

NOTICE OF FILING

Details of Filing

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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



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.

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Form 17
Rule 8.05(1)(a)

Statement of claim

No. _____ of 2026

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

MATTHEW RIDGEWELL

Applicant

REBEL SPORT LIMITED ABN 78 003 283 823

Respondent

A. The Respondent

1. At all material times, the Respondent, Rebel Sport Limited (ABN 78 003 283 823) (**Rebel**) is and was:
 - a) a company incorporated under the *Corporations Act 2001* (Cth), able to sue, and liable to be sued in its corporate name and style;
 - b) a constitutional corporation within the meaning of s 12 and s 14 of the *Fair Work Act 2009* (Cth) (the FWA); and
 - c) a national system employer within the meaning of s 13 and s 14 of the FWA.

B. The Applicant and Group Members

2. The Applicant brings this proceeding pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth) (**FCA Act**):
 - a) for himself; and

Filed on behalf of (name & role of party)	_____	The Applicant, Mr Matthew Ridgewell
Prepared by (name of person/lawyer)	_____	Corinne Armanini, Principal
Law firm (if applicable)	_____	Adero Law
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b) as the representative of a group constituted by all persons:

i) Employed by Rebel at 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 worked in the Relevant Period 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 a Rebel store (**Salaried Manager Position**)

2. on a part time and/or full-time basis as defined in the Awards.

c) Who in the Relevant Period worked an hour (or part thereof) in a Rebel Store.

(the '**Group**' or '**Group Members**').

3. The 2010 Award:

a) Covered throughout Australia any employer engaged in the general retail industry and employees of any such employer, and

b) Commenced operation on 1 January 2010, the terms of the 2010 Award were varied since that date and remained in force until 30 September 2020.

4. The 2020 Award:

a) Covers throughout Australia any employer engaged in the general retail industry and employees of any such employer; and

b) Commenced operation on 1 October 2020, the terms of the 2020 Award have been varied since that date and it remains in force

C. Lead Applicant

Matthew Ridgewell

5. By way of a contract dated 3 June 2019 with an effective start date of 8 July 2019, Rebel employed the Applicant (**Mr Ridgewell**) to work in the Rebel store located in Woden in the Australian Capital Territory (**Woden Store**) in the position of a full-time 'Store Manager'.

Particulars

The contract was in writing. A copy is available for inspection at the offices of the solicitors for Mr Ridgewell.

6. By a contract dated 8 May 2024 and an effective start date from 7 July 2024, Rebel employed Mr Ridgewell to work in the Woden Store in the position of a full-time 'Store Manager'.

Particulars

The contract was in writing. A copy is available for inspection at the offices of the solicitors for Mr Ridgewell.

7. In or around 11 November 2024 Mr Ridgewell ceased his employment with Rebel.
8. During his employment with Rebel Mr Ridgewell was an employee:
 - a) in a retail store in the general retail industry as defined in the Awards;
 - b) in a Salaried Manager Position; and
 - c) within the Awards classification of a level 6 or higher.

2010 Award cl, 3.1 and Schedule B.6.1 and B.6.2

2020 Award cl, 4.2 and Schedule A.6.1 and A.6.2

9. The Awards as amended from time to time applied to, among others, Mr Ridgewell in respect of his employment with Rebel.
10. The hours that Mr Ridgewell was rostered to work per roster cycle varied over the course of his employment as follows:
 - a) From in or around 8 July 2019 until in or around September 2023 Mr Ridgewell was rostered to work an average of 43 hours per week on various days from Monday to Saturday, and for varying hours on such days, over a fortnightly cycle;

- b) From in or around September 2023 until in or around 7 July 2024 Mr Ridgewell was rostered to work an average of 41 hours per week on various days from Monday to Saturday, and for varying hours on such days, over a fortnightly cycle; and
- c) From in or around July 2024 until Mr Ridgewell ceased his employment with Rebel, Mr Ridgewell was rostered to work an average of 40 hours per week on various days from Sunday to Saturday, and for varying hours on such days, over a fortnightly cycle.
11. In the premises pleaded in paragraphs 1 to 10 above Mr Ridgewell was throughout the period of his employment with Rebel a “full-time employee” as defined in the Awards.
- 2010 Award cl, 11
- 2020 Award cl, 9
12. Other than when he was, for any reason on leave, Mr Ridgewell, for so long as he was employed by Rebel, worked:
- a) the days and hours specified in the Rosters as were from time-to-time operative, including any day that was for the purposes of the Awards a “Public Holiday”; and
- b) the days and hours other than or outside those specified in the Rosters as were from time-to-time operative, as required by Rebel.
13. Throughout the periods in which a Roster operated, the hours worked by Mr Ridgewell on a day in accordance with that Roster:
- a) within the span of hours and roster conditions from time to time prescribed in the Award for undertaking ordinary hours, and
- b) in so far as the cumulative total thereof did not exceed an average of 38 hours a week.

were for the purpose of the Award his ordinary hours of work for that day (**Ordinary Hours**).

2010 Award cl, 27 and 28

2020 Award cl, 15

D Contraventions

D.1 Overtime Breaches

D.1.1 Pre-Shift Work

14. During the relevant period when he was rostered to work the Woden stores opening shift, in order for the Woden store to be ready to trade prior to its scheduled opening time, Rebel required Mr Ridgewell to perform the following duties prior to the Woden store's scheduled opening time:

- a) Disarming alarms and turning on lights and music;
- b) Preparing tills and point of sale machines for operation including but not limited to checking connectivity and receipt rolls;
- c) Reviewing sales figures from previous day; and
- d) Holding a morning meeting (**Team Huddle**) covering safety, mental health, daily targets, and task allocation.

