

## NOTICE OF FILING

### Details of Filing

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File Title: EMMA GRUBB v ALINTA AUSTRALIA PTY LTD (ACN 125 486 900) &  
ANOR  
Registry: VICTORIA 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.

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



## Statement of claim

No. of 2025

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

### Emma Grubb

Applicant

### Alinta Australia Pty Ltd (ACN 125 486 900)

First Respondent

### Mark Pinchbeck

Second Respondent

1. The Applicant brings this proceeding pursuant to the Part IVA of the *Federal Court of Australia Act 1976* (Cth) (**'the FCA'**):
  - a. for herself; and
  - b. as the representative of a group constituted by all persons:
    - i. employed by Alinta Australia Pty Ltd (formerly Alinta Apparel Pty Ltd) (**'the First Respondent'**) at any time within the preceding period of six (6) years ending on the date of the filing of this Originating Application herein (**'the Relevant Period'**);
    - ii. employed:
      - a. in the position of "Uniform Shop Assistant" or "Retail Uniform Shop Assistant" (**'the Relevant Position'**);

Filed on behalf of (name & role of party)	<u>The Applicant, Emma Grubb</u>		
Prepared by (name of person/lawyer)	<u>Andrew Chakrabarty &amp; Caitlin McIvor</u>		
Law firm (if applicable)	<u>Adero Law</u>		
Tel	<u>(02) 6189 1022</u>	Fax	
Email	<u>andrew.chakrabarty@aderolaw.com.au</u>	<u>caitlin.mcivor@aderolaw.com.au</u>	
<b>Address for service</b> (include state and postcode)	<u>3 Hobart Place Canberra City ACT 2601</u>		

- b. to perform retail work in a uniform shop operated by the First Respondent;
- c. as a “casual employee” as that term is defined in the *Fair Work Act 2009 (Cth)* (**‘the FWA’**); and

iii. who in any Pay Period during the Relevant Period worked at least one rostered hour;

(the **‘Group’** and a / the **‘Group Members’**).

2. The Applicant and the Group Members were at all material times during the Relevant Period (which periods varied depending on when the Applicants and the Group Members were employed) ‘national system employees’ within the meaning of s. 13 and s. 14 of the FWA.
3. On the date of filing the Originating Application, there are more than seven Group Members.

#### **A. THE RESPONDENTS**

4. The First Respondent at all material times during the Relevant Period:
  - a. was a company registered 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 FWA;
  - c. employed the Applicant and the Group Members to undertake work in one or more uniform shops:
    - i. conducting retail sales of clothing; and
    - ii. trading under the brand name ‘Alinta Apparel’; and
  - d. by reason of subparagraph (b) and (c) above, was a ‘national system employer’ within the meaning of s. 12 and s.14 of the FWA;
  - e. was in the business of designing, manufacturing and selling school uniforms directly to consumers.

5. Mr Mark Pinchbeck (**'the Second Respondent'**) was at all material times during the Relevant Period:
  - a. a natural person, able to sue and liable to be sued in his own name;
  - b. a Director and Secretary of the First Respondent; and
  - c. the Chief Executive Officer of the First Respondent in its day-to-day business operations.
6. Hereinafter, the First Respondent and the Second Respondent are referred to collectively as **'the Respondents'**.

## **B. THE APPLICANT**

7. Pursuant to a contract in writing, signed by the Applicant and dated in or about May 2024, (**'the 2024 EG Contract'**) the Applicant (**'Ms Grubb'**) in or about May 2024, commenced casual employment with the First Respondent in the Relevant Position, at its uniform shop at Flinders Christian Community College in Tyabb, Victoria (**'the Tyabb Store'**).

### **Particulars**

The Tyabb Store is located on site at Flinders Christian Community College – Tyabb Campus, 155 Mornington-Tyabb Road, TYABB VIC 3913.

