NOTICE OF FILING

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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 33
Rule 16.32

Amended Defence

Federal Court of Australia No. VID66/2025
District Registry: Victoria
Division: Fair Work

OLIVIA IOB and others named in the schedule
Applicants

Lovisa Pty Limited (ACN 120 675 890)
Respondent

By way of defence to the Applicants' further amended statement of claim dated ~~24 June 2025~~ 26 April 2026 (**FASOC**), the Respondent says as follows:

Note:

A. Unless otherwise defined, capitalised terms have the meaning ascribed to them in the FASOC.

B. The pleadings in this defence are confined to the case as alleged in the FASOC in respect of the Applicants and the identified Group Members (Annalise Figueiredo and Helen Coles), and not the broader Group Members. Any non-response to allegations in the FASOC concerning Group Members other than the Applicants, Ms Figueiredo or Ms Coles, should therefore not be taken as an admission.

A. THE APPLICANTS

1. It does not know and therefore does not admit paragraph 1.

2. As to paragraph 2:

   (a) it admits that the First Applicant was a 'national system employee' within the meaning of sections 13 and 14 of the *Fair Work Act 2009* (Cth) (**FW Act**) within the period of 23 January 2019 to 20 April 2021;

(b) it admits that the Second Applicant was a 'national system employee' within the meaning of sections 13 and 14 of the FW Act within the period of 23 January 2019 to 8 May 2023; and

(c) it admits that the Third Applicant was a 'national system employee' within the meaning of sections 13 and 14 of the FW Act within the period of 23 January 2019 to 14 July 2023; and

(d) it otherwise does not admit paragraph 2 because it does not know.

3. It admits paragraph 3.

B. THE RESPONDENT

4. As to paragraph 4:

(a) it admits paragraph 4(a);

(b) as to paragraph 4(b), it says that at different times during the Relevant Period, it employed each of the Applicants and other persons within the categories set out in paragraph 1(b) of the FASOC to undertake work in stores operating under the brand name Lovisa; and

(c) as to paragraph 4(c), during the Relevant Period, to the extent it employed persons as referred to in paragraph 4(b) above, it was a national system employer within the meaning of the FW Act in respect of those persons; and

(a) it otherwise denies paragraph 4.

C THE APPLICANTS

C.1 Olivia Iob

5. Save that the contract of employment pursuant to which the Respondent employed the First Applicant was dated 20 October 2017, it otherwise admits paragraph 5.

Particulars

The contract of employment dated 20 October 2017 was in writing. A copy of the contract of employment may be inspected at the office of the solicitors for the Respondent.

6. It admits paragraph 6.

7. It does not know and therefore cannot admit paragraph 7.

8. As to paragraph 8:

   (a) it says that the duties performed by the First Applicant as Team Member were as set out in the relevant position description and in paragraph 3.1 of the Lovisa Enterprise Agreement 2014 (**2014 Agreement**);

Particulars

(i) The Team Member Position Description was in writing and signed by the First Applicant. A copy of the position description may be inspected at the office of the solicitors for the Respondent.

(ii) The 2014 Agreement was approved pursuant to the FW Act on 28 July 2014 by Commissioner Bull of the Fair Work Commission and is in writing. A copy of which may be inspected at the office of the solicitors for the Respondent.

   (b) insofar as those duties included those alleged in paragraph 8, it admits the paragraph; and

   (c) it otherwise denies paragraph 8.

9. It admits paragraph 9.

10. It denies paragraph 10 and says further that the First Applicant commenced in the part-time Store Manager C role at the Westfield Store on 2 October 2019.

11. Save that the contract of employment was dated 14 January 2020, it otherwise admits paragraph 11.

Particulars

The contract of employment dated 14 January 2020 was in writing. A copy of the contract of employment may be inspected at the office of the solicitors for the Respondent.

12. Save that the First Applicant commenced working in the role of Store Manager C at the Woodgrove store on 2 January 2020, it otherwise admits paragraph 12.

13. It admits paragraph 13.

14. It admits paragraph 14.

15. As to paragraph 15:

    (a) it says that the duties performed by the First Applicant as Store Manager were as set out in the relevant position description and in paragraph 3.1 of the 2014 Agreement;

    Particulars

    The Store Manager Position Description was in writing and signed by the Applicant on 22 January 2020. A copy of the position description may be inspected at the office of the solicitors for the Respondent.

    (b) insofar as those duties included those alleged in paragraph 15, it admits the paragraph; and

    (c) it otherwise denies paragraph 15.

16. As to paragraph 16, it says that:

    (a) save that the start and finish times listed in columns C and D of Table 1 of Schedule A to the FASOC represent the adjusted rostered times and do not represent the original roster times prepared by the Respondent, it otherwise admits those start and finish times other than in respect of the dates listed in Table 1 of Schedule A to this Defence;

    (b) the rostered start times and rostered finishing times on the dates listed in Table 1 of Schedule A to this Defence were as per the times set out in that table; and

    (c) it otherwise denies paragraph 16.

17. It denies paragraph 17 and says further that the First Applicant resigned from her employment with the Respondent in or around April 2021 and that her termination took effect on 20 April 2021.

C.2 Ayesha Kelso

18. It admits paragraph 18.

19. It denies paragraph 19 and says further that the Second Applicant commenced training on 5 October 2022 in the Tuggeranong Store and commenced working in the Canberra store on 10 October 2022.

20. As to paragraph 20:

(a) it says that the duties performed by the Second Applicant as Assistant Store Manager were as set out in the relevant position description and in paragraph 3.1 of the 2014 Agreement;

Particulars

The Assistant Store Manager Position Description was in writing and signed by the Applicant on 19 September 2022. A copy of the position description may be inspected at the office of the solicitors for the Respondent.

(b) insofar as those duties included those alleged in paragraph 20, it admits the paragraph; and

(c) it otherwise denies paragraph 20.

21. It admits paragraph 21.

22. Save that the Second Applicant commenced in the role of Store Manager B at the Belconnen Store on 10 January 2023, it otherwise admits paragraph 22.

23. It refers to and repeats paragraphs 15 and 20 above and otherwise denies paragraph 23.

24. Save to say that the start and finish times provided in columns C and D of Table 2 of Schedule A to the FASOC represent the adjusted rostered times and do not represent the original roster times prepared by the Respondent, it otherwise admits paragraph 24.

25. Save to say that the start and finish times provided in columns C and D of Table 2 of Schedule A to the FASOC represent the adjusted rostered times and do not represent the original roster times prepared by the Respondent, it otherwise admits paragraph 25.

26. Save that the date of resignation was 24 April 2023, it otherwise admits paragraph 26.

C.3 Finn Wesley (also known as Vivian Wesley)

27. ~~Save that it denies that the Third Applicant was employed to work at the Craigieburn Store and that she was instead employed to work at the Lovisa store in Broadmeadows (**Broadmeadows Store**), i~~It ~~otherwise~~ admits paragraph 27.

28. It denies paragraph 28 and says further that the Third Applicant commenced working in the Broadmeadows Store on 8 September 2022.

29. It refers to and repeats paragraph 8 above and otherwise denies paragraph 29.

30. Save to say that the start and finish times provided in columns C and D of Table 3 of Schedule A to the FASOC represent the adjusted rostered times and do not represent the original roster times prepared by the Respondent, it otherwise admits paragraph 30.