(Pre-Shift Work)

Particulars

- i. Mr Ridgewell was verbally instructed by his Regional Managers that he would have to undertake the Pre-Shift Work and in particular that he had to be on site 15 minutes early in order to undertake the Team Huddle in the morning to prepare his staff for their shift and review the sales data from the previous day.
 - ii. The sales data for the previous day was generated and made available on the morning of the next day. The Respondent required that Mr Ridgewell report the sales data to team members during the Team Huddle to ensure that all staff were aware of the targets for the store.
 - iii. During his employment with Rebel Mr Ridgewell's Regional Managers were Geoff Shoring, Sarah Polsen, John Seal and Mitchell Hurt (**Regional Managers**).
15. By reason of the matters pleaded at paragraph 14 herein, the Respondent required and Mr Ridgewell did attend the Woden store at least 15 minutes prior to the commencement of his opening shift to undertake the Pre-Shift Work and have it completed in time for the opening of the store.
16. In each Pay Period during which Mr Ridgewell performed the Pre-Shift Work, it was performed outside his rostered hours and/or in excess of the ordinary hours of work.

2010 Award cl, 29.2(a)

2020 Award cl,21.2(a)

17. By reason of paragraphs 14 to 16, Mr Ridgewell was entitled to be paid overtime for the time spent performing Pre-Shift Work.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

18. In breach of the provisions of the Award, Rebel did not pay Mr Ridgewell when he performed the Pre-Shift Work, overtime in respect of the Pre-Shift Work in each fortnight in which he worked.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

19. By reason of paragraphs 16 to 18 above Rebel breached s 45 of the FWA.

20. On the premises set out in paragraph 18, in respect of Pre-Shift Work, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour he worked in respect of which he was entitled to the Overtime Rates, and
- ii. The hourly rate that the Overtime Term required be paid for that hour.

D.1.2 Post-Shift Work

21. Rebel required Mr Ridgewell when rostered for the store's closing shift, to undertake the following duties.
- a) Serving any remaining customers;
 - b) Counting tills and reconciling cash;
 - c) Cleaning the store and the staff change rooms as required;

- d) Setting the store alarms; and
- e) escorting staff out and locking up the store.

(Post-Shift Work)

Particulars

- i. Mr Ridgewell was verbally directed by his Regional Managers that tasks pleaded at paragraph 21(b) to (e) could only be done after the store had been closed for trade and as such after the end of his rostered hours.
 - ii. Mr Ridgewell was advised by his Regional Managers a that the requirement to undertake the Post-Shift Work was a business expectation.
- 22. Mr Ridgewell required at least 15 to 30 minutes to complete the Post-Shift Work and the Respondent required the Post-Shift work be performed after the store had been closed for business.
- 23. In each Pay Period during which Mr Ridgewell performed the Post-Shift Work, it was performed outside his rostered hours and/or in excess of the ordinary hours of work.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(a)
- 24. By reason of paragraphs 21 to 23, Mr Ridgewell was entitled to be paid overtime for the time spent performing Post-Shift Work.

2010 Award cl, 29.2(a)

2020 Award cl,21.2(c)
- 25. In breach of the provisions of the Award, Rebel did not pay Mr Ridgewell when he performed the Post-Shift Work, overtime in respect of the Post-Shift Work in each fortnight in which he worked.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

26. By reason of paragraphs 23 to 25 above, Rebel breached s 45 of the FWA.
27. On the premises set out in paragraph 25, in respect of Post-Shift Work, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour he worked in respect of which he was entitled to the Overtime Rates, and
- ii. The hourly rate that the Overtime Term required be paid for that hour.

D.1.3 Additional Managerial Work Outside of Rostered Hours

28. During the Relevant Period, Rebel required Mr Ridgewell to be available to assist team members on days, or during times in which he was not rostered to work.
29. The Additional Managerial Work included but was not limited to the following duties;
- a) Completing the payroll on Sundays for the Woden store;
 - b) Preparing rosters for the Woden store;
 - c) Taking and receiving calls and emails from staff to resolve issues and/or to manage changes to the Woden store roster;
 - d) Responding to security call outs from the Woden Store (**Security Call Out**); and
 - e) Undertaking the store alarm check.

Particulars

- i. The alarm check was conducted quarterly, and it was not included in the roster of the week in which it was undertaken.
- ii. To complete the alarm check Mr Ridgewell would arrive on site at 6am to check in with the security company over the phone that each of the alarmed areas of the Woden store 'activated' as required (**Alarm Checks**).

- iii. The Alarm Checks would be repeated until all alarms were activated without any errors. Once the Alarm Checks were complete Mr Ridgewell would remain on site and begin his Pre-Shift Work.
- iv. By reason of paragraphs ii and iii herein, Mr Ridgewell would remain on site from 6am and remain on site until the completion of his rostered shift.

