

NOTICE OF FILING AND HEARING

Filing and Hearing Details

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File Title:	MATTHEW RIDGEWELL v REBEL SPORT LIMITED ABN 78 003 283 823
Registry:	NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA
Reason for Listing:	To Be Advised
Time and date for hearing:	To Be Advised
Place:	To Be Advised



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.



Form 19
Rule 9.32

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

No. _____ of 2025

Federal Court of Australia
District Registry: New South Wales
Division: Fair Work

Matthew Ridgewell

Applicant

REBEL SPORT LIMITED ABN 78 003 283 823

Respondent

To the Respondent

The Applicant applies 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
Prepared by
Tel:
Email:
Address for service:

.....
The Applicant, Mr Matthew Ridgewell
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.....



A. REPRESENTATIVE ACTION

1. The Applicant brings this application as a representative party under Part IVA of the *Federal Court of Australia Act 1976* (Cth) (**FCA Act**):
 - a. for himself, and
 - b. as the representative of a group constituted by all persons):
 - i. employed by the Respondent any time within the period of 6 years ending on the date of the filing of the Originating Application herein (the **Relevant Period**);
 - ii. who in the Relevant Period worked in a position:
 1. In a retail store under the 'general retail industry' within the meaning of that phrase in the *General Retail Industry Award 2020* (**2020 Award**) (which was entitled, prior to 1 October 2020 as the *General Retail Industry Award 2010* (**2010 Award**)) hereinafter the '**Awards**'.
 - iii. In the positions of:
 1. Store Manager, Assistant Store Manager, Customer Service Manager, Inventory Manager or equivalent leadership roles within Rebel stores (**Managers**)
 - iv. on a part time and full-time basis as defined in the Awards.
 - v. Who in the Relevant Period worked an hour (or part thereof) in a Rebel Store.
(the **Group** and a/the **Group Member/s**).
2. The Applicant 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**).

B. DETAILS OF THE CLAIM

3. On the grounds stated in the accompanying Statement of Claim, the Applicant claims on their own behalf, and on behalf of Group Members:
 - a. orders pursuant to s.545 of the FWA awarding compensation to the Applicant and Group Members in respect of the Respondent's contraventions referred to in paragraphs 19, 26, 36, 38(or 42), 50, 52, 60, 62, 72, 78, 84, 88, 92, 96, 100, 105, 109, 115, 118 and 120 (or alternatively 66, 72, 78, 84, 88, 92, 96, 100, 105, 109, 115, 118 and 120 of the 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(1)(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 pleaded in the Statement of Claim.
 - c. an order pursuant to s.546 of the FWA that the Respondent pay a pecuniary penalty to the Applicant or the relevant Group Members on the basis that Section 535 Contraventions (defined in paragraph 132 of the 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 Applicant 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.

C. QUESTIONS COMMON TO CLAIMS OF GROUP MEMBERS

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

Pre-Shift and Post-Shift Work

- (a). Whether during the Relevant Period, the Respondent required the Applicant and Group Members to perform the duties pleaded in paragraph 14 of the Statement of Claim, prior to their rostered start times to ensure the store was ready for opening (**Pre-Shift Work**).
- (b). Whether during the Relevant Period, the Respondent failed to pay the Applicant and the Group Members overtime for the time spent performing Pre-Shift Work outside of their ordinary, rostered hours.
- (c). Whether during the Relevant Period, the Respondent required the Applicant and Group Members to perform the duties pleaded in paragraph 21 of the Statement



of Claim, after their rostered finish times to ensure the store was closed and end of day tasks were completed (**Post Shift Work**).

- (d). Whether during the Relevant Period, the Respondent failed to pay the Applicant and the Group Members overtime for the time spent performing Post Shift Work outside of their ordinary, rostered hours.
- (e). Whether the Respondent had a practice of requiring the Applicant 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**).

Additional Managerial Work Outside of Rostered Hours

- (f). Whether during the Relevant Period, the Respondent required the Applicant and Group Members to perform the duties pleaded in paragraph 29 of the Statement of Claim, on days, or during times in which they were not rostered to work (**Additional Managerial Work**).
- (g). Whether during the Relevant Period, the Respondent failed to pay the Applicant and the Group Members overtime for the time spent performing Additional Managerial Work outside of their ordinary, rostered hours.
- (h). Whether during the Relevant Period, the Respondent failed to pay the Applicant and the Group Members the Recall Allowance for the time spent conducting the Security Call Out.