31. Save that the date of resignation was 9 July 2023, it admits paragraph 31.

D. 2014 AGREEMENT

D.1 Coverage and Application

32. It admits paragraph 32.

33. Save that the 2014 Agreement only covered and applied to the Applicants during the period they were employed by the Respondent within the 2014 Agreement Period, it otherwise admits paragraph 33.

D.2 Alleged 2014 Agreement Roster Breaches

34. It admits paragraph 34 and says further that in accordance with clause 4.2(a) of the 2014 Agreement, the roster was to be made available four (4) days in advance of the fortnightly pay period to which it applied.

35. As to paragraph 35, it:

    (a) says that it prepared rosters with respect to a particular week and made them available to employees two (2) weeks in advance of that week, the effect of which was that for any fortnightly pay period, employees had available to them a full roster of hours for that fortnightly pay period, at least seven (7) days (and in any event, more than four (4) days) in advance of that pay period; and

    (b) otherwise denies the paragraph.

36. It refers to and repeats paragraphs 34 and 35 above and otherwise denies paragraph 36.

37. It denies paragraph 37.

D.3 Alleged Unpaid Induction Training Breaches

38. It denies paragraph 38 and says further that in respect of the Second Applicant and the Third Applicant:

(a) the Respondent required them to review and sign off on various documents as a condition of accepting employment;

Particulars

This requirement was in writing and set out in the 'How to Fill out and Sign your Documents using Adobe' document and the 'Welcome Email', which were provided to new employees during the 2014 Agreement Period.

(b) the Respondent gave them access to the LOLA database to review various policies and other employment documents prior to, and as a necessary step in, the completion of the acceptance of their offer of employment;

Particulars

The Welcome Email says: "you will need to access LOLA as part of the onboarding process."

(c) none of the above actions constituted the performance of work, or the participation in Induction Training, by either of the Second or Third Applicants;

(d) no Induction Training was required prior to the commencement of employment; and

(e) any Induction Training that was required was done in-store during rostered working hours after employment had commenced.

39. It refers to and repeats paragraph 38 above, otherwise denies paragraph 39 and says further that while new employees were given access to LOLA upon being offered employment, Induction LOLA Modules were only required to be completed during rostered working hours after the commencement of employment.

40. It refers to and repeats paragraphs 38 and 39 above and otherwise denies paragraph 40.

41. As to paragraph 41, it says that:

(a) between 25 August 2022 and 7 September 2022, the Third Applicant completed Induction LOLA Modules online;

Particulars

The Third Applicant was logged into LOLA for the purposes of completing those Induction LOLA Modules, for various periods of time on 25 August 2022, 30 August 2022, 31 August 2022, 1 September 2022 and 7 September 2022.

(b) it refers to and repeats paragraphs 38 and 39 above and says that the Third Applicant was not directed or required by the Respondent to complete any of those Induction LOLA Modules prior to commencing Induction Training in-store on rostered shifts;

(c) by reason of the matters alleged in subparagraphs (a) and (b) above, the Third Applicant was not entitled to any payment for completing those Induction LOLA Modules in her own time; and

(d) it otherwise denies paragraph 41.

42. As to paragraph 42, it says that:

(a) between 25 September 2022 and 4 October 2022, the Second Applicant completed Induction LOLA Modules online;

Particulars

The Second Applicant was logged into LOLA for the purposes of completing those Induction LOLA Modules, for various periods of time on 25 September 2022 and 14 October 2022.

(b) it refers to and repeats paragraphs 38 and 39 above and says that the Second Applicant was not directed or required by the Respondent to complete any of those Induction LOLA Modules prior to commencing Induction Training in-store on rostered shifts;

(c) by reason of the matters alleged in subparagraphs (a) and (b) above, the Second Applicant was not entitled to any payment for completing those Induction LOLA Modules in her own time; and

(d) it otherwise denies paragraph 42.

43. It refers to and repeats paragraphs 38 and 39 above and otherwise denies paragraph 43.

44. It refers to and repeats paragraphs 38, 39 and 41 above and otherwise denies paragraph 44.

45. It refers to and repeats paragraphs 38, 39 and 42 above and otherwise denies paragraph 45.

46. It denies paragraph 46.

47. It denies paragraph 47.

48. It denies paragraph 48.

D.4 Alleged Overtime Breaches

D.4.1 Alleged Pre-Shift Work

49. [Paragraph 49 has been deleted.]

50. It denies paragraph 50.

51. It denies paragraph 51 and says further that apart from unlocking the door and turning on the lights, which was to occur simultaneously with the store opening, any start of day activities, including those alleged in paragraph 51, were required to be performed after store opening, usually in the first hour of trade.

52. As to paragraph 52, it:

    (a) admits that when the Applicants were rostered to open a store, they were generally rostered to commence work at the same time as when the store opened for trade;

    (b) says further that, on occasions where the need to perform work prior to opening the store arose (such as completing visual merchandising activities as required by "planograms"), the Applicants were rostered to commence work at 7.00am, prior to the store opening for trade; and

    (c) otherwise denies paragraph 52.

53. It denies paragraph 53.

54. It denies paragraph 54.

55. It refers to and repeats paragraph 51 above and otherwise denies paragraph 55.

56. As to paragraph 56, it:

(a) does not know and therefore does not admit that any of the Applicants attended shifts 15 to 30 minutes prior to their Rostered Start Time;

(b) says that insofar as any of them did, they were not directed or required by the Respondent to do so; and

(c) otherwise denies paragraph 56.

D.4.2 Alleged Post-Shift Work

57. As to paragraph 57, it:

(a) admits the paragraph insofar as it alleges that the relevant requirement was imposed upon the Applicants when they were rostered for a Lovisa store's closing shift; and

(b) otherwise denies paragraph 57.

58. Save to deny subparagraphs (e), (g) and (h), it otherwise admits paragraph 58.

59. It denies paragraph 59 and says further that:

(a) most end of day activities were routinely performed towards the end of each day's trade;

(b) most of those activities were intended to be performed during the last hour of trade; and

(c) if an employee was rostered to close a store at the end of a day's trade, they would be rostered for at least 15 minutes (and occasionally more) after the scheduled close of the store to allow completion of any end of day activities that were not completed during the last hour of trade.

60. It denies paragraph 60.

61. It denies paragraph 61.

62. As to paragraph 62, it:

(a) admits that where the Applicants were rostered to close a store, they were generally rostered for at least 15 minutes (and occasionally more) after closing time and were therefore generally required to remain at the store for up to 15 minutes after closing time;

(b) refers to and repeats paragraph 59 above; and

(c) otherwise denies paragraph 62.

63. As to paragraph 63, it:

(a) admits that where the Applicants were required, in the circumstances alleged in paragraph 62(a) above, to remain at the store for 15 minutes after closing time, they would remain at the store for up to 15 minutes after closing time;

(b) refers to and repeats paragraph 59 above; and

(c) it otherwise denies paragraph 63.

64. [Paragraph 64 has been deleted.]

65. [Paragraph 65 has been deleted.]

D.4.3 Alleged Additional Managerial Work on Rostered Days Off

66. It denies paragraph 66.

67. It denies paragraph 67.

68. As to paragraph 68, it:

(a) does not know and therefore does not admit that any of the Applicants performed any of the activities referred to in paragraph 67 on their rostered days off;

(b) says that insofar as any of them did, they were not directed or required by the Respondent to do so; and

(c) otherwise denies paragraph 68.