(Additional Managerial Work)

- 30. During the Relevant Period, Mr Ridgewell performed the duties referred to in paragraph 29 above outside of his rostered hours over a period of 1 to 2 hours per week. On the 4 weeks each year in which the Alarm Check was conducted, he would work a further 1 to 3 hour per week outside of his rostered hours for a cumulative total of 2 to 5 hours outside of his rostered hours.
 - 2010 Award cl, 29.2(a)
 - 2020 Award cl, 21.2(a)
- 31. In each Pay Period during which Mr Ridgewell performed the Additional Managerial Work, it was performed outside his rostered hours and/or in excess of the ordinary hours of work.
 - 2010 Award cl, 29.2(a)
 - 2020 Award cl, 21.2(c)
- 32. By reason of paragraphs 28 to 31, Mr Ridgewell was entitled to be paid overtime for the time spent performing Additional Managerial Work.
 - 2010 Award cl, 29.2(a)
 - 2020 Award cl, 21.2(c)
- 33. In breach of the provisions of the Award, Rebel did not pay Mr Ridgewell overtime in respect of Additional Managerial Work in each fortnight in which he worked.
 - 2010 Award cl, 29.2(a)
 - 2020 Award cl, 21.2(c)
- 34. By reason of paragraphs 31 to 33 above, Rebel breached s 45 of the FWA.
- 35. In each Pay Period during which Mr Ridgewell performed the Security Call Out on a day in which he was not rostered to work or had completed his normal roster, it constituted a recall to perform specific duties.

2010 Award cl, 20.10 (a)

2020 Award cl, 19.11 (a)

36. By reason of paragraph 35 Mr Ridgewell was entitled to a payment either of whichever is the greater:

a) at the appropriate rate of pay for the time between when he left his place of residence until he returned there; or

b) at the appropriate rate of pay for 3 hours.

In respect of the Security Call Out.

(Recall Allowance)

2010 Award cl, 20.10 (a) and (b)

2020 Award cl, 19.11 (a) and (b)

37. In breach of the Awards, Rebel did not pay Mr Ridgewell the Recall Allowance for the Security Call Out, in each fortnight in which he worked.

2010 Award cl, 20.10 (a)

2020 Award cl, 19.11 (a) and (b)

38. By reason of paragraphs 35 to 37 above, Rebel breached s 45 of the FWA.

39. In the alternative, in each Pay Period during which Mr Ridgewell performed the Security Call Out it was performed outside his rostered hours and/or in excess of the ordinary hours of work.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(a)

40. By reason of paragraph 39, Mr Ridgewell was entitled to be paid overtime for the time spent performing the Security Call Out.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

41. In breach of the provisions of the Award, Rebel did not pay Mr Ridgewell overtime in respect of performing the Security Call Out each fortnight in which he worked.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

42. By reason of paragraphs above, Rebel breached s 45 of the FWA.

43. On the premises set out in paragraphs 33 and 38 or in the alternative 33 and 41, in respect of Additional Managerial Work, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour he worked in respect of which he was entitled to the Overtime Rates, and
- ii. The hourly rate that the Overtime Term required be paid for that hour.

D.1.4 Work During Rest Breaks

44. During the Relevant Period, Mr Ridgewell was entitled to receive breaks as follows;

- a) For shifts worked for 4 or more hours but less than 5, one 10 minute paid rest break;
- b) For shifts worked between 5 and 7 hours, one ten-minute rest break and one unpaid thirty-minute meal break but not more than 60 minutes;
- c) For shifts worked between 7 and 10 hours, two ten-minute rest breaks and one unpaid thirty-minute meal break but not more than 60 minutes; and
- d) For shifts worked over 10 hours, two ten-minute rest breaks, and two unpaid thirty minute meal breaks but not more than 60 minutes.

2010 Award cl, 31.1(a)

2020 Award cl, 16.2

45. During the Relevant Period, Mr Ridgewell was required to and did in fact work during some or all of his paid rest breaks.

Particulars

- i. Mr Ridgewell was required to remain 'on call' to assist and supervise team members and respond to any problems that were escalated by the team members.
 - ii. On occasions when Mr Ridgewell was the only manager in the store, he was required to remain in store during his rest breaks to supervise the team members and would only be able to leave the store when another manager was present.
 - iii. Mr Ridgewell was required by the Regional Managers to clock out and back in as though he was taking the break, to maintain the stores 'accuracy percentage' and to ensure that his store avoided any timesheet variances and system alerts.
 - iv. Further particulars will be provided after discovery is provided by Rebel.
46. In the alternative to 46 above, during the Relevant Period, Mr Ridgewell was required to be 'on call' during his rest breaks and worked without receiving his entitlement to rest breaks. Work as referred to in paragraphs 45 and 4 are collectively defined as (**Work During Rest Breaks**).

Particulars

- i. Mr Ridgewell refers to and repeats particulars in paragraph 45 and further says that by reason of being required to work and/or be 'on call', Mr Ridgewell did not receive his paid rest break entitlement under the Awards.
47. Mr Ridgewell was entitled to overtime in respect of Work During Rest Breaks because it was performed outside his rostered hours and/or in excess of the ordinary hours prescribed by the Awards.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(a)

48. By reason of paragraphs 44 to 47, Mr Ridgewell was entitled to be paid overtime for the time spent performing Work During Rest Breaks.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

49. In breach of the provisions of the Award, Rebel did not pay Mr Ridgewell overtime in respect of Work During Rest Breaks, in each fortnight in which he worked.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

50. By reason of paragraphs 47 to 49, Rebel breached s 45 of the FWA.
51. Further by not providing Mr Ridgewell the Rest Break to which he was entitled Rebel breached clause 31.1(a) of the 2010 Award and clause 16.2 of the 2020 Award.
52. By reason of paragraph 51 above Rebel breached s 45 of the FWA.
53. On the premises set out in paragraphs 49 and 51, in respect of Work During Meal Breaks, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour he worked in respect of which he was entitled to the Overtime Rates, and
- ii. The hourly rate that the Overtime Term required be paid for that hour.

as well as consequent loss of amenity. Quantification of those losses will occur following discovery

D.1.5 Work During Meal Breaks

54. Mr Ridgewell refers to and repeats paragraph 44 above.
55. During the Relevant Period, Mr Ridgewell was required to and did in fact work during some or all of his unpaid meal breaks.

