

## NOTICE OF FILING

### Details of Filing

Document Lodged:	Reply - Form 34 - Rule 16.33
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	19/11/2025 5:11:15 PM AEDT
Date Accepted for Filing:	19/11/2025 5:11:19 PM AEDT
File Number:	VID66/2025
File Title:	OLIVIA IOB & ORS v LOVISA PTY LIMITED
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



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.



## Reply

No. VID66 of 2025

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

**OLIVIA IOB and others named in the schedule**  
Applicants

**LOVISA PTY LIMITED**  
Respondent

1. The Applicants join issue with the allegations in the Defence to the Amended Statement of Claim (**ASOC**) dated 18 September 2025 (**Defence**), save insofar as the same consists of admissions, or is the subject of specific comment in this Reply. Unless otherwise indicated, defined terms used in this Reply have the meaning given to them in the ASOC and the Defence.
2. In response to paragraph 35 of the Defence, the Applicants deny that the rosters were made available to Group members to whom the 2014 Agreement applied, two (2) weeks in advance of the relevant week to which the roster applied and say further that:
  - a. the timing during which the rosters were provided to the employees was typically 7 days, and often fell short of a two (2) week period;
  - b. on a proper construction of clause 4.2(a) of the 2014 Agreement, the Respondent was required to provide fortnightly rosters to the Applicants and the Group Members four days in advance of the commencement of the relevant fortnight; and
  - c. therefore, a roster covering one week at a time did not satisfy the requirement in clause 4.2(a) of the 2014 Agreement regardless of when it was provided to the Applicants and the Group Members.

### Particulars

- (i) Ms Kelso's Regional Manager, Ms Maggie Horton, prepared the rosters and notified Ms Kelso when the rosters were available via

---

Filed on behalf of:	Olivia Iob & Ors, Applicants
Prepared by:	Corinne Armanini
Law firm:	Adero Law
Tel (02) 6189 1022	Fax
Email	corinne.armanini@aderolaw.com.au
<b>Address for service</b>	3 Hobart Place, Canberra City ACT 2601

---

WhatsApp. Ms Kelso then (on)sent the rosters to her team members also via WhatsApp. The timing during which the rosters were provided to Ms Kelso and her team members was typically no more than one (1) week in advance of the commencement of that roster.

- (ii) The timing during which the rosters were provided to Ms Wesley varied. Ms Wesley typically received the rosters one (1) week in advance of the commencement of her shifts. On some occasions on dates she cannot now recall, Ms Wesley received the rosters a couple of days before the commencement of the shifts in that roster.
- (iii) Ms lob does not recall the timing during which she received the rosters.

3. In response to paragraphs 38 and 39 of the Defence, the Applicants say that:

(a) the Respondent:

- (i) required Ms Kelso, Ms Wesley, and the Group Members who commenced their employment with the Respondent during the 2014 Agreement Period, to review and sign off on various documents as a condition of accepting employment; and

(ii) complete various LOLA training modules,

prior to commencing their first shift with the Respondent; and

- (b) each of the matters referred to in paragraphs 3(a)(i) and (ii) above constituted the performance of work for which Ms Kelso, Ms Wesley, and the Group Members who commenced their employment with the Respondent in the 2014 Agreement Period, ought to have been paid.

4. In response to paragraph 157(b) of the Defence, the Applicants admit that public transport was available for use by Ms Kelso but say further that on a proper construction of clause 6.9 of the 2014 Agreement, the entitlement to travel allowance was not dependent on, or in any way related to, the availability of public transport for use by a Group Member in relation to whom that agreement applied.

5. In response to paragraphs 164 and 165 of the Defence, Ms lob:

- (a) admits that on 12 February 2020, the Respondent paid her a gross amount of \$303 and issued a payslip in relation to that payment;
- (b) says that the payslip did not specify that the payment was in respect of the incorrect rate of pay received by her in the period between 13 January 2020 and 2 February

2020 and therefore, she did not know that she had been back paid for that period;  
and

- (c) in light of the allegations in paragraphs 164 to 165 of the Defence, now withdraws her claim in respect of paragraphs 164 to 165 of the ASOC.
6. In response to paragraph 169 of the Defence, the Applicants refer to and repeat paragraph 2 insofar as it relates to Ms Kelso and Ms Wesley (not Ms Iob), Group Members who were covered by the 2022 Agreement (not the 2014 Agreement) and clause 4.2(a) of the 2022 Agreement (not clause 4.2(a) of the 2014 Agreement).
  7. In response to paragraphs 172 and 173 of the Defence, the Applicants say that:
    - (a) the Respondent:
      - (i) required Ms Figueiredo and the Group Members who commenced employment with the Respondent in the 2022 Agreement Period to review and sign off on various documents as a condition of accepting employment;  
and
      - (ii) complete various LOLA training modules,  
prior to commencing their first shift with the Respondent; and
    - (b) each of the matters referred to in paragraphs 7(a)(i) and (ii) above constituted the performance of work for which Ms Figueiredo, and the Group Members who commenced their employment with the Respondent in the 2022 Agreement Period, ought to have been paid.
  8. In response to paragraph 284(b) of the Defence, the Applicants say that on a proper construction of clause 3.8(a) of the 2022 Agreement, a Group Member was not required to perform the duties of a higher position or role that was covered by the 2022 Agreement in order for the entitlement to the higher rate of pay pursuant to that clause to be payable to that employee.
  9. In response to paragraph 287 of the Defence, each of Ms Kelso and Ms Wesley deny the allegations in sub-paragraphs (b) and (c) and say further that:
    - a. in or about October 2022, Ms Kelso, Ms Wesley and 2022 Agreement Group Members were asked to complete an internal survey referred to as the “Roster Choice Form” (**First Standard Form Agreement**);
    - b. the First Standard Form Agreement stated that:
      - i. as per “clause 4.3 of the Enterprise Agreement, team members can agree to reduce the required break between shifts from 12 to 10

hours. By clicking YES box below, you agree to work with a minimum of 10-hour break between shifts”;

