the employee.

Paid Rest Breaks

- (j). Whether during the Relevant Period, the Respondent kept records of the times in which the Applicants and the Group Members took their rest breaks (paragraph 293(f) of the Amended Statement of Claim).
- (k). Whether during the Relevant Period, the Respondent had a practice of paying the Applicants and the Group Members their ordinary rate of pay for the paid rest breaks, regardless of whether the paid rest breaks were taken.



Failure to Keep Records

- (l). Whether during the Relevant Period, a record of the time taken by the Applicants and the Group Members to perform Work Outside of Roster Pre-Shift and Post-Shift and the Training Outside of Rostered Hours was a record of the kind prescribed by regulation 3.34 of the *Fair Work Regulations 2009* (Cth) (FWR) in accordance with s. 535(1) of the FWA
- (m). Whether during the Relevant Period, a record of times during which the Applicants and Group Members undertook work during their unpaid meal breaks and paid rest breaks was a record of the kind prescribed by regulation 3.34 of the FWR in accordance with s. 535(1) of the FWA.
- (n). Whether during the Relevant Period, the Respondent failed to make and keep records of:
 - (i) the number of overtime hours worked by the Applicant and the Group Members; or
 - (ii) when the Applicants and the Group Members started and ceased working overtime hours,
 and thereby, breached s. 535(1) of the FWA read with regulation 3.34 of the FWR.
- (o). Whether, in relation to the records described in common questions (l)-(n) above, the Respondent's failure to keep records in accordance with s.535(1) of the FWA read with regulation 3.34 of the FWR triggers the application of s.557C(1) of the FWA in relation to an allegation to which those records related.
- (p). Whether the Respondent breached s.535(3) of the FWA by knowingly keeping false or misleading records of:
 - (i) the number of overtime hours worked by the Applicant and the Group Members; and/or
 - (ii) when, in fact, the Applicants and the Group Members started and ceased working overtime hours.
- (q). Whether the Respondent's breaches of s.535(1), (3) and (4) were serious contraventions within the meaning of s.557A of the FWA in operation at the relevant time.

2014 Agreement Common Questions

- 7. The questions of law or fact common to the claims of the 2014 Agreement Group Members (defined in paragraph 33 of the Amended Statement of Claim) are:



- (a). Whether ~~the any~~ performance of Work Outside of Roster Pre-Shift and Post-Shift, and the 2014 Agreement Training Outside of Rostered Hours (defined in paragraph 69 of the Amended Statement of Claim), 2014 Agreement Work During Meal Breaks (defined in paragraph ~~56~~ 76 of the Amended Statement of Claim) and 2014 Agreement Work During Rest Breaks (defined in paragraph ~~81~~ 59 of the Amended Statement of Claim) constituted 'overtime' on a proper construction of clause 4.2(a) and 4.3(a) of the 2014 Agreement (**2014 Agreement overtime**).
- (b). Whether the requirement to undertake Pre-Shift and Post-Shift Work, the Training Outside of Rostered Hours, 2014 Agreement Work During Meal Breaks and 2014 Agreement Work During Rest Breaks in the manner alleged in the Amended Statement of Claim constitutes 'approval' for the purpose of the purposes of clause 4.6(c) of the 2014 Agreement.
- (c). Whether the Respondent had a practice of paying the Applicants and the Group Members only for their rostered hours (less any time allocated for meal break), and not the hours actually worked, and therefore failed to pay overtime to the ~~relevant~~ Applicants and the 2014 Agreement Group Members in respect of the 2014 Agreement overtime in breach of clause 4.5(b) of the 2014 Agreement and thereby s.50 of the FWA.
- (d). ~~Whether the Respondent was required to provide a 10-hour break in between the completion one day's work and the commencement of the next day's work to the relevant Applicants and Group Members during Christmas Periods (defined in paragraph 56 of the Amended Statement of Claim) in the 2014 Agreement Period (defined in paragraph 33 of the Amended Statement of Claim).~~

2022 Agreement Common Questions

- 8. The questions of law or fact common to the claims of the 2022 Agreement Group Members (defined in paragraph 44- 167 of the Amended Statement of Claim) are:
 - (a). Whether any ~~the~~ performance of the Work Outside of Roster Pre-Shift Work and the Post-Shift Work and the 2022 Agreement Training Outside of Rostered Hours (defined in paragraph 200 of the Amended Statement of Claim), the 2022 Agreement Work During Meal Breaks (defined in paragraph 455- 207 of the Amended Statement of Claim) and 2022 Agreement Work During Rest Breaks (defined in paragraph ~~458~~ 212 of the Amended Statement of Claim) constituted 'overtime' in accordance with clause 4.5(a) of the 2022 Agreement (**2022 Agreement overtime**).