Particulars

- i. Managers were responsible for supervising team members and were required to remain 'on call' to assist and supervise team members and respond to any problems that were escalated by the team members.
 - ii. On occasions when Mr Ridgewell was the only manager in store he was required to remain in store to supervise the team members and would only be able to leave the store when another manager was present.
 - iii. While Mr Ridgewell would often clock out and back in as though he was taking the break, Mr Ridgewell only did so to maintain the stores 'accuracy percentage' and to ensure that his store avoided any timesheet variances and system alerts.
 - iv. Further particulars will be provided after discovery is provided by Rebel.
56. In the alternative, during the Relevant Period, Mr Ridgewell was required to be 'on call' during his meal breaks and worked without receiving his entitlement to rest breaks. Work as referred to in paragraphs 55 to 56 are collectively defined as (**Work During Meal Breaks**).

Particulars

Mr Ridgewell repeats particulars in paragraph 56 and further says that by reason of being required to work and/or be 'on call', Mr Ridgewell did not receive his paid meal break entitlement under the Awards.

57. Mr Ridgewell was entitled to overtime in respect of Work During Meal Breaks because it was performed outside his rostered hours and/or in excess of the ordinary hours limit prescribed by the Awards.
- 2010 Award cl, 29.2(a)
2020 Award cl, 21.2(a)
58. By reason of paragraphs 54 to 57, Mr Ridgewell was entitled to be paid overtime in respect of Work During Meal Breaks.
- 2010 Award cl, 29.2(a)
2020 Award cl, 21.2(c)
59. In breach of the provisions of the Award, Rebel did not pay Mr Ridgewell overtime in respect of Work During Meal Breaks, in each fortnight in which he worked.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

60. By reason of paragraphs 57 to 59, Rebel breached s 45 of the FWA.
61. Further by not providing Mr Ridgewell the meal break to which he was entitled, Rebel breached clause 31.1(a) of the 2010 Award and clause 16.2 of the 2020 Award.
62. By reason of paragraph 61 above, Rebel breached s 45 of the FWA.
63. On the premises set out in paragraphs 59 and 61, in respect of Work During Meal Breaks, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour he worked in respect of which he was entitled to the Overtime Rates, and
- ii. The hourly rate that the Overtime Term required be paid for that hour.

as well as consequent loss of amenity. Quantification of those losses will occur following discovery.

D.2 Unpaid Hours

64. Alternatively, to paragraphs 14 to 43 and 54 to 63, Mr Ridgewell was entitled to have been paid his ordinary hourly rate in respect of:
 - a) Pre-Shift Work;
 - b) Post-Shift Work;
 - c) Additional Managerial Work: and
 - d) Work During Meal Breaks.

2010 Award cl, 23.1

2020 Award cl, 18.2

65. In breach of the Awards, Rebel did not pay Mr Ridgewell his ordinary rate of pay for the time taken to complete the work referred to in paragraph 64 above (**Unpaid Hours Contravention**).
66. By reason of the Unpaid Hours Contravention Rebel breached s 45 of the FWA.
67. On the premises set out in paragraph 65, in respect of the Unpaid Hours Contravention, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour he worked in respect of which he was entitled to his ordinary hourly rate; and
- ii. The hourly rate that his base rate required be paid for that hour.

as well as consequent loss of amenity and superannuation on those amounts, to the extent that superannuation is payable. Quantification of those losses will occur following discovery.

D.3 Roster / Work Cycle Breaches

D.3.1 Break Between Work Periods

68. During the Relevant Period it was a term of the Awards applicable to the employment of Mr Ridgewell, that Rebel was required to provide a minimum break of 12 hours between when he finishes work on one day and starts work on the next, unless an agreement was entered into to reduce the minimum break.

2010 Award cl, 31.2(a) and (c)

2020 Award cl, 16.6(a) and (d)

69. Where Mr Ridgewell did not receive a break of 12 hours, Rebel was required to pay each hour thereupon worked at double the rate to which he would otherwise have been entitled to until such time as he was released from duty for 12 consecutive hours (**Break Between Work Rates**).

2010 Award cl, 31.2(b)

2020 Award cl, 16.6(b)

70. In breach of clause 31.2 (a) of the 2010 Award and 16.6 (a) of the 2020 Award Rebel failed to always provide Mr Ridgewell the required 12-hour break between shifts.