D.4.4 Alleged Training Outside of Rostered Hours

69. It denies paragraph 69 and says further that any mandatory training that the Applicants were required to complete via LOLA was to be completed in-store during rostered working hours.

70. It refers to and repeats paragraph 69 above and otherwise denies paragraph 70.

71. It refers to and repeats paragraph 69 above and otherwise denies paragraph 71.

72. It denies paragraph 72.

D.4.5 Alleged Unpaid Meal Breaks

73. [Paragraph 73 has been deleted.]

74. Save that it relies on the terms of clause 4.7 of the 2014 Agreement for their full effect, it otherwise admits paragraph 74.

75. ~~It denies~~As to paragraph 75:

(a) it objects to pleading to the paragraph on the basis that it is vague and embarrassing, lacking in adequate particulars as to the alleged requirement and is liable to being struck out;

Particulars

The paragraph pleads that the relevant employees were required to work, and worked, during "*some or all of their unpaid meal breaks*", with no particularity as to when those occasions were, whether it was some or all and in respect of whom.

(b) under cover of that objection:

(i) it does not know whether the Applicants were required to work, or worked, during some of their unpaid meal breaks in the 2014 Agreement Period on the unspecified occasions alleged because the allegation is too vague; and

(ii) it otherwise denies the paragraph.

76. As to paragraph 76:

(a) it objects to pleading to the paragraph on the basis that it is duplicitous and embarrassing and liable to being struck out; and

Particulars

The paragraph is pleaded in the alternative to paragraph 75. Yet, as paragraph 75 alleges that the relevant employees were required to work during unpaid meal breaks, which is particularised to include a supposed requirement that they be "on call", it is unclear how the allegations in paragraph 76 are different or alternative, or how the same employee could be working and on-call at the same time.

(b) under cover of that objection, ~~I~~it denies the paragraph ~~76~~.

77. Save that it admits that it did not pay the Applicants for unpaid meal breaks, it otherwise denies paragraph 77.

D.4.6 Paid Rest Breaks

78. [Paragraph 78 has been deleted.]

79. Save that it relies on the terms of clause 4.7 of the 2014 Agreement for their full effect, it otherwise admits paragraph 79.

80. ~~It denies~~As to paragraph 80:

(a) it objects to pleading to the paragraph on the basis that it is vague and embarrassing, lacking in adequate particulars as to the alleged requirement and is liable to being struck out;

Particulars

The paragraph pleads that the relevant employees were required to work, and worked, during "*some or all of their paid meal breaks*", with no particularity as to when those occasions were, whether it was some or all and in respect of whom.

(b) under cover of that objection:

(i) it does not know whether the Applicants were required to work, or worked, during some of their paid meal breaks in the 2014 Agreement Period because the allegation is too vague; and

(ii) it otherwise denies the paragraph.

81. As to paragraph 81:

(a) it objects to pleading to the paragraph on the basis that it is duplicitous and embarrassing and liable to being struck out; and

Particulars

The paragraph is pleaded in the alternative to paragraph 80. Yet, as paragraph 80 alleges that the relevant employees were required to work during unpaid meal breaks, which is particularised to include a supposed requirement that they be "on call", it is unclear how the allegations in paragraph 81 are different or

alternative, or how the same employee could be working and on-call at the same time.

(b) under cover of that objection, ~~I~~it denies the paragraph ~~81~~.

82. Save that it admits that it paid the Applicants at their ordinary hourly rate of pay for paid rest breaks, it otherwise denies paragraph 82.

D.5 Alleged Failure to Pay Overtime

D.5.1 Alleged 2014 Agreement Part-Time Pre-Shift Work

83. It denies paragraph 83.

84. It denies paragraph 84.

85. It denies paragraph 85.

86. It denies paragraph 86 and says further that the First Applicant and the Third Applicant were not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

87. It denies paragraph 87.

D.5.2 Alleged 2014 Agreement Full-Time Pre-Shift Work

88. It denies paragraph 88.

89. It denies paragraph 89.

90. It denies paragraph 90.

91. It denies paragraph 91 and says further that the First Applicant and the Second Applicant were not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

92. It denies paragraph 92.

D.5.3 Alleged 2014 Agreement Part-Time Post-Shift Work

93. It denies paragraph 93.

94. It denies paragraph 94.

95. It denies paragraph 95.

96. It denies paragraph 96 and says further that the First Applicant and the Third Applicant were not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

97. It denies paragraph 97.

D.5.4 Alleged 2014 Agreement Full-Time Post-Shift Work

98. It denies paragraph 98.

99. It denies paragraph 99.

100. It denies paragraph 100.

101. It denies paragraph 101 and says further that the First Applicant and the Second Applicant were not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

102. It denies paragraph 102.

D.5.5 Alleged 2014 Agreement Additional Managerial Work on Rostered Days Off (Part-Time Managers)

103. It denies paragraph 103.

104. It denies paragraph 104.

105. It denies paragraph 105.

106. It denies paragraph 106 and says further that the First Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

107. It denies paragraph 107.

D.5.6 Alleged 2014 Agreement Additional Managerial Work on Rostered Days Off (Full-Time Managers)

108. It denies paragraph 108.

109. It denies paragraph 109.

110. It denies paragraph 110.

111. It denies paragraph 111 and says further that the First Applicant and the Second Applicant were not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

112. It denies paragraph 112.

D.5.7 Alleged 2014 Agreement Training Outside of Rostered Hours (Part-Time)

113. It denies paragraph 113.

114. It denies paragraph 114.

115. It denies paragraph 115.

116. It denies paragraph 116 and says further that the First Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

(b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

117. It denies paragraph 117.

D.5.8 Alleged 2014 Agreement Training Outside of Rostered Hours (Full-Time)

118. It denies paragraph 118.

119. It denies paragraph 119.

120. It denies paragraph 120.

121. It denies paragraph 121 and says further that the First Applicant was not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

122. It denies paragraph 122.

D.5.9 Alleged 2014 Agreement Work during Meal Breaks (Part-Time)

123. It denies paragraph 123.

124. It denies paragraph 124.

125. It denies paragraph 125.

126. It denies paragraph 126 and says further that the First Applicant was not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

127. It denies paragraph 127.

128. It denies paragraph 128.

129. It denies paragraph 129.

D.5.10 Alleged 2014 Agreement Work during Meal Breaks (Full-Time)

130. It denies paragraph 130.

131. It denies paragraph 131.

132. It denies paragraph 132.

133. It denies paragraph 133 and says further that the First Applicant and the Second Applicant were not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

134. It denies paragraph 134.

135. It denies paragraph 135.

136. It denies paragraph 136.

D.5.11 Alleged 2014 Agreement Work during Rest Breaks (Part-Time)

137. It denies paragraph 137.

138. It denies paragraph 138.

139. It denies paragraph 139.

140. It denies paragraph 140 and says further that the First Applicant and the Third Applicant were not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

141. It denies paragraph 141.

142. It denies paragraph 142.

143. It denies paragraph 143.

D.5.12 Alleged 2014 Agreement Work during Rest Breaks (Full-Time)

144. It denies paragraph 144.

145. It denies paragraph 145.

146. It denies paragraph 146.

147. It denies paragraph 147 and says further that the First Applicant and the Second Applicant were not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, it was not approved by the relevant Applicant's line manager prior to its commencement, within the meaning of clause 4.6(c) of the 2014 Agreement.