Paid Rest Breaks

- (i). Whether during the Relevant Period, the Respondent kept records of the times in which the Applicant and the Group Members took their rest breaks (paragraphs 44 to 53 of the Statement of Claim).
- (j). Whether during the Relevant Period, the Respondent had a practice of paying the Applicant and the Group Members their ordinary rate of pay for the paid rest breaks, regardless of whether the paid rest breaks were taken.

Unpaid Meal Breaks

- (k). Whether during the Relevant Period, the Respondent kept records of the times in which the Applicant and the Group Members took their meal breaks (paragraph 54 to 63 of the Statement of Claim).



- (l). Whether the Respondent had a practice of deducting the entitlement to an unpaid meal break from the rostered time of the Applicant and Group Members regardless of whether an unpaid meal break was taken by the employee.

Roster Contraventions

- (m). Whether during the Relevant Period, the Respondent required the Applicant and Group Members to work shifts with less than a 12-hour break between the end of one shift and the start of the next shift.
- (n). Whether during the Relevant Period, the Respondent required the Applicant and Group Members to work more ordinary hours and any reasonable additional hours on more than six consecutive days.
- (o). Whether during the Relevant Period, the Respondent rostered the Applicant and Group Members to work ordinary hours on six days in one week and 5 or more days in the following week.

Penalty Rates

- (p). Whether During the Relevant Period, the Respondent required the Applicant and Group Members to work ordinary hours on a Saturday.
- (q). Whether the Respondent had a practice of paying the Applicant and Group Members who undertook ordinary hours on a Saturday their base rate rather than the penalty rate for work on a Saturday.
- (r). Whether During the Relevant Period, the Respondent required the Applicant and Group Members to work ordinary hours on a Sunday.
- (s). Whether the Respondent had a practice of paying the Applicant and Group Members who undertook ordinary hours on a Sunday their base rate rather than the penalty rate for work on a Sunday.
- (t). Whether During the Relevant Period, the Respondent required the Applicant and Group Members to work ordinary hours on Public Holidays.
- (u). Whether the Respondent had a practice of paying the Applicant and Group Members who undertook ordinary hours on a Public Holiday their base rate rather than the penalty rate for work on a Public Holiday.
- (v). Whether During the Relevant Period, the Respondent required the Applicant and Group Members to work ordinary hours Monday to Friday after 6.00 pm.
- (w). Whether the Respondent had a practice of paying the Applicant and Group Members who undertook ordinary hours on Monday to Friday after 6.00 pm the



minimum hourly rate rather than the penalty rate for work on Monday to Friday after 6.00 pm.

Annual Leave Loading

- (x). Whether during the Relevant Period, the Respondent paid the Applicant and Group Members an additional payment for annual leave or leave loading on leave accrued.
- (y). If the answer is yes to the above question, did the Respondent pay the loading at whichever is the greater of the rate of 17.5% of the Applicant and Group Member's base rate for all ordinary hours of the work in the period or their base rate for all ordinary hours of work in the period inclusive of penalty rates.

Payment Term Contravention

- (z). Whether during the Relevant Period, the Respondent paid the Applicant and Group Members:
 - a. Their wages according to any applicable loadings, rates, and allowances weekly; and
 - b. According to the actual hours worked in that week or averaged over a fortnight.

2010 Award Common Questions

5. The questions of law or fact common to the claims of the 2010 Award Group Members (as defined in paragraph 3 of the Statement of Claim) are;
 - a. Whether the performance of the Pre-Shift Work and Post-Shift Work, work during rest breaks and meal breaks and the Additional Managerial Work constituted overtime on a proper construction of clause 29.2 (a) of the 2010 Award.
 - b. Whether the performance of the Security Call Out constituted work to which the Recall Allowance applies on a proper construction of 20.10 of the 2010 Award.
 - c. Whether the Respondent had a practice of paying the 2010 Award Group Members only for their rostered hours (less any time allocated for meal breaks), and not the hours actually worked and therefore failed to pay overtime and the Recall Allowance in breach of clause 20.10 and 29.2(a) of the 2010 Award and thereby s.45 of the FWA.
 - d. In the alternative, did the Respondent have a practice of paying the 2010 Award Group Members only for their rostered hours (less any time allocated for meal breaks), and not the hours actually worked in breach of clause 23.1 of the 2010 Award and thereby s.45 of the FWA.