Particulars

- i. Mr Ridgewell did not receive the required 12-hour break on any shift which he worked to or after 9pm on one night and worked from 9am the following day by virtue of the Pre-Shift Work and the Post-Shift Work.
 - ii. Mr Ridgewell did not receive the 12-hour break between shifts in instances where he was required to attend the Woden store early such as for the Alarm Checks that were completed once a quarter at each store and started at 6am.
 - iii. Mr Ridgewell did not during the course of his employment enter into an agreement to vary the terms and conditions of his employment to reduce his entitlement to a 12 hour break between shifts.
 - iv. Further particulars will be provided after discovery is provided by Rebel.
71. In breach of clause 31.2 (b) of the 2010 Award and 16.6 (b) of the 2020 Award where Rebel did not provide for a 12 hour break between shifts, it did not pay Mr Ridgewell for each hour worked at the rate of 200% of his base rate until he had a break of 12 consecutive hours. **(Break Between Work Period Contravention)**
72. By reason of paragraphs 68 to 71 above, Rebel breached s45 of the FWA.
73. On the premises set out in paragraph 7, in respect of Breaks Between Work Periods, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour worked without having had a 12-hour break between shifts; and
- ii. The hourly rate that the Break Between Work Term required be paid for that hour.

D.3.2 More Than Six Consecutive Days

74. During the Relevant Period it was a term of the Awards applicable to the employment of Mr Ridgewell by Rebel, that it could not have him work more than six consecutive days whether it was ordinary hours or reasonable additional hours. (**Consecutive Days Term**)

2010 Award cl, 28.12

2020 Award cl, 15.7(e)

75. In respect of the Consecutive Days Term, Rebel was required to pay Mr Ridgewell the applicable overtime rates for all hours worked on days, or any part thereof, worked in excess of the Consecutive Days Term (**Consecutive Days Rate**).

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(a)

76. In breach of the terms of the Awards, Mr Ridgewell worked more than 6 consecutive days consisting of both ordinary hours and additional hours.

Particulars

Further particulars will be provided after discovery is made by Rebel.

(Consecutive Days Contravention)

77. In respect of the Consecutive Days Contravention, Mr Ridgewell was not paid the Consecutive Days Rate or any part thereof.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

78. By reason of paragraphs 74 to 77 above, Rebel breached s45 of the FWA.

79. On the premises set out in paragraph 77, in respect of Consecutive Days Term, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour worked excess of 6 consecutive days; and

- ii. The hourly rate that the Consecutive Days Rate required be paid for that hour.

D.3.3 6/4 Fortnightly Work Cycle

80. It was a term of the Awards applicable to the employment of Mr Ridgewell that Rebel was not permitted to roster Mr Ridgewell to work more than 5 days of ordinary hours in a week unless it rostered him on a fortnightly cycle in which he worked 6 days in one week and no more than 4 days in the other week. **(6/4 Fortnightly Cycle)**

2010 Award cl, 28.10

2020 Award cl, 15.7 (b) and (c)

81. In respect of the 6/4 Fortnightly Cycle, Rebel was required to pay Mr Ridgewell the applicable overtime rates for all hours worked on days, or any part thereof, worked in excess of the 6/4 Fortnightly Cycle **(6/4 Roster Rate)**.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(a)

82. In breach of clause 28.10 of the 2010 Award and 15.7 (b) and (c) of the 2020 Award, Mr Ridgewell was rostered to work 6 days of ordinary hours in one week and was rostered to work more than 4 days of ordinary hours in the next week.

Particulars

Further particulars will be provided after discovery is made by Rebel

(The 6/4 Week's Contravention)

83. In respect of the 6/4 Fortnightly Cycle, Mr Ridgewell was not paid the 6/4 Roster Rate or any part thereof.

2010 Award cl, 29.2(a)

2020 Award cl, 21.2(c)

84. By reason of paragraphs 80 to 83, Rebel contravened s. 45 of the FWA.

85. On the premises set out in paragraph 82, in respect of 6/4 Fortnightly Cycle, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- iii. What he was paid for each hour worked excess of the 6/4 Fortnightly Cycle and
- iv. The hourly rate that the 6/4 Roster Rate required be paid for that hour.

D.4 Saturday Penalty Entitlements

86. For each Pay Period in which a Roster operated it was a term of the Awards applicable to Mr Ridgewell's employment that he was required to be paid an additional 25% loading for all ordinary hours worked on a Saturday. (the **Saturday Penalty Entitlement**).

20210 Award cl, 29.4(c)

2020 Award cl 22.1(a)

87. In contravention of the Saturday Penalty Entitlement Rebel did not during the Relevant Period pay Mr Ridgewell in respect of any hours worked on a Saturday, the Saturday Penalty Entitlement or any part thereof.
88. By reason of paragraphs 86 to 87, Rebel contravened s 45 of the FWA.
89. On the premises set out in paragraph 87, in respect of Saturday Penalty Entitlement, Mr Ridgewell suffered loss.

Particulars

The difference between:

- i. What he was paid for each hour worked on a Saturday; and
- ii. The hourly rate that the Saturday Penalty Entitlement required be paid for that hour.

D.5 Sunday Penalty Entitlements

90. For each Pay Period in which a Roster operated it was a term of the Awards applicable to Mr Ridgewell's employment that he was required to be paid the following penalty payments for all ordinary hours worked on a Sunday (the **Sunday Penalty Entitlement**).

- a) From 1 July 2019 to 30 June 2020 a penalty payment of an additional 65% loading will apply for all hours worked by a full-time or part-time employee on a Sunday

2010 Award cl, 29.4(e)(iii)

- b) From 1 July 2020 a penalty payment of an additional 50% loading will apply for all hours worked by a full-time or part-time employee on a Sunday.