148. It denies paragraph 148.

149. It denies paragraph 149.

150. It denies paragraph 150.

D.6 Alleged 2014 Agreement Unpaid Hours

151. It denies paragraph 151.

152. It denies paragraph 152.

153. It denies paragraph 153.

D.7 Alleged 2014 Agreement Failure to Pay Travel Allowance

154. Save to admit that during the 2014 Agreement Period, the First Applicant and the Second Applicant respectively travelled outside of their normal travel to and from their designated Lovisa store (in the case of the Second Applicant, in the circumstances particularised), it otherwise denies paragraph 154.

155. As to paragraph 155, it:

    (a) cannot admit that the First Applicant and the Second Applicant were requested to perform the travel alleged in paragraph 154 because it does not know;

(b) says further that, in any event, each of the First Applicant and Second Applicant wanted to work in the relevant other Lovisa store, within the meaning of clause 6.9(a) of the 2014 Agreement; and

(c) otherwise denies paragraph 155.

156. It refers to and repeats paragraph 155 above and otherwise denies paragraph 156.

157. As to paragraph 157, it says that:

(a) it admits that the First Applicant and the Second Applicant were not paid a travel allowance;

(b) in respect of the travel undertaken by the Second Applicant, the travel allowance in clause 6.9 of the 2014 Agreement was otherwise not payable in any event because public transport was available for the travel; and

Particulars

(i) Clause 6.8(c) of the 2014 Agreement provided that the Travel Allowance was only payable where public transport was not available.

(ii) At all material times, there was a publicly operated bus service from Canberra to Tuggeranong.

(c) it otherwise denies paragraph 157 and says further that the travel allowance was not payable under clause 6.9 of the 2014 Agreement:

(i) to either the First Applicant or the Second Applicant in the circumstances pleaded in paragraph 154-156 above; and

(ii) in respect of the Second Applicant also in the circumstances pleaded in paragraph 157(b) above.

158. It denies paragraph 158.

159. [Paragraph 159 has been deleted.]

160. [Paragraph 160 has been deleted.]

161. [Paragraph 161 has been deleted.]

162. [Paragraph 162 has been deleted.]

~~**D.8 Ms Iob's Alleged Shortfall in Pay**~~

163. ~~It admits paragraph 163.~~[Paragraph 163 has been deleted.]

164. ~~It admits paragraph 164 and says further that:~~[Paragraph 164 has been deleted.]

~~(a) the payment of the incorrect rate of pay was an administrative error;~~

~~(b) the Respondent became aware of the administrative error on 4 February 2020;~~

~~(c) a back pay form was submitted by Ms Melissa Cairns (the First Applicant's Line Manager) to the Respondent's Payroll Team on 6 February 2020; and~~

~~(d) the Respondent rectified the breach by paying the First Applicant an amount equal to the difference between the correct rate of pay and the incorrect rate of pay on 12 February 2020.~~

~~**Particulars**~~

~~On 12 February 2020, the Respondent paid the First Applicant a gross amount of $303.15, and a payslip was provided for the back payment. The payslip was in electronic form and was made available to the First Applicant through Preceda.~~

165. ~~It denies paragraph 165.~~[Paragraph 165 has been deleted.]

D.9 ~~Ms Iob's Alleged~~2014 Agreement Roster Breaches

165A. Save that it relies on the terms of clause 4.3 of the 2014 Agreement for their full effect, it otherwise admits paragraph 165A.

165B. It denies paragraph 165B.

165C. Save that it relies on the terms of clause 4.3 of the 2014 Agreement for their full effect, it otherwise admits paragraph 165C.

165D. It denies paragraph 165D.

165DA. On the basis that the so-called 2014 Agreement Work Outside of Roster Conditions refers only to the matters pleaded in paragraphs 165A-165D and Column I of Schedule A, ~~I~~it denies paragraph 165DA.

165DB. It denies paragraph 165DB, and refers to and repeats paragraph 165DA.

165DC. It denies paragraph 165DC, and refers to and repeats paragraph 165DA.

165DD. It denies paragraph 165DD, refers to and repeats paragraph 165DA, and says further and alternatively that the meaning of overtime within clause 4.6(a) of the 2014 Agreement, properly construed, did not include work performed pursuant to a roster of less than 3 hours (or less than 2 hours in the case of training or stocktake).

165DE. It denies paragraph 165DE.

165E. ~~It denies paragraph 165E.~~[Paragraph 165E has been deleted.]

165F. ~~It denies paragraph 165F.~~[Paragraph 165F has been deleted.]

D.10 Further Hours of Work Breaches

165H. It denies paragraph 165H, and says further that:

(a) in respect of the fortnights from 9 December 2019 to 22 December 2019 and 23 December 2019 to 5 January 2020, the First Applicant and the Respondent entered into an individual flexibility arrangement (**IFA**) on 24 October 2019 (**2019 Iob IFA**), which varied the operation of clauses 4.3(a), 4.3(d) and 4.6(d) of the 2014 Agreement such that the First Applicant agreed to work ordinary hours up to a maximum of 6 days and 50 hours per week;

Particulars

The IFA was in writing and signed by the First Applicant on 24 October 2019.
The 2019 Iob IFA applied from 25 November 2019 to 5 January 2020.

(b) in respect of the fortnights from 23 November 2020 to 6 December 2020 and 7 December 2020 to 20 December 2020, the First Applicant and the Respondent entered into an IFA on 21 October 2020 (**2020 Iob IFA**), which varied the operation of clause 4.6(b) such that the First Applicant agreed to work ordinary hours up to a maximum of 6 days and 50 hours per week;

Particulars

The IFA was in writing and signed by the First Applicant on 21 October 2020.
The 2020 Iob IFA applied from 23 November 2020 to 3 January 2021.

(c) in respect of the fortnight 6 January 2020 to 19 January 2020, the First Applicant worked 71.75 ordinary hours, the total of which does not include any unpaid breaks;

(d) in respect of the fortnight 2 March 2020 to 15 March 2020, the First Applicant took 3.5 hours of personal leave on 12 March 2020 but was paid, in error, for 8 hours of personal leave and the processing of such personal leave created a duplicate or "phantom shift" in error;

(e) in respect of the fortnights 26 October 2020 to 8 November 2020, 9 November 2020 to 22 November 2020 and 4 January 2021 to 17 January 2021, the First Applicant worked 75.13, 75 and 74.5 ordinary hours respectively, but was paid for 76 ordinary hours for each of these fortnights and the Applicant took personal leave and/or leave without pay during these fortnights, which created a duplicate or "phantom shift" for each period of leave processed in error;

(f) in respect of the fortnights 1 March 2021 to 14 March 2021 and 29 March 2021 to 11 April 2021, the First Applicant was paid for public holidays on days that she was not rostered to work on in accordance with clause 4.8(b) of the 2014 Agreement; and

(g) Schedule B does not make any allegations in respect of the Second Applicant in the 2014 Agreement Period, nor does it make any allegations that any employee worked more than 10 days during fortnightly roster cycles.

165I. It denies paragraph 165I, and says further that, in order for the First Applicant (assuming the reference to the Second Applicant also is a mistake) to have performed work outside of her ordinary fortnightly hours, she would have needed to actually perform the work, not just be rostered to do so, and it otherwise refers to and repeats paragraph 165H above.

165J. It denies paragraph 165J, and says further that, in order for the First Applicant (and assuming the reference to the Second Applicant also is a mistake) to have worked outside of the conditions in Part 4 of the 2014 Agreement, she would have needed to actually perform the work, not just be rostered to do so, and it otherwise refers to and repeats paragraph 165H above.