- ii. “the Lovisa Enterprise Agreement 2022 allows you to make a series of roster choices, including the ability to work additional hours. This is a great opportunity for you to have more hours”;
- c. Ms Kelso, Ms Wesley and some Group Members selected “YES, I agree to the above roster choices”, which was then recorded on LOLA;
- d. further, Ms Kelso, Ms Wesley and 2022 Agreement Group Members who worked in or around November to January of each year were provided by the Respondent with a standard form document with the heading “Individual Flexibility Agreement” via LOLA in or about October of each year in the Relevant Period (**Second Standard Form Agreement**);
- e. the Applicants and 2022 Agreement Group Members were asked to indicate via LOLA whether each of them would like to accept the Second Standard Form Agreement.
- f. Ms Kelso, Ms Wesley and some Group Members selected the option “Yes, I would like to accept this agreement” in relation to the Second Standard Form Agreement, which was recorded on LOLA;
- g. the First Standard Form Agreement and the Second Standard Form Agreement:
  - i. was not signed by Lovisa or the team member as required by clause 6.3(c)(iii) of the 2022 Agreement;
  - ii. was not provided by the Respondent to the team members once finalised, as required by clause 6.3 (d) of the 2022 Agreement;
- h. by reason of the above, each of the First Standard Form Agreement and Second Standard Form Agreement was not an individual flexibility agreement pursuant to clause 6.3 of the 2022 Agreement;
- i. further, the First Standard Form Agreement further did not include, as required by clause 6.3(c)(iv) and (v) of the 2022 Agreement,
  - i. details of the 2022 Agreement that will be varied by the arrangement;
  - ii. how the arrangement will vary the effect of the terms;
  - iii. how the team member will be better off overall in relation to the terms and conditions of employment as a result of the arrangement;

- iv. the day on which the arrangement commences; and
  - v. how the arrangement can be terminated.
- j. by reason of the above, the First Standard Form Agreement was not an individual flexibility agreement pursuant to clause 6.3 of the 2022 Agreement;
  - k. further, on a proper construction of clause 4.3(g), any agreement made pursuant to that clause required the Respondent to explain to, or inform, the employee to whom the 2022 Agreement applied the impact or consequence of making such an agreement, that is, the employee would no longer be entitled to overtime if the break between shifts was not 12 hours (**the cl 4.3(g) required explanation**);.
  - l. each of the First Standard Form Agreement and Second Standard Form Agreement did not contain the cl 4.3(g) required explanation;
  - m. by reason of the above, neither the First Standard Form Agreement nor Second Standard Form Agreement, whether in substance or form, constituted agreements pursuant to clause 4.3(g) of the 2022 Agreement;
  - n. further and in the alternative, Ms Wesley and some Group Members to whom the 2022 Agreement applied completed the survey for the First Standard Form Agreement prior to 18 October 2022, before the commencement of the 2022 Agreement, and therefore, did not constitute an agreement pursuant to clause 4.3(g) of the 2022 Agreement;
  - o. further and in the alternative, the Second Standard Form Agreement did not deal with the issue of the length of time between shifts, let alone whether that time was to be reduced from 12 hours to 10 hours;
  - p. by reason of the above, the Second Standard Form Agreement did not constitute an agreement pursuant to clause 4.3(g) of the 2022 Agreement;
  - q. further and in the alternative, the Second Standard Form Agreement did not purport to operate during all occasions in which Ms Kelso and Ms Wesley claim that they were rostered to work shifts with less than a 12-hour break in between; and

### **Particulars**

- (i) The Second Standard Form Agreement purported to operate between 21 November 2022 and 1 January 2023. The period of time in which Ms Kelso claims that they were rostered to work shifts with less than a 12-hour break is between 18 January 2023 and 6

May 2023. The period of time in which Ms Wesley claims that they were rostered to work shifts with less than a 12-hour break is between 22 October 2022 and 20 June 2023, with only two occasions falling within the 21 November 2022 and 1 January 2023 period.

- r. by reason of the above, the Second Standard Form Agreement did not constitute an agreement pursuant to clause 4.3(g) of the 2022 Agreement.

Date: 19 November 2025

**Marc Felman**

**Nilanka Goonetillake**

---

Signed by Corinne Armanini  
Lawyer for the Applicants

This pleading was prepared by Corinne Armanini, lawyer

**Certificate of lawyer**

I Corinne Armanini certify to the Court that, in relation to the reply filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 19 November 2025

---

Signed by Corinne Armanini  
Lawyer for the Applicant

**Schedule of Parties**

No.VID66 of 2025

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

**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)