2010 Award cl, 29.4(e)(iv)

2020 Award cl 22.1(a)

91. In contravention of the Sunday Penalty Entitlement Rebel did not during the Relevant Period pay Mr Ridgewell in respect of any hours worked on a Sunday, the Sunday Penalty Entitlement or any part thereof.
92. By reason of paragraph 90 to 91, Rebel contravened s 45 of the FWA.
93. On the premises set out in paragraph 91, in respect of Sunday Penalty Entitlement, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour of worked on a Sunday; and
- ii. The hourly rate that the Sunday Penalty Entitlement required be paid for that hour.

D.6 Public Holiday Penalty Entitlements

94. For each Pay Period in which a Roster operated it was a term of the Awards applicable to Mr Ridgewell's employment that he was required to be paid an additional loading of 125% for all ordinary hours worked on a Public Holiday (the **Public Holiday Penalty Entitlement**).

2010 Award cl, 29.4(f)(i)

2020 Award cl. 22.1(a)

95. In contravention of the Public Holiday Penalty Entitlement Rebel did not during the Relevant Period pay Mr Ridgewell in respect of any hours worked on a Public Holiday, the Public Holiday Penalty Entitlement or any part thereof.
96. By reason of paragraphs 94 to 95, Rebel contravened s 45 of the FWA.
97. On the premises set out in paragraph 95, in respect of Public Holiday Penalty Entitlement, Mr Ridgewell suffered loss.

Particulars

The loss being the difference between:

- i. What he was paid for each hour of worked on a Public Holiday;
and
- ii. The hourly rate that the Public Holiday Penalty Entitlement required be paid for that hour.

D.7 Night Work Penalty Entitlement

98. For each Pay Period in which a Roster operated, it was a term of the Awards applicable to Mr Ridgewell's employment, that ordinary hours worked after 6 pm on Monday to Friday were to be paid at 125% for every hour worked after 6pm on Monday to Friday

(Night Work Rate).

2010 Award cl, 29.4(a)

2020 Award cl. 22.1(a)

99. In contravention of the Night Work Rate, Rebel did not in any Pay Period pleaded in paragraph 98 above, in respect of any hour worked by Mr Ridgewell after 6pm on Monday to Friday, pay him the applicable Night Work Loading or any part thereof.

(Night Work Contraventions)

100. By reason of paragraphs 98 to 99, Rebel contravened section 45 of the FWA.
101. On the premises set out in paragraph 99, in respect of Night Work Penalty Entitlement, Mr Ridgewell suffered loss.

Particulars

The difference between:

- i. What he was paid for each hour of worked on a after 6pm Monday to Friday; and
- ii. The hourly rate that the Nigh Work Rate required be paid for that hour.

D.8 Annual Leave Loading

102. In each pay period in which a roster operated it was a term of the Award applicable to Mr Ridgewell's employment that during any period of annual leave he was entitled to receive a loading of:

- a) 17.5%: or
- b) The relevant weekend penalty rates that would have been earned had he not been on leave which ever was the greater.

2010 Award cl, 32.3(a) and (b)(i)

2020 Award cl, 28.3(a) to (c)

103. During the Relevant Period, Rebel failed to pay Annual Leave Loading to Mr Ridgewell in accordance with the Annual Leave Loading provisions of the Awards.

104. In contravention of the Annual Leave Loading provisions of the Awards, Rebel did not in any pay period, in respect of any period of annual leave taken by Mr Ridgewell, pay him the applicable Annual Leave Loading or any part thereof.

105. By reason of paragraphs 102 to 104 Rebel contravened s 45 of the FWA.

106. On the premises set out in paragraph 104, in respect of Annual Leave Loading, Mr Ridgewell suffered loss.

Particulars

The difference between:

- i. what he was paid for each hour for any period of annual leave taken; and

- ii. the hourly rate that the Annual Leave Loading Term required be paid for that hour.

D.9 Payment Term Contravention

107. In each pay period in which a roster operated it was a term of the Awards applicable to the employment of Mr Ridgewell that Rebel was required to:

- a) Pay the wages of Mr Ridgewell, including any applicable loadings, rates and allowances weekly; and
- b) According to the actual hours worked in that week or averaged over a fortnight.

(the **Payment Term**).

2010 Award cl, 23.1

2020 Award cl, 18.2

108. In the premises pleaded at paragraphs 18, 25, 33, 37(or 41), 49, 59, 71, 77, 83, 87, 91, 95, 99 and 104 or in the alternative paragraphs 65, 71, 77, 83, 87, 91, 95, 99 and 104 above Rebel did not in any Pay Period pleaded in paragraph 107 above:

- a) Pay the wages of Mr Ridgewell, including any applicable loadings, rates and allowances weekly, and
- b) According to the actual hours worked in that week or averaged over a fortnight.

109. By reason of paragraph 107 to 108, Rebel contravened the Payment Term and breached s 45 of the FWA.

E Failure to Keep Accurate Records

110. During the Relevant period, Rebel required Mr Ridgewell to record his start and finish time as specified on his roster when clocking in and out for each shift through UKG Dimensions (also known as 'Kronos' or 'Dimensions').

Particulars

- i. The UKG system was:

- a. Used to create, edit, publish, and update rosters;
 - b. Used to clock in and out of via the clocking machines located in the store.
111. During the Relevant period, Rebel required Mr Ridgewell to record the time set out in his roster when he clocked in and clocked out instead of his actual hours worked.