165L. It denies paragraph 165L, and refers to and repeats paragraph 165H above.

165M. It denies paragraph 165M, and refers to and repeats paragraph 165H above.

165N. It denies paragraph 165N, and refers to and repeats paragraph 165H above.

165O. It denies paragraph 165O.

E. 2022 AGREEMENT

E.1 Coverage and Application

166. It admits paragraph 166.

167. Save that the Lovisa Enterprise Agreement 2022 (**2022 Agreement**) only covered and applied to the Second Applicant during the period she was employed by the Respondent within the 2022 Agreement Period, it otherwise admits paragraph 167.

E.2 Alleged 2022 Agreement Roster Breaches

168. It admits paragraph 168 and says further that in accordance with clause 4.2(a) of the 2022 Agreement, the roster was to be made available four (4) days in advance of the fortnightly pay period to which it applied.

169. As to paragraph 169, it:

    (a) says that it prepared rosters with respect to a particular week and made them available to employees two (2) weeks in advance of that week, the effect of which was that, for any fortnightly pay period, employees had available to them a full roster of hours for that fortnightly pay period, seven (7) days (and in any event more than four (4) days) in advance of that pay period; and

    (b) otherwise denies paragraph 169.

170. It refers to and repeats paragraphs 168 and 169 above and otherwise denies paragraph 170.

171. It denies paragraph 171.

E.3 Alleged Unpaid Induction Training Breaches

171A. Save that it employed Ms Figueiredo between 17 September 2024 and 28 May 2025, it otherwise admits paragraph 171A.

Particulars

(iii) The contract of employment dated 28 August 2024 was in writing. A copy of the contract of employment may be inspected at the office of the solicitors for the Respondent.

(iv) Ms Figueiredo resigned from her employment with the Respondent on 14 May 2025, effective 28 May 2025.

172. It denies paragraph 172 and says further that, in respect of Ms Figueiredo:

(a) the Respondent required her to review and sign off on various documents as a condition of accepting employment;

Particulars

The requirement was in writing and set out in the 'How to Fill out and Sign your Documents using Adobe' document and the 'Welcome Email', which were provided to new employees during the 2022 Agreement Period.

(b) the Respondent gave her access to the LOLA database to review various policies and other employment documents prior to, and as a necessary step in, the completion of the acceptance of their offer of employment;

Particulars

The Welcome Email says "you will need to access LOLA as part of the onboarding process."

(c) none of the above actions constituted the performance of work, or the participation in Induction Training, by Ms Figueiredo;

(d) no Induction Training was required prior to the commencement of employment; and

(e) any Induction Training that was required, was done in-store during rostered working hours after employment had commenced.

173. It refers to and repeats paragraph 172 above, otherwise denies paragraph 173 and says further that while new employees were given access to LOLA upon being offered employment, Induction LOLA Modules were only required to be completed during rostered working hours after the commencement of employment.

174. It refers to and repeats paragraphs 172 and 173 above and otherwise denies paragraph 174.

175. It denies paragraph 175.

176. It denies paragraph 176.

177. It denies paragraph 177.

178. It denies paragraph 178.

E.4 Alleged Overtime Breaches

E.4.1 Alleged Pre-Shift Work

179. It denies paragraph 179.

180. It denies paragraph 180 and says further that, apart from unlocking the door and turning on the lights, which was to occur simultaneously with the store opening, any start of day activities, including those alleged in paragraph 180, were required to be performed after store opening, usually in the first hour of trade.

181. As to paragraph 181, it:

    (a) admits that when the Second and Third Applicants were rostered to open a store, they were generally rostered to commence work at the same time as when the store opened for trade;

    (b) says further that, on occasions where the need to perform work prior to opening the store arose (such as completing visual merchandising activities as required by "planograms"), the Second and Third Applicants were rostered to commence work at 7.00am, prior to the store opening for trade; and

    (c) otherwise denies paragraph 181.

182. It denies paragraph 182.

183. It denies paragraph 183.

184. It refers to and repeats paragraph 180 above and otherwise denies paragraph 184.

185. As to paragraph 185, it:

    (a) does not know and therefore does not admit that any of the Applicants attended shifts 15 to 30 minutes prior to their Rostered Start Time;

    (b) says that insofar as any of them did, they were not directed or required by the Respondent to do so; and

    (c) otherwise denies paragraph 185.

186. [Paragraph 186 has been deleted.]

187. [Paragraph 187 has been deleted.]

E.4.2 Alleged Post-Shift Work

188. As to paragraph 188, it:

    (a) admits the paragraph insofar as it alleges that the relevant requirement was imposed upon the Second and Third Applicants when they were rostered for a Lovisa store's closing shift; and

    (b) otherwise denies paragraph 188.

189. Save to deny subparagraphs (e), (g) and (h) of paragraph 58, it otherwise admits paragraph 189.

190. It denies paragraph 190 and says further that:

    (a) most of the end of day activities were routinely performed towards the end of each day's trade;

    (b) most of those activities were intended to be performed during the last hour of trade; and

    (c) if an employee was rostered to close a store at the end of a day's trade they were rostered for at least 15 minutes (and occasionally more) after the scheduled close of the store to allow completion of any end of day activities that were not completed during the last hour of trade.

191. It denies paragraph 191.

192. It denies paragraph 192.

193. As to paragraph 193, it:

    (a) admits that where the Second Applicant or Third Applicant was rostered to close a store, they were generally rostered for at least 15 minutes (and occasionally more) after closing time, and were therefore generally required to remain at the store for up to 15 minutes after closing time;

    (b) refers to and repeats paragraph 190 above; and

(c) otherwise denies paragraph 193.

194. As to paragraph 194, it:

(a) admits that where the Second Applicant or the Third Applicant was required, in the circumstances alleged in paragraph 193(a) above, to remain at the store for 15 minutes after closing time, they would remain at the store for up to 15 minutes after closing time;

(b) refers to and repeats paragraph 190 above; and

(c) otherwise denies paragraph 194.

195. [Paragraph 195 has been deleted.]

196. [Paragraph 196 has been deleted.]

E.4.3 Additional Managerial Work on Rostered Days Off

197. It denies paragraph 197.

198. It denies paragraph 198.

199. As to paragraph 199, it:

(a) does not know and therefore does not admit that any of the Applicants performed any of the activities referred to in paragraph 198 on their rostered days off;

(b) says that insofar as any of them did, they were not directed or required by the Respondent to do so; and

(c) otherwise denies paragraph 199.

E.4.4 Training Outside of Rostered Hours

200. It denies paragraph 200 and says further that any mandatory training that the Second Applicant or the Third Applicant were required to complete via LOLA was to be completed in-store during rostered working hours.

201. It refers to and repeats paragraph 200 above and otherwise denies paragraph 201.

202. It refers to and repeats paragraph 200 above and otherwise denies paragraph 202.

203. It denies paragraph 203.

E.4.5 Alleged Unpaid Meal Breaks

204. [Paragraph 204 has been deleted.]

205. Save that it relies on the terms of clause 4.6 of the 2022 Agreement for their full effect, it otherwise admits paragraph 205.