8. The 2024 EG Contract purportedly engaged Ms Grubb in accordance with the application and coverage of the *Education Services (Schools) General Staff Award 2020* (**'ESSGS Award'**), and the terms contained therein.
9. For each hour worked in any Pay Period between May 2024 – April 2025, Ms Grubb performed the duties of the Relevant Position, including:
  - a. performing opening and closing procedures for the Tyabb Store;
  - b. undertaking stocktake/s and stock management tasks;
  - c. responding to customer concerns and inquiries regarding products and clothing items available in the Tyabb Store;

- d. performing administrative tasks, including:
  - i. attending to and responding to email and telephone communications from management, customers, and suppliers;
  - ii. cash and point of sale (POS) handling and management, including attending the applicable banking institution of the Respondent in order to make deposits at the direction of the First Respondent;
- e. processing sales transactions for clothing products and related items sold by the First Respondent;
- f. packing and posting online orders received by the Tyabb Store;
- g. demonstrating knowledge of clothing products and inventory sold by the First Respondent; and
- h. general customer service and support, including greeting and assisting customers attending the Tyabb Store;

**(‘the Relevant Position Duties’).**

- 10. Pursuant to a contract in writing signed by the Applicant and dated 10 June 2025, (**‘the 2025 EG Contract’**) Ms Grubb, on or about 8 May 2025 commenced casual employment with the Respondent:
  - a. at the Tyabb Store; and
  - b. at Flinders Christian Community College in Carrum Downs, Victoria (**‘the Carrum Downs Store’**),

#### **Particulars**

The Carrum Downs Store is located on site at Flinders Christian Community College – Carrum Downs Campus,  
100 Ballarto Drive, CARRUM DOWNS VIC 3201.

as a ‘Level 3 - School Operation Services Grade 3’ classification within the meaning of the ESSGS Award, remunerated by way of an hourly rate of \$33.98 per hour.

- 11. The 2025 EG Contract purportedly engaged Ms Grubb in accordance with the application and coverage of the ESSGS Award, and the terms contained therein.

12. For each hour worked in any Pay Period from May 2025 until the date of filing, Ms Grubb:
  - a. continued to perform the Relevant Position Duties at the Tyabb Store;
  - b. began to perform the Relevant Position Duties at the Carrum Downs Store;
  - c. was responsible for interviewing and assisting in hiring new staff for both the Tyabb Store and the Carrum Downs Store;
  - d. assisted with rostering of staff members working at the Tyabb Store and the Carrum Downs Store;
  - e. supervising two staff members at the Tyabb Store and the Carrum Downs Store;
  - f. managing stock inventory for the Tyabb Store and the Carrum Downs Store;
  - g. ordering additional stock for the Tyabb Store and the Carrum Downs Store where necessary;
  - h. transporting stock between the Tyabb Store and the Carrum Downs Store; and
  - i. liaising with Flinders Christian Community College administration in respect of uniform shop matters on an ad hoc basis,

**(‘the Higher Duties’).**
13. On and from May 2024 to April 2025, Ms Grubb’s ordinary roster was:
  - a. Mondays from 8:00 am to 10:00 am;
  - b. Tuesdays from 1:00 pm to 4:00 pm;
  - c. Wednesdays from 8:00 am to 10:00 am;
  - d. Thursdays from 1:00 pm to 4:00 pm; and
  - e. one Saturday per calendar month from 9.00am to 11.00am,

**(‘the 2024-2025 Grubb Roster’).**
14. On and from April 2025 until 8 October 2025, Ms Grubb’s ordinary roster was:
  - a. Tuesdays from 8:00 am to 10:00 am at the Carrum Downs Store;

- b. Tuesday from 1:00 pm to 4:00 pm at the Tyabb Store;
  - c. Thursdays from 8:00 am to 10:00 am at the Carrum Downs Store;
  - d. Thursdays from 1:00 pm to 4:00 pm at the Tyabb Store; and
  - e. one Saturday per calendar month from 9.00am to 11.00am,
- (**'the 2025 Grubb Roster'**).

15. Hereinafter, the 2024-2025 Grubb Roster and the 2025 Grubb Roster are collectively referred to as the '**Grubb Rosters**'.

16. On and from 8 October 2025 to the date of filing Ms Grubb has:

- a. been stood down from her duties by the Respondents; and
- b. has ceased working in accordance with the 2025 Grubb Roster at the direction of the Respondents,

(**'the Stand Down Period'**).

17. Other than when she was for any reason unavailable to work and during the Stand Down Period, Ms Grubb for so long as she has been employed by the First Respondent, worked:

- a. the days and hours specified in the Grubb Rosters; and
- b. periods outside the days and hours specified in the Grubb Rosters as required from time to time by the Respondent:
  - i. During the annual school orientation period, which also coincided with a change of uniform requirements, Ms Grubb was required to work approximately an additional 10 hours per week.
  - ii. In the week and a half leading up to the commencement of the school year, Ms Grubb worked increased hours, typically comprising approximately 5 to 7 additional shifts of four hours each during this 1.5-week period;

- iii. During school holiday periods, Ms Grubb was additionally expected to perform further hours of work beyond those stipulated in the Grubb Rosters.

18. As at the date of filing Ms Grubb remains employed by the First Respondent.

## **C. APPLICABLE INDUSTRIAL INSTRUMENTS & MISCLASSIFICATION CONTRAVENTIONS**

### **C.1 *Educational Services (Schools) General Staff Award***

19. At all material times during the Relevant Period, the Applicant and Group Members were purportedly employed by the First Respondent in accordance with the terms and conditions of the ESSGS Award.

20. The ESSGS Award:

a. covered throughout Australia:

- i. employers in the 'school education industry' as defined by the ESSGS Award; and
- ii. their employees engaged in various non-teaching roles within the 'school education industry', including administration, nursing, maintenance, IT, and operational support.

#### **Particulars**

cl. 4.1 and 4.2 of the ESSGS Award

s. 48 of the FWA.

b. commenced operation on 1 January 2010, was from time to time thereafter varied and remained in force throughout the Relevant Period.

21. In the premise of paragraphs [4(a)-(d)] and [20], the First Respondent:

- a. is not an employer within the 'school education industry' as defined by the ESSGS Award; and
- b. is not covered by the ESSGS Award, by virtue of subparagraph (a) above.

**Particulars**

cl. 4.1 and 4.2 of the ESSGS Award

s. 48 of the FWA.

22. In the premise of paragraph [21], the Applicant and Group Members are not covered by the ESSGS Award in their employment with the First Respondent.
23. In the premise of paragraphs [20] – [22], the ESSGS Award at all times material to these Proceedings, had no application to:
- a. the First Respondent;
  - b. the Applicant; and
  - c. the Group Members,
- within the meaning of s. 47(1) of the FWA.

**C.2 General Retail Industry Award**

24. The *General Retail Industry Award 2020* ('the GRIA'):
- a. covered throughout Australia:
    - i. employers in the 'general retail industry' as defined by the GRIA; and
    - ii. their employees engaged to perform work in the 'general retail industry'

**Particulars**

cl. 4.1 and 4.2 of the GRIA

s. 48 of the FWA.

- b. commenced operation on 1 January 2010, was from time to time thereafter varied and remained in force throughout the Relevant Period.
25. At all material times, the First Respondent was engaged in trade and business within the 'general retail industry' as defined by the GRIA.
26. At all material times, the Applicant and the Group Members were employed by the First Respondent to perform work of the kind described and classified within the GRIA.

**Particulars**

cl. 4.1, 4.2, 14 and Schedule A of the GRIA

The Applicant and the Group Members performed duties as described by paragraph [12] of this Statement of Claim.

27. In the premise of paragraphs [4(a)-(d)] and [24], the First Respondent:
- a. is an employer within the 'general retail industry' as defined by the GRIA; and
  - b. is covered by the GRIA, by virtue of subparagraph (a) above.
28. In the premise of paragraph [27], the Applicant and the Group Members are covered by the GRIA in their employment with the First Respondent, to the exclusion of any other modern award.

**Particulars**

cl. 4.1 of the GRIA.

s. 48 of the FWA.

29. In the premise of paragraphs [24] – [28], the GRIA at all material times during the Relevant Period, applied to:
- a. the First Respondent;
  - b. the Applicant; and
  - c. the Group Members,
- within the meaning of s. 47(1) of the FWA.
30. At all material times during the Relevant Period, the GRIA and the National Employment Standards ('NES') provided the minimum conditions of employment for the Applicant and the Group Members.

**Particulars**

cl. 3.1 of the GRIA.

**C.3 Failure to Classify Contraventions**

31. At all material times during the Relevant Period, the First Respondent was required to classify the Applicant and the Groups Members in accordance with the classifications contained in the GRIA.

**Particulars**

cl. 14.1 and Schedule A of the GRIA.

32. From May 2024 until June 2025, the First Respondent failed to classify the Applicant in accordance with the classifications contained in any modern award.
33. From May 2024 until the date of filing, the First Respondent failed to classify the Applicant in accordance with the classifications contained in the GRIA.
34. During the Relevant Period, the First Respondent failed to classify the Group Members in accordance with the classifications contained in the GRIA.
35. In the premise of paragraphs [31] - [34], the First Respondent contravened clause 14.1 of the GRIA (**'Failure to Classify Contravention'**).
36. By reason of the Failure to Classify Contravention, the First Respondent contravened s. 45 of the FWA.
37. At all material times during the Relevant Period, the First Respondent was required to notify the Applicant and the Groups Members in writing of their classification under the GRIA.

**Particulars**

cl. 14.3 of the GRIA.

38. From May 2024 until June 2025, the First Respondent failed to notify the Applicant in writing of her classification under any modern award.
39. From May 2024 until the date of filing, the First Respondent failed to notify the Applicant in writing of her classification under the GRIA.

**Particulars**

The Applicant was notified in writing by way of the 2025 EG Contract of a classification level under the ESSGS Award on or about 10 June 2025.

See Paragraph [9] of this Statement of Claim.

40. During the Relevant Period, the First Respondent failed to classify the Group Members in accordance with the classifications contained in the GRIA.
41. In the premise of paragraphs [37] – [40], the First Respondent contravened cl. 14.3 of the GRIA (**'Failure to Notify Contravention'**).
42. By reason of the Failure to Notify Contravention, the First Respondent has contravened s. 45 of the FWA.

#### **C.4 Minimum Wages Breaches**

43. During the Relevant Period, the First Respondent was required to pay the Applicant and the Group Members:
  - a. weekly; and
  - b. on a regular pay day notified by the First Respondent in writing; or
  - c. at the end of each engagement,
 for each hour worked in the applicable period (**'the Pay Period'**).

##### **Particulars**

cl. 11.4, 18.1 and 18.3 of the GRIA.

44. During the Relevant Period, the First Respondent was required to pay the Applicant and the Group Members for each hour worked in any Pay Period:
  - a. the minimum hourly rate stipulated under cl. 17 of the GRIA; and
  - b. a loading of 25% on top of the minimum hourly rate otherwise applicable under cl. 17 of the GRIA.

##### **Particulars**

cl. 11 and 17 of the GRIA.

45. At all material times during the Relevant Period:
  - a. the Relevant Position Duties performed by the Applicant were functionally identical to the duties required of a Retail Employee Level 3 within the meaning prescribed by the GRIA; and

- b. the Higher Duties performed by the Applicant were functionally identical to the duties required of a Retail Employee Level 5 within the meaning prescribed by the GRIA.

**Particulars**

A.3 of Schedule A of the GRIA.

- 46. In the premise of paragraph [45], the First Respondent was required to pay the Applicant and the Group Members:
  - a. at least the minimum hourly rate applicable to a 'Retail Employee Level 3' classification, within the meaning of the GRIA, for any employee performing the Relevant Position Duties; and
  - b. at least the minimum hourly rate applicable to a 'Retail Employee Level 5' classification, within the meaning of the GRIA, for any employee performing the Higher Duties.

**Particulars**

cl. 11, cl. 17 and A.3 of Schedule A of the GRIA.

- 47. During the Relevant Period the First Respondent paid the Applicant:
  - a. an hourly rate of \$30.25 for each ordinary hour worked in any Pay Period between 1 May 2024 and 30 June 2024;
  - b. an hourly rate of \$31.23 for each ordinary hour worked in any Pay Period between 1 July 2024 and 7 May 2025;
  - c. an hourly rate of \$32.56 for each ordinary hour worked in any Pay Period between 8 May 2025 and 18 June 2025; and
  - d. an hourly rate of \$33.98 for each ordinary hour worked in any Pay Period between 19 June 2025 and 2 July 2025; and
  - e. an hourly rate of \$35.16 for each ordinary hour worked in any Pay Period between 3 July 2025 and 7 October 2025.

**Particulars**

Payslips produced to Adero Law on 11 November 2025.

48. In the premise of paragraph [43] – [47], the First Respondent, in each Pay Period during the Relevant Period, failed to pay the Applicant and the Group Members in accordance with cl. 11 and 17 of the GRIA ('the **Minimum Wage Contraventions**').
49. By reason of the Minimum Wage Contraventions, the First Respondent breached section 45 of FWA.

#### D. UNPAID HOURS & ALLOWANCES CONTRAVENTIONS

##### D.1 *Pre-Shift Work*

50. During the Relevant Period, for any rostered shifts that commenced at the same time as the relevant Alinta Store opened for trade, the First Respondent required the Applicant and the Group Members to attend each shift for between 10 to 20 minutes prior to the start time specified in the roster.

##### Particulars

- a. The First Respondent required the Alinta Stores to be open and ready for trade at the start time specified in the roster.
  - b. The First Respondent required, that the Applicant and Group Member arrive at least 10 minutes prior to the commencement on the shift, to ensure that the shop was ready for opening and doors were open at the designated start time. This requirement was communicated to the Applicant and Group Members through the Alinta Uniform Shop Policies and Procedures (the '**Alinta Handbook**'), as explicitly stated at clause 1.1 and at clause 2.2 of this document.
51. During the Relevant Period, the First Respondent required the Applicant and Group Members to perform a range of duties prior to the commencement of their rostered shifts, and prior to customers entering the applicable Alinta Store, including:
    - a. ensuring the shop was neat, clean, and properly presented;
    - b. responding to phone and email enquiries;
    - c. completing outstanding phone, email and web orders;
    - d. Setting up and preparing the EFTPOS machine for trading; and
    - e. Counting and reconciling the cash float.

**(‘the Pre-Shift Work’).**

52. In each Pay Period during the Relevant Period, the First Respondent was required to remunerate the Applicant and the Group Members for each actual hour of work (or part thereof) performed, including the Pre-Shift Work.

**Particulars**

cl. 18.2 of the GRIA.

53. In each Pay Period during the Relevant Period, the First Respondent failed to remunerate the Applicant and the Group Members for each actual hour of work (or part thereof) performed, including the Pre-Shift Work.
54. In the premises of paragraphs [50] – [53], the First Respondent, by failing to remunerate the Applicant and the Group Members for the Pre-Shift Work, has contravened cl. 18.2 of the GRIA (**‘the Pre-Shift Work Contraventions’**).
55. By reason of the Pre-Shift Work Contraventions, the First Respondent has contravened s.45 of the FWA.

**D.2 Post-Shift Work**

56. During the Relevant Period, from time to time after the relevant Alinta Store closed for trade, the First Respondent required the Applicant and Group Members to continue to perform work duties for up to 60 minutes after the finish time that was specified in the roster.

**Particulars**

- a. The First Respondent required the Applicant and the Group Members to complete the tasks outlined in paragraph [57] below, which required the Applicant and Group Members to work for up to 60 minutes after the end of their rostered shift time.
- b. The amount of time that the Applicant or the Group Members continued to perform work after the rostered finish time depended on the Applicant or Group Member and the Alinta Store that they worked at in that particular time.
57. During the Relevant Period, the First Respondent required the Applicant and the Group Members to perform some or all of the following duties outside of their ordinary rostered hours:

- a. Attending the closest branch of the Respondent's banking institution, in order to depositing store takings;
- b. Attending the post office to post web orders or collect mail or parcels of stock;
- c. Loading, transporting and delivering stock between Alinta Stores as directed;
- d. Cleaning and tidying the premises, including end-of-day closure tasks; and
- e. Serving any remaining customers, with an expectation that they keep the store open and remain on the premises until the final customer had left the store, even in circumstances where the closing time of the applicable Alinta Store had passed.

**('the Post-Shift Work').**

**Particulars**

The requirements in subparagraphs (a) to (e) were communicated to the Applicant during 'on the job' training by her supervisor, and by the Alinta Handbook.

58. The Applicant was required to travel at their own expense and by their own means, to perform the Post-Shift Work outlined at paragraphs [57.a] – [57.c] above.

**Particulars**

The Applicant was required to:

- a. travel approximately 12.8km from the Tyabb Store to the nearest branch of the Respondent's banking institution, requiring on average 20 minutes of travel;
- b. travel approximately 8.5km from the Carrum Downs Store to the nearest branch of the Respondent's banking institution, requiring on average 15 minutes of travel;
- c. approximately 2.2km from the Tyabb Store to the nearest post office, requiring on average 5 minutes of travel;
- d. approximately 2.6km from the Carrum Downs Store to the nearest post office, requiring on average 7 minutes of travel; and
- e. approximately 23km between the Tyabb Store and the Carrum Downs Store, requiring on average 25 minutes of travel.

Attendances at the Respondent's banking institution typically required the Applicant to perform a further 60 minutes of work including the travel time outlined above.

Attendances at the nearest post office typically required the Applicant to perform a further 15 - 45 minutes of work including the travel time outlined above.

59. In each Pay Period during the Relevant Period, the First Respondent was required to remunerate the Applicant and the Group Members for each actual hour of work (or part thereof) performed, including the Post-Shift Work.

**Particulars**

cl. 18.2 of the GRIA.

60. In each Pay Period during the Relevant Period, the First Respondent failed to remunerate the Applicant and the Group Members for each actual hour or work (or part thereof) performed, including the Post-Shift Work.
61. In the premises of paragraphs [56] – [60], the First Respondent, by failing to remunerate the Applicant and the Group Members for the Post-Shift Work, has contravened cl. 18.2 of the GRIA (**'the Post-Shift Work Contraventions'**).
62. By reason of the Post-Shift Work Contraventions, the First Respondent has contravened s.45 of the FWA.

**D.3 Special Clothing Allowance**

63. During the Relevant Period, the First Respondent required the Applicant and Group Members to wear a uniform while performing their duties of work.

**Particulars**

Alinta Handbook at pg. 14 – 15 set out the First Respondent's Uniform Expectations and Requirements for all employees.

64. The Applicant was issued one Alinta branded shirt (the **'Alinta Uniform'**), by the First Respondent on the commencement of their employment, at no cost to the Applicant.
65. The Alinta Uniform was 'special clothing' within the meaning of cl. 19.3(a) of the GRIA.
66. The First Respondent was required to