Particulars

- i. During the Store Manager training delivered by Rebel and received by Mr and during his regular performance and store reviews as conducted by his Regional Managers it was communicated to Mr Ridgewell that he and his staff should only be clocking in and out as per their rostered hours and not the actual hours worked.
 - ii. Insofar as the requirement to clock in and out strictly in accordance with rostered start and finish times, Rebel measured the Woden store's performance by way of an 'accuracy percentage' recorded and calculated in respect of how often staff clocked in and out in accordance with their rostered start and finish times.
 - iii. Mr Ridgewell was encouraged to ensure as high a percentage as possible by his regional managers and to instruct his team to clock in and out in accordance with their roster and to ensure that his store avoided any timesheet variances and system alerts.
 - iv. In instances where variances did occur Mr Ridgewell and the Regional Managers had the ability to and did edit the clock in and clock outs to align their entries with the roster and Mr Ridgewell was directed by his Regional Managers to make such edits.
 - v. The UKG system was set up to automatically adjust clock in and clock out times to the original rostered times where staff, including Mr Ridgewell clocked in up to 10 minutes early or late.
112. By reason of paragraph 111 above hours worked by Mr Ridgewell were not accurately recorded through UKG Dimensions
113. At all material times, by reason of s. 535(1) of the FWA read with regulation 3.34 of the *Fair Work Regulations 2009* (Cth) (**FWR**), Rebel was required to keep records of:

- a) the number of overtime hours worked by Mr Ridgewell and the Group Members;
or
- b) when Mr Ridgewell started and ceased working overtime hours.

for a period of 7 years

114. By reason of paragraphs 110 to 113 above, Rebel failed to keep any records, or alternatively proper records, of:
- a) the number of overtime hours worked by Mr Ridgewell and the Group Members;
and/or
 - b) when Mr Ridgewell started and ceased working overtime hours.

Particulars

Mr Ridgewell refers to and repeats paragraph 111 above and the particulars contained therein. By reason of the practices referred to in that paragraph, Rebel failed to keep any records, or alternatively proper records, of the actual hours worked by Mr Ridgewell and the Group Members therefore, the overtime hours worked by Mr Ridgewell and the Group Members.

115. By reason of paragraph 114 above, Rebel failed to comply with r 3.34 of the FWR and therefore s 535(1) of the FWA.
116. Pursuant to r 3.33 of the FWR Rebel is required to make and keep records setting out any incentive-based payment, bonus, loading, penalty rate, or other monetary allowance Mr Ridgewell is entitled to.
117. In breach of r 3.33 of the FWR Rebel did not make and/or keep records that set out incentive-based payment, bonus, loading, penalty rate, or other monetary allowance Mr Ridgewell was entitled to.
118. By reason of paragraphs 116 and 117 above Rebel breached s 535 (1) of the FWA.

F Keeping False and Misleading Records

119. By reason of paragraph 111 above, the records required to be kept by Rebel pursuant to 535(1) of the FWA, and r 3.34 of the FWR, were false or misleading as to the actual hours of overtime worked by Mr Ridgewell and the Group Members.

120. By reason of paragraph 115, Rebel contravened s 535(4) of the FWA.

Particulars

Mr Ridgewell and the Group Members refer to paragraph 111 above and the particulars contained therein.

G Failure to Provide Inspection of Records

121. At all material times, by reason of s. 535(1) of the FWA and r 3.34 of the FWR, Rebel was required to keep records of overtime hours worked in respect of Mr Ridgewell and the Group Members.
122. Further pursuant to r 3.33 Rebel was required to keep records setting out any incentive-based payment, bonus, loading, penalty rate, or other monetary allowance Mr Ridgewell is entitled to.
123. S 535(3) of the FWA read together with r 3.42 of the FWR required Rebel to make a copy of the records referred to in paragraphs 113 and 116 above available for inspection upon request by an employee within 14 days of that request.
124. On 1 April 2025, the Solicitors for Mr Ridgewell and the Group Members wrote to Rebel requesting it make available for inspection records of his employment including records required to be kept pursuant to r 3.33 and r 3.34 of the FWR above for Mr Ridgewell and Group Members.
125. In a letter dated 2 May 2025, Rebel's solicitors provided records of Mr Ridgewell's employment and that of the Group Members, but the records provided do not comply with the requirements as described in paragraphs 113 and 116.

Particulars

- i. In regard to the overtime records requested pursuant to r 3.34 of the FWR Rebel failed to provide for inspection any documents which showed either:
- a. the number of overtime hours worked by the employee during each day; or
 - b. when the employee started and ceased working overtime hours.

- ii. In regard to the pay records requested pursuant to r 3.33 of the FWR Rebel failed to provide for inspection any documents which showed whether Mr Ridgewell was entitled to any incentive-based payment, bonus, loading, penalty rate, or other monetary allowance.
126. On 29 July 2025, the Solicitors for Mr Ridgewell, filed an originating application for an order of discovery that Rebel make available for inspection records of his employment including those referred to in paragraphs 113 and 116 above for Mr Ridgewell.
 127. Pursuant to Orders dated 10 September 2025, in a letter dated 12 September 2025, Rebel's solicitors provided records of Mr Ridgewell's employment, but the records provided do not comply with the requirements as described in paragraphs 113 and 116.

Particulars

Mr Ridgewell repeats the particulars to paragraph 99 herein.