206. ~~It denies~~As to paragraph 206:

(a) it objects to pleading to the paragraph on the basis that it is vague and embarrassing, lacking in adequate particulars as to the alleged requirement and is liable to being struck out; and

Particulars

The paragraph pleads that the relevant employees were required to work, and worked, during "*some or all of their unpaid meal breaks*", with no particularity as to when those occasions were, whether it was some or all and in respect of whom.

(b) under cover of that objection:

(i) it does not know whether the Second Applicant and the Third Applicant were required to work, or worked, during some of their unpaid meal breaks in the 2022 Agreement Period on the unspecified occasions alleged because the allegation is too vague; and

(ii) it otherwise denies the paragraph.

207. ~~It denies~~As to paragraph 207:

(a) it objects to pleading to the paragraph on the basis that it is duplicitous and embarrassing and liable to being struck out; and

Particulars

The paragraph is pleaded in the alternative to paragraph 206. Yet, as paragraph 206 alleges that the relevant employees were required to work during unpaid meal breaks, which is particularised to include a supposed requirement that they be "on call", it is unclear how the allegations in paragraph 207 are different or alternative, or how the same employee could be working and on-call at the same time.

(b) under cover of that objection, it denies the paragraph.

208. Save that it admits that it did not pay the Second Applicant and the Third Applicant for unpaid meal breaks, it otherwise denies paragraph 208.

E.4.6 Paid Rest Breaks

209. [Paragraph 209 has been deleted.]

210. Save that it relies on the terms of clause 4.6 of the 2022 Agreement for their full effect, it otherwise admits paragraph 210.

211. ~~It denies~~As to paragraph 211:

(a) it objects to pleading to the paragraph on the basis that it is vague and embarrassing, lacking in adequate particulars as to the alleged requirement and is liable to being struck out; and

Particulars

The paragraph pleads that the relevant employees were required to work, and worked, during "*some or all of their unpaid meal breaks*", with no particularity as to when those occasions were, whether it was some or all and in respect of whom.

(b) under cover of that objection:

(i) it does not know whether the Second Applicant and the Third Applicant were required to work, or worked, during some of their unpaid meal breaks in the 2022 Agreement Period on the unspecified occasions alleged because the allegation is too vague; and

(ii) it otherwise denies the paragraph.

212. ~~It denies~~As to paragraph 212:

(a) it objects to pleading to the paragraph on the basis that it is duplicitous and embarrassing and liable to being struck out; and

Particulars

The paragraph is pleaded in the alternative to paragraph 211. Yet, as paragraph 211 alleges that the relevant employees were required to work during unpaid

meal breaks, which is particularised to include a supposed requirement that they be "on call", it is unclear how the allegations in paragraph 212 are different or alternative, or how the same employee could be working and on-call at the same time.

(b) under cover of that objection, it denies the paragraph.

213. Save that it admits that it paid the Applicants at their ordinary hourly rate of pay for paid meal breaks, it otherwise denies paragraph 213.

E.5 Alleged Failure to pay overtime

E.5.1 Alleged 2022 Agreement Pre-Shift Work (Part-Time)

214. It denies paragraph 214.

215. It denies paragraph 215.

216. It denies paragraph 216 and says further that the Third Applicant was not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, the Third Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

217. It denies paragraph 217.

E.5.2 2022 Agreement Pre-Shift Work (Full-Time)

218. It denies paragraph 218.

219. It denies paragraph 219.

220. It denies paragraph 220 and says further that the Second Applicant was not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, the Second Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

221. It denies paragraph 221.

E.5.3 2022 Agreement Post-Shift Work (Part-Time)

222. It denies paragraph 222.

223. It denies paragraph 223.

224. It denies paragraph 224 and says further that the Third Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Third Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

225. It denies paragraph 225.

E.5.4 Alleged 2022 Agreement Post-Shift Work (Full-Time)

226. It denies paragraph 226.

227. It denies paragraph 227.

228. It denies paragraph 228 and says further that the Second Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Second Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

229. It denies paragraph 229.

E.5.5 Alleged 2022 Agreement Additional Managerial Work (Part-Time)

229A. Save that Ms Coles was employed between 10 October 2022 and 15 March 2025, it otherwise admits paragraph 229A.

Particulars

(i) The contract of employment dated 3 October 2022 was in writing. A copy of the contract of employment may be inspected at the office of the solicitors for the Respondent.

(ii) Ms Coles resigned from her employment with the Respondent on 28 February 2025, effective 15 March 2025.

230. It denies paragraph 230.

231. It denies paragraph 231.

232. It denies paragraph 232 and says further that Ms Coles was not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, Ms Coles was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

233. It denies paragraph 233.

E.5.6 Alleged 2022 Agreement Additional Managerial Work (Full-Time)

234. It denies paragraph 234.

235. It denies paragraph 235.

236. It denies paragraph 236 and says further that the Second Applicant was not paid for any of the alleged overtime because:

(a) that overtime was not performed; or in the alternative

(b) if it was performed, the Second Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

237. It denies paragraph 237.

E.5.7 Alleged 2022 Agreement Training Outside of Rostered Hours (Part-Time)

238. It denies paragraph 238.

239. It denies paragraph 239.

240. It denies paragraph 240 and says further that the Third Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Third Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

241. It denies paragraph 241.

E.5.8 Alleged 2022 Agreement Training Outside of Rostered Hours (Full-Time)

242. It denies paragraph 242.

243. It denies paragraph 243.

244. It denies paragraph 244 and says further that the Second Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Second Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

245. It denies paragraph 245.

E.5.9 Alleged 2022 Agreement Work during Meal Breaks (Part-Time)

246. It denies paragraph 246.

247. It denies paragraph 247.

248. It denies paragraph 248 and says further that the Third Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Third Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

249. It denies paragraph 249.

250. It denies paragraph 250.

251. It denies paragraph 251.

E.5.10 Alleged 2022 Agreement Work during Meal Breaks (Full-Time)

252. It denies paragraph 252.

253. It denies paragraph 253.

254. It denies paragraph 254 and says further that the Second Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Second Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

255. It denies paragraph 255.

256. It denies paragraph 256.

257. It denies paragraph 257.

E.5.11 Alleged 2022 Agreement Work during Rest Breaks (Part-Time)

258. It denies paragraph 258.

259. It denies paragraph 259.

260. It denies paragraph 260 and says further that the Third Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Third Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

261. It denies paragraph 261.

262. It denies paragraph 262.

263. It denies paragraph 263.

E.5.12 Alleged 2022 Agreement Work during Rest Breaks (Full-Time)

264. It denies paragraph 264.

265. It denies paragraph 265.

266. It denies paragraph 266 and says further that the Second Applicant was not paid for any of the alleged overtime because:

    (a) that overtime was not performed; or in the alternative

    (b) if it was performed, the Second Applicant was not required to do so by the Respondent, within the meaning of clause 4.5(a) of the 2022 Agreement.

267. It denies paragraph 267.

268. It denies paragraph 268.

269. It denies paragraph 269.

E.6 Alleged 2022 Agreement Unpaid Hours

270. It denies paragraph 270.

271. It denies paragraph 271.

272. It denies paragraph 272.

E.7 Alleged 2022 Agreement Failure to Pay Travel Allowance

273. As to paragraph 273, it:

    (a) admits that during the 2022 Agreement Period, the Second Applicant travelled outside of her normal travel to and from her designated Lovisa store;

    (b) cannot admit that the Second Applicant was required to perform the travel alleged in paragraph 273 because it does not know; and

    (c) otherwise denies paragraph 273.