- e. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members an additional 25% penalty loading, as required by clause 29.4(c) of the 2010 Award, for ordinary hours worked on a Saturday and thereby breached s.45 of the FWA.
- f. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members an additional 65% penalty loading from the beginning of the Relevant Period until 1 July 2020, as required by clause 29.4(e)(iii) of the 2010 Award, for ordinary hours worked on a Sunday and thereby breached s.45 of the FWA.
- g. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members an additional 50% penalty loading from 1 July 2020 onwards as required by clause 29.4(e)(iv) of the 2010 Award, for ordinary hours worked on a Sunday and thereby breached s.45 of the FWA.
- h. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members an additional 125% penalty loading, as required by clause 29.4(f)(i) of the 2010 Award, for ordinary hours worked on a public holiday and thereby breached s.45 of the FWA.
- i. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members an additional penalty loading of 25% as required by clause 29.4(a) of the 2010 Award to the Applicant and Group Members who performed work after 6:00pm on Monday through to Friday and thereby breached s.45 of the FWA.
- j. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members each hour worked at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours when there was less than a 12 hour break between shifts in breach of clause 31.2 (a) and (b) of the 2010 Agreement and thereby breached s.45 of the FWA.
- k. Whether during the Relevant Period, the Respondent rostered 2010 Award Group Members to work 6 days in one week and 5 or more days in the following week in breach of clause 28.10 of the 2010 Award and thereby breach s.45 of the FWA.
- l. Whether during the Relevant Period, the Respondent required the 2010 Award Group Members to work ordinary hours and reasonable additional hours on more than six consecutive days in breach of clause 28.12 of the 2010 Award and thereby s.45 of the FWA.



- m. Whether during the Relevant Period, the Respondent failed to pay the additional leave payment or leave loading to 2010 Group Members who took annual leave in breach of clause 32.3(a) of the 2010 Award and thereby breach s.45 of the FWA.
- n. Whether during the relevant Period, the Respondent had a practice of not paying the 2010 Award Group Members the greater of 17.5% of the Applicant's base rate for all ordinary hours of work in the period or their base rate for all ordinary hours of work in the period inclusive of penalty rates and in so doing breached clause 32.3(b)(i) of the 2010 Award and thereby breached s.45 of the FWA.
- o. Whether during the Relevant Period, the Respondent failed to pay the 2010 Award Group Members a wage:
 - i. including any applicable loadings, rates and allowances weekly; and
 - ii. According to the actual hours worked in that week or averaged over a fortnight.

And in so doing breached clause 23 of the 2010 Award and thereby s.45 of the FWA.

2020 Award Common Questions

- 6. The questions of law or fact common to the claims of the 2020 Award Group Members as defined in paragraph 4 of the Statement of Claim are;
 - a. Whether the performance of the Pre-Shift Work and Post-Shift Work, work during rest breaks and meal breaks and the Additional Managerial Work constituted overtime on a proper construction of clause 21.2 (a) of the Award.
 - b. Whether the performance of the Security Call Out constituted work to which the Recall Allowance applies on a proper construction of 19.11 of the 2020 Award.
 - c. Whether the Respondent had a practice of paying the 2020 Award Group Members only for their rostered hours (less any time allocated for meal breaks), and not the hours actually worked and therefore failed to pay overtime and the recall allowance in breach of clause 19.11 and 21.2(c) of the Award and thereby s.45 of the FWA.
 - d. In the alternative, did the Respondent have a practice of paying the 2020 Award Group Members only for their rostered hours (less any time allocated for meal breaks), and not the hours actually worked in breach of clause 18.2 of the 2020 Award and thereby s.45 of the FWA.
 - e. Whether during the Relevant Period, the Respondent failed to pay the 2020 Award Group Members an additional 25% penalty loading, as required by clause 22.1(a)



of the 2020 Award, for ordinary hours worked on a Saturday and thereby breached s.45 of the FWA.