128. Despite both requests Rebel failed to make available for inspection records referred to in paragraphs 113 and 116 above in respect of Mr Ridgewell and other Group Members.
129. By reason of paragraphs 119 to 128 above Rebel breached s 535(3) of the FWA and r 3.42 of the FWR.

H Application of Section 557C

130. The proceedings allege that during the Relevant Period, Mr Ridgewell and the Group Members performed the following overtime:
 - a) The Pre-Shift Work
 - b) The Post Shift Work
 - c) Additional Managerial Work
 - d) Work During Rest Breaks
 - e) Work During Meal Breaks
131. By reason of paragraphs 110 to 130 above, Rebel bears the burden of disproving, pursuant to s 557C (1) of the FWA, that Mr Ridgewell and the Group Members worked the overtime hours alleged in this proceeding.

I Serious contraventions

132. In the Relevant Period Rebel, knowingly contravened:

- a) S 535(1):
- b) S 545(3) and/or
- c) S 353(4)

Of the FWA (Section **535 Serious contraventions**)

Particulars

- i. It can be inferred that Rebel knew that its conduct pleaded at paragraph 111 above meant that:
 - a. It did not keep records, or proper records of overtime hours worked by Mr Ridgewell and the Group Members; and
 - b. Records kept by Rebel would be misleading as to the actual hours of overtime worked by Mr Ridgewell and the Group Members in breach of S. 535 of the FWA.
 - ii. Further it can be inferred that Rebel knew that its conduct pleaded at paragraphs 125 and 127 above was in breach of s535 of the FWA.
 - iii. These matters can be inferred because:
 - a. at all material times, Rebel was a large, sophisticated employer who knew, or ought to have known, of its obligations pursuant to s. 535 of the FWA.
 - b. In relation to the requirement to provide records for inspection upon request of an employee at the time when some of the requests for relevant records were made, Rebel was legally represented and ought to have been aware of its obligations as pleaded at paragraphs 121 to 123.
 - c. Further particulars will be provided after discovery.
133. The Section 535 Serious Contraventions were a part of a systemic pattern of conduct relating to Mr Ridgewell and the Group Members.

Particulars

- i. Rebel engaged in and encouraged, or alternatively tacitly or impliedly authorised, a pattern of conduct over a significant period of time (pleaded in paragraph 111 that had the effect of failing to record the actual hours worked by Mr Ridgewell and Group Members and therefore failed to accurately record the overtime hours worked by Mr Ridgewell and the Group Members.
 - ii. Further, Rebel engaged in and encouraged, or alternatively tacitly or impliedly authorised, a pattern of conduct over a significant period of time (pleaded in paragraph 11) that had the effect of recording and retaining false or misleading records of the actual hours worked by Mr Ridgewell and the Group Members. Therefore, Rebel created and retained false or misleading records of the overtime hours worked by Mr Ridgewell and the Group Members.
 - iii. Further, Rebel engaged in and encouraged, or alternatively expressly authorised, a pattern of conduct as pleaded in paragraphs 125 and 127 in failing to make a copy of the relevant records available for inspection upon request by an employee within 14 days of the request.
134. Further, in the Relevant Period, by reason of paragraph 111, Rebel knowingly engaged in the Section 535 Contraventions.

Particulars

Mr Ridgewell repeats the particulars in paragraph 132 and 133 above and the particulars thereunder.

135. Alternatively, to paragraph 134, in the Relevant Period, Rebel was reckless as to whether the Section 535 Contraventions would occur.

Particulars

Mr Ridgewell refers to paragraph 110 and 111 above and the particulars thereunder. Further particulars will be provided after discovery.

136. By reason of paragraphs 132 to 135, the Section 535 Contraventions were serious contraventions within the meaning of s 557A of the FWA in operation at the relevant time.

I Group Members and Their Claims

137. Each Group Member was, by reason of:

- a) Working or taking annual leave of one or more hours during a pay period,
- b) During the Relevant Period

Entitled in respect of any such hour to a payment of one or more of the following.

- c) Overtime Rates
 - a) In respect of
 - i) Pre-Shift Work
 - ii) Post-Shift Work
 - iii) Additional Managerial Work
 - iv) Work During Rest Breaks
 - v) Work During Meal Breaks
 - b) Break Between Work Rates
 - c) Consecutive Days Rates
 - d) 6/4 Roster Rates
 - e) Saturday Entitlement
 - f) Sunday Entitlement
 - g) Public Holiday Entitlement
 - h) Night Work Rate
 - i) Annual Leave Loading

138. Rebel did not pay to any Group Member in respect of any hour referred to in paragraph 137 above, any or any part of any, applicable loading, allowance, or rate, referred to in paragraph 107 above in accordance with the Payment Term.

139. The omission Rebel referred to in paragraph 138 above was,

- a) A contravention of a term of the Award: and

- b) Conduct prohibited by s 45 of the FWA which has to the extent of the non-payment caused the Group's loss.

Particulars

Particulars in relation to the Group's loss or damage will be provided if and when it is necessary for a determination to be made of the individual claims of each Group Member.

- 140. The failure of Rebel to comply with the Record Keeping Obligation and False or Misleading Records Prohibition in respect of each Group Member was conduct prohibited by s 535 of the FWA.

Date: 20 May 2026



Signed by Corinne Armanini
Lawyer for the Applicant

This pleading was prepared by Corinne Armanini, Principal

Certificate of lawyer

I, Corinne Armanini certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 20 May 2026



Signed by Corinne Armanini
Lawyer for the Applicant