274. As to paragraph 274, it:

    (a) admits that the travel was outside of the Second Applicant's normal travel to and from work;

(b) cannot admit that the Second Applicant was requested to perform the travel because it does not know;

(c) says further that, in any event, the Second Applicant wanted to work in the relevant other Lovisa store, within the meaning of clause 6.10(a) of the 2022 Agreement; and

(d) otherwise denies paragraph 274.

275. It refers to and repeats paragraph 274 above and otherwise denies paragraph 275.

276. Save to admit that the Second Applicant was not paid a travel allowance, it otherwise denies paragraph 276 and says further that the travel allowance was not payable under clause 6.10(a) of the 2022 Agreement in the circumstances.

277. It denies paragraph 277.

E.8 Alleged 2022 Agreement Special Clothing Allowance Claim

278. It admits paragraph 278 and says further that the Lovisa jewellery required to be worn during shifts was supplied by the Respondent for use by the Second and Third Applicants, and the Second and Third Applicants were not required to purchase the Lovisa jewellery to wear.

Particulars

The Lovisa jewellery was supplied for employees' use inside a "Team Pieces" box kept in-store.

279. It denies paragraph 279.

280. As to paragraph 280, it:

(a) does not know and therefore does not admit that any of the Applicants purchased dress shoes or Lovisa jewellery as alleged;

(b) says that insofar as any of them did, they were not directed or required by the Respondent to do so; and

(c) otherwise denies paragraph 280.

281. It denies paragraph 281.

282. Save to admit that it did not reimburse the Second or Third Applicants as alleged, it refers to and repeats paragraphs 278-281 above and otherwise denies paragraph 282.

283. It denies paragraph 283.

E.9 Alleged 2022 Agreement Higher Duties Allowance

284. It denies paragraph 284 and says further that:

(a) the Second Applicant did not perform the duties of the role of Regional Manager on the occasions alleged;

(b) further or alternatively:

(i) properly construed, clause 3.8(a) of the 2022 Agreement requires that where employees perform the duties of a higher classification which classification is itself provided for under the 2022 Agreement, the Respondent must pay the employee at the rates provided for in the 2022 Agreement of that higher classification for that work;

(ii) at the time alleged, the Second Applicant was a Store Manager;

(iii) the alleged higher duties were her performance of the duties of a Regional Manager role;

(iv) the Regional Manager role was not a role covered by, and did not have a classification, nor rate of pay, within, the 2022 Agreement;

(v) as such, the duties of the Regional Manager role do not carry a higher rate of pay as they are not covered by the 2022 Agreement and there is no Regional Managers' rate of pay; and

(vi) accordingly, even if the Second Applicant had performed the duties of a Regional Manager (which is denied), there would be no entitlement to higher duties payments under clause 3.8(a) of the 2022 Agreement.

285. It refers to and repeats paragraph 284 above and otherwise denies paragraph 285.

286. It denies paragraph 286.

E.10 Alleged 2022 Agreement Failure to Provide 12-hour Break between Shifts

287. Save that it relies upon the terms of clause 4.3 of the 2022 Agreement for their full effect, it otherwise admits paragraph 287 and says further that:

(a) in accordance with clause 4.3(g) of the 2022 Agreement, the break could be 10 hours where mutually agreed;

(b) on 20 October 2022, the Second Applicant entered into an IFA ~~individual flexibility agreement~~ pursuant to clause 6.3 of the 2022 Agreement ~~(**IFA**)~~ in which the Respondent and the Second Applicant agreed to the break between shifts being 10 hours; and

Particulars

The IFA was in writing and signed by the Second Applicant on 20 October 2022.

(c) on 13 October 2022, the Third Applicant entered into an IFA in which the Respondent and the Third Applicant agreed to the break between shifts being 10 hours.

Particulars

The IFA was in writing and signed by the Third Applicant on 13 October 2022.

288. It admits paragraph 288, refers to and repeats paragraph 287 above and says further that on no occasion were either the Second Applicant or the Third Applicant rostered to work a shift with less than a 10 hour break in between the completion of one day's work and the commencement of the next day's work.

289. ~~It refers to and repeats paragraphs 287 and 288 above and otherwise denies paragraph 289.~~[Paragraph 289 has been deleted.]

290. ~~It denies paragraph 290.~~[Paragraph 290 has been deleted.]

290A. It denies paragraph 290A.

290B. It denies paragraph 290B.

290C. It denies paragraph 290C.

290D. It denies paragraph 290D.

E.11 Further Hours of Work Breaches

290E. It denies paragraph 290E and says further that:

(a) in respect of the fortnights from 21 November 2022 to 4 December 2022 and 19 December 2022 to 1 January 2023, the Second Applicant and the Respondent

entered into an IFA on 20 October 2022 (**2022 Kelso IFA**), which varied the operation of clause 4.5(a)(i) of the 2022 Agreement such that the Second Applicant agreed to work ordinary hours up to a maximum of 6 days and 50 hours per week;

Particulars

The IFA was in writing and signed by the Second Applicant on 20 October 2022. The 2022 Kelso IFA applied from 21 November 2022 to 1 January 2023.

(b) in respect of the fortnights 2 January 2023 to 15 January 2023, 16 January 2023 to 29 January 2023 and 13 February 2023 to 26 February 2023, the Second Applicant worked 75.25, 76 and 75.25 ordinary hours respectively, but was paid for 76 ordinary hours for each of these fortnights;

(c) in respect of the fortnights 27 February 2023 to 12 March 2023, 13 March 2023 to 26 March 2023 and 10 April 2023 to 23 April 2023, the Second Applicant worked 76.2, 77.18 and 76 ordinary hours respectively, and was paid overtime for all hours worked in addition to 76 hours for each of these fortnights; and

(d) Schedule B does not make any allegations that any employee worked more than 10 days during fortnightly roster cycles or more than 9 ordinary hours per day more than once a week.

290F. It denies paragraph 290F, and says further that, in order for the Second Applicant to have performed work outside of her ordinary fortnightly hours, she would have needed to actually perform the work, not just be rostered to do so, and it otherwise refers to and repeats paragraph 290E above.

290G. It denies paragraph 290G, and says further that none of the circumstances pleaded in paragraphs 290G(a), (b) or (c) constituted the Second Applicant working outside the span of hours set out in clause 4.3 of the 2022 Agreement.

290H. It denies paragraph 290H, and refers to and repeats paragraphs 290E and 290G above.

290I. It denies paragraph 290I, and refers to and repeats paragraphs 290E and 290G above.

290J. It denies paragraph 290J.

E.12 2022 Agreement Regular Pattern of Work Contravention

290K. Save that it relies upon the terms of clause 2.3(a) of the 2022 Agreement for its full effect, it otherwise admits paragraph 290K and says further that:

(a) in accordance with clause 2.3(c) of the 2022 Agreement, the regular pattern of work could be varied in writing before the varied hours commence and such a variation in writing may be made by electronic means; and

(b) such variation occurred by way of a discussion with the employee and their line manager that was later confirmed by way of publication of a new roster, which constituted the variation in writing.

290L. It denies paragraph 290L.

290M. It denies paragraph 290M.

290N. It denies paragraph 290N.

F. ALLEGED FAILURE TO KEEP ACCURATE RECORDS

291. It denies paragraph 291 and says further that to the extent that the Respondent used an IT platform called 'Etivity', it ceased such use before the commencement of the Relevant Period.