- f. Whether during the Relevant Period, the Respondent failed to pay the 2020 Award Group Members an additional 50% penalty loading as required by clause 22.1(a) of the 2020 Award, for ordinary hours worked on a Sunday and thereby breached s.45 of the FWA.
- g. Whether during the Relevant Period, the Respondent failed to pay the 2020 Award Group Members an additional 125% penalty loading, as required by clause 22.1(a) of the 2020 Award, for ordinary hours worked on a public holiday and thereby breached s.45 of the FWA.
- h. Whether during the Relevant Period, the Respondent failed to pay the 2020 Award Group Members an additional penalty loading of 25% as required by clause 22.1(a) of the 2020 Award to the Applicant and Group Members who performed work after 6:00pm on Monday through to Friday and thereby breached s.45 of the FWA.
- i. Whether during the Relevant Period, the Respondent failed to pay the 2020 Award Group Members for each hour worked at the rate of 200% of the 2020 Award Group Members base rate until the employee had a break of 12 consecutive hours when there was less than a 12 hour break between shifts in breach of clause 16.6 (a) and (b) of the 2020 Agreement and thereby breached s.45 of the FWA.
- j. Whether during the Relevant Period, the Respondent rostered 2020 Award Group Members to work 6 days in one week and 5 or more days in the following week in breach of clause 15.7(c) of the 2020 Award and thereby breached s.45 of the FWA.
- k. Whether during the Relevant Period, the Respondent required the 2020 Award Group Members to work ordinary hours and reasonable additional hours on more than six consecutive days in breach of clause 15.7(e) of the 2020 Award and thereby s.45 of the FWA.
- l. Whether during the Relevant Period, the Respondent failed to pay the additional leave payment or leave loading to 2020 Group Members who took annual leave in breach of clause 28.3 of the 2020 Award and thereby breach s.45 of the FWA.
- m. Whether during the relevant Period, the Respondent had a practice of not paying the 2020 Award Group Members the greater of 17.5% of the Applicant's base rate for all ordinary hours of the work in the period or their base rate for all ordinary hours of work in the period inclusive of penalty rates and in so doing



breached clause 28.3(c) of the 2020 Award and thereby breached s.45 of the FWA.

- n. Whether during the Relevant Period, the Respondent failed to pay the 2020 Award Group Members a wage:
- i. including any applicable loadings, rates and allowances weekly; and
 - ii. According to the actual hours worked in that week or averaged over a fortnight.

And in so doing breached clause 18 of the 2020 Award and thereby s.45 of the FWA.

Record Keeping

- o. Whether during the Relevant Period, a record of the time taken by the Applicant and the Group Members to perform Work Outside of Roster Pre-Shift and Post-Shift 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.
- p. Whether during the Relevant Period, a record of times during which the Applicant 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.
- q. 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 Applicant 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.
- r. Whether, in relation to the records described in common questions (o)-(q) 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.
- s. Whether during the Relevant Period, the Respondent failed to make and keep records of whether the Applicant and Group Member was entitled to any incentive-



based payment, bonus, loading, penalty rate, or other monetary allowance and thereby, breached s. 535(1) of the FWA read with regulation 3.33 of the FWR.

- t. Whether the Respondent breached s.535(4) of the FWA by knowingly keeping records of:
- (i) the number of overtime hours worked by the Applicant and the Group Members; and or
 - (ii) when the Applicant and the Group Members started and ceased working overtime hours,
- that were false or misleading.
- u. Whether during the Relevant Period, the Respondent breached 535(1) of the FWA with reg 3.42 of the FWR as they failed to provide inspection of records requested on behalf of the Applicant and the Group Members.
- v. 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.

Applicant's address for Service

Place: Adero Law
3 Hobart Place
Canberra City ACT 2601

Email: corinne.armanini@aderolaw.com.au

Service to the Respondent

It is intended to serve this application on all Respondent.

Date: 20 May 2026

A handwritten signature in blue ink, appearing to read 'Corinne Armanini', written over a horizontal line.

Signed by Corinne Armanini
Lawyer for Mr Ridgewell