- (b). Whether the Respondent had a practice of paying the Applicants and the Group Members only for their rostered hours (less any time allocated for meal break), and not the hours actually worked, and therefore failed to pay overtime to the relevant Applicants (ie. Ms Kelso and Ms Wesley) and 2022 Agreement Group Members in respect of the 2022 Agreement overtime in breach of clause 4.5(b) of the 2022 Agreement and thereby s.50 of the FWA.
- (c). ~~Whether the Respondent was required to provide a 12-hour break in between the completion one day's work and the commencement of the next day's work to the relevant Applicants and Group Members during Christmas Periods (defined in paragraph 56 of the Statement of Claim) in the 2022 Agreement Period (defined in paragraph 141 of the Statement of Claim).~~

Special Clothing Allowance

- (d). Whether the Respondent had a policy or practice that required the relevant Applicants (i.e. Ms Kelso and Ms Wesley) and the 2022 Agreement Group Members to wear dress a particular type of shoes and Lovisa jewellery.
- (e). Whether the types of shoes required to be worn ~~dress shoes~~ and/or "Lovisa jewellery" constituted "special clothing" for the purposes of clause 3.8(d) of the 2022 Agreement.
- (f). Whether the Respondent was required to reimburse the relevant Applicants and the 2022 Agreement Group Members who purchased "Lovisa jewellery" and shoes as required by the Respondent entitled to be reimbursed for their costs in accordance with 3.8(d) of the 2022 Agreement.
- (g). Whether the Respondent had a practice not to reimburse the relevant Applicants and Group and the 2022 Agreement Group Members who purchased "Lovisa jewellery" and shoes as required by the Respondent a breach of 3.8(d) of the 2022 Agreement and thereby s.50 of the FWA.

Subgroup: Applicants and Group Members who commenced employment during the Relevant Period (and were not already employed before that period commenced)

Unpaid Induction Training

- 9. The questions of law or fact common to the claims of Applicants and Group Members who commenced their employment in the Relevant Period are:
 - (a). Whether during the Relevant Period, the Respondent had a practice of requiring the Applicants and the Group Members who commenced their employment with the Respondent in the Relevant Period to complete Induction LOLA Modules (as defined in paragraph 39 of the Amended Statement of Claim) prior to attending



'in-store training' (as defined in paragraph 39 of the Amended Statement of Claim).

- (b). Whether during the Relevant Period, the Respondent had a practice of not paying the Applicants and the Group Members who commenced their employment with the Respondent in the Relevant Period for the time taken for them to complete the Induction LOLA Modules referred to in (a) above.

Sub-Group: 2014 Agreement Managers

10. The questions of law or fact common to the claims of 2014 Agreement Managers (as defined in paragraph 66 of the Amended Statement of Claim) are:
 - (a). Whether the Respondent required 2014 Agreement Managers to be available to assist team members on their rostered days off.
 - (b). Whether work performed by the 2014 Agreement Managers on rostered days off the constituted 'overtime' on a proper construction of clause 4.2(a) and 4.3(a) of the 2014 Agreement.
 - (c). Whether the requirement to undertake 2014 Agreement Additional Managerial Work (as defined in paragraph 66 of the Amended Statement of Claim) in the manner alleged in the Amended Statement of Claim constitutes 'approval' for the purpose of the purposes of clause 4.6(c) of the 2014 Agreement.
 - (d). Whether the Respondent had a practice of not paying 2014 Agreement Managers overtime for work undertaken on rostered days off and therefore failed to pay overtime to the relevant Applicants and the Group Members who were 2014 Agreement Managers overtime in breach of clause 4.5(b) of the 2014 Agreement and thereby s.50 of the FWA.
 - (e). Whether during the Relevant Period, the Respondent kept a record of when the 2014 Agreement Managers performed work on their rostered days off.
 - (f). Whether the record identified in common question 10(e) above is a record of the kind prescribed by regulation 3.34 of the FWR in accordance with s. 535(1) of the FWA.
 - (g). Whether the Respondent's failure to keep a record identified in common question 10(e) above in accordance with s.535(1) of the FWA read with regulation 3.34 of the FWR, triggers the application of s.557C(1) of the FWA in relation to an allegation to which those records related.

Sub-group: 2022 Agreement Managers

11. The questions of law or fact common to the claims of 2022 Agreement Managers (as defined in paragraph 197 of the Amended Statement of Claim) are:



- (a). Whether the Respondent required 2022 Agreement Managers (as defined in paragraph 197 of the Amended Statement of Claim) to be available to assist team members on their rostered days off.
- (b). Whether work performed by the 2022 Agreement Managers on rostered days off the constituted 'overtime' on a proper construction of clause 4.5(a) of the 2022 Agreement of the 2022 Agreement.
- (c). Whether the Respondent had a practice of not paying 2022 Agreement Managers overtime for work undertaken on rostered days off and therefore failed to pay overtime to the relevant Applicants and the Group Members who were 2022 Agreement Managers overtime in breach of clause 4.5(b) of the 2022 Agreement and thereby s.50 of the FWA.
- (d). Whether during the Relevant Period, the Respondent kept a record of when the 2022 Agreement Managers performed work on their rostered days off.
- (e). Whether the record identified in common question 11(d) above is a record of the kind prescribed by the regulation 3.34 FWR in accordance with s. 535(1) of the FWA and thereby trigger the application of s.557C(1) of the FWA in relation to an allegation to which those records related.

Applicants' address

The Applicants' address for service is:

Place: Adero Law

 3 Hobart Place

 Canberra City ACT 2601

Email: Rory.Markham@aderolaw.com.au

**Service on the Respondent**

It is intended to serve this application on all Respondent/s.

Date: 24 June 2025

Per

A handwritten signature in blue ink, appearing to be "Rory Markham", is written over a horizontal dashed line.

Signed by Rory Markham
Lawyer for the Applicants

11
Schedule of Parties



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

No. VID 66/2025

Applicants

First Applicant:

Olivia Iob

Second Applicant:

Ayesha Kelso

Third Applicant:

Finn Wesley (also known as Vivian Wesley)

Respondent

Respondent:

Lovisa Pty Limited (ACN 120 675 890)