292. It denies paragraph 292 and says further that throughout the Relevant Period:

(a) the Respondent used a time recording system called 'Kronos';

(b) the Kronos system was accessible to employees through a Honeywell device in store;

(c) employees were required to record the time they commenced work on each shift by 'clocking in' on Kronos at the commencement of work; and

(d) employees were required to record the time they finished work on each shift by 'clocking out' on Kronos at the cessation of work.

Particulars

The requirement to clock in at the commencement of work and clock out at the cessation of work was in writing and set out in the "Lovisa Kronos Guide", the "Team Member Kronos Dimensions Guide" and the "Kronos Guide – How to Punch In and Out" video.

293. It denies paragraph 293.

294. It denies paragraph 294.

295. It admits paragraph 295.

296. It denies paragraph 296.

297. It denies paragraph 297.

G. ALLEGED KEEPING OF FALSE AND MISLEADING RECORDS

298. It denies paragraph 298.

299. It denies paragraph 299.

H. ALLEGED FAILURE TO PROVIDE INSPECTION OF RECORDS

300. It admits paragraph 300.

301. It admits paragraph 301.

302. As to paragraph 302:

    (a) it admits that it received a request from the Applicants' solicitors on 26 February 2024 for records of a number of its employees (including the First Applicant, but not the Second or Third Applicants), which request was then reiterated in correspondence from those solicitors on 15 March 2024, 23 April 2024 and 4 June 2024;

    (b) it admits that that request included a request for the production of records relating to overtime performed by the First Applicant of the kind pleaded in paragraph 295 of the FASOC;

    (c) it admits that the first of the requests, on 26 February 2024, requested production of "*Any correspondence or documentation varying the terms of any of the above records*", but denies that that request included a request for any IFAs applying to the First Applicant (or at all); and

    (d) it otherwise denies paragraph 302.

303. It denies paragraph 303 and says further that the Respondent complied with its obligation to make available, relevantly, the employee records concerning overtime requested in relation to the First Applicant, and that no other relevant request for employee records was made.

Particulars

(i) See paragraph 302 above.

(ii) The records were made available in a letter from the Respondent's lawyers, Clayton Utz, dated 12 March 2024.

304. It denies paragraph 304.

I. APPLICATION OF SECTION 557C

305. It admits paragraph 305.

306. It denies paragraph 306 and says further that:

(a) insofar as the alleged contraventions of s 535(3) and reg 3.42(1) are concerned, s 557C could only have application in this proceeding in respect of contraventions regarding overtime hours allegedly worked by the First Applicant, as she is the only party to the proceeding in respect of whom a request for employee records was alleged to have been made; and

(b) so far as the alleged contraventions of s 535(1) and reg 3.34 are concerned, relating to the alleged failure to pay the Applicants for the overtime they performed:

(i) in order to invoke the reverse onus in s 557C(1), the Applicants would first need to establish non-compliance with s 535(1) of the FW Act in relation to each alleged overtime contravention, by proving that an overtime record was required to be made and kept under reg 3.34 but was not;

(ii) in order to establish such non-compliance, the Applicants would be required to prove in respect of each alleged overtime contravention, that the overtime alleged to have been worked was actually worked; and

(iii) by reason of the matters alleged herein, the Applicants have not proven the performance of any overtime actually worked, for which there are any non-compliant employee records.

J. ALLEGED SERIOUS CONTRAVENTIONS

307. It denies paragraph 307.

308. It denies paragraph 308.

309. It denies paragraph 309.

310. It denies paragraph 310.

311. It denies paragraph 311.

K. RELIEF CLAIMED

312. The Respondent denies that the Applicants are entitled to any of the relief claimed in paragraphs 312-316 of the FASOC, or in the prayers for relief, or are otherwise entitled to any other relief.

313. Further to paragraph 312 above, and regarding paragraph 165H above:

    (a) The First Applicant was paid $194.02 (gross) for personal leave on 12 March 2020, being 8 hours at what was then her ordinary hourly rate, though she was only entitled to be paid $84.88 (gross) for the personal leave she took on that date, being 3.5 hours at what was then her ordinary hourly rate, resulting in an overpayment of $109.14 (gross) (**Overpayment**);

    (b) the overpayment was paid by reason of a mistake of fact by the Respondent;

    (c) in the premises pleaded in paragraphs 165H(d) and 313(a)-(c) above, the First Applicant has been enriched by money she had and received for her use in the amount of $109.14 (gross);

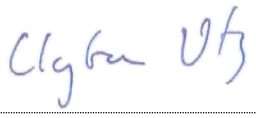
    (d) the enrichment was at the Respondent's expense;

    (e) in the premises, the Overpayment was unjust;

    (f) the Respondent is entitled to restitution from the First Applicant in the amount of the Overpayment; and

    (g) if the First Applicant is entitled to any monetary relief in this proceeding, the amount of the Overpayment should be set off against such compensation.

Date: ~~18 September 2025~~11 May 2026



Signed by Daniel Trindade
Clayton Utz
Lawyer for the Respondent

This pleading was prepared by Matthew Follett KC and Matt Garozzo, of counsel.

Certificate of lawyer

I, Daniel Trindade, certify to the Court that, in relation to the defence filed on behalf of the Respondent, 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: ~~18 September 2025~~11 May 2026

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Signed by Daniel Trindade

Clayton Utz

Lawyer for the Respondent

Table 1 of Schedule A to the Respondent's Defence

Column A	Column B	Column C	Column D	Column J	Column K
Date	**Day of the week**	**Applicants' alleged rostered start time in FASOC**	**Applicants' alleged rostered end time in FASOC**	**Rostered start time**	**Rostered end time**
17/05/2019	Friday	5/17/2019 9:00	5/17/2019 21:15	9:00	14:00
17/05/2019	Friday			15:30	21:15
20/05/2019	Monday	5/20/2019 9:00	5/20/2019 21:15	9:00	14:30
20/05/2019	Monday			17:30	21:15
29/07/2019	Monday	7/29/2019 9:00	7/29/2019 22:00	9:00	13:00
29/07/2019	Monday			17:00	22:00
23/08/2019	Friday	8/23/2019 9:00	8/23/2019 21:15	9:00	13:00
23/08/2019	Friday			16:15	21:15
1/11/2019	Friday	11/01/2019	11/01/2019 21:45	12:30	21:45
15/11/2019	Friday	11/15/2019	11/15/2019 21:15	12:30	21:15
12/12/2019	Thursday	12/12/2019 8:30	12/12/2019 21:45	8:30	16:00
12/12/2019	Thursday			18:45	21:45
13/12/2019	Friday	12/13/2019	12/13/2019 21:45	13:30	21:45
28/05/2020	Thursday	5/28/2020 9:00	5/28/2020 21:15	9:00	14:15
28/05/2020	Thursday			19:30	21:15
16/06/2020	Tuesday	6/16/2020 16:00	6/16/2020 17:45	06:00	16:00
17/06/2020	Wednesday	6/17/2020 22:00	6/17/2020 23:00	10:00	22:00
22/06/2020	Monday	6/22/2020 14:30	6/22/2020 17:45	14:30	17:45

Schedule of Parties

No. VID66/2025

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

Applicants

First Applicant:	Ms Olivia Iob
Second Applicant:	Ms Ayesha Kelso
Third Applicant	Ms Vivian Wesley (also known as Finn Wesley)

Respondent	Lovisa Pty Ltd (ACN 120 675 890)

Dated: ~~18 September 2025~~11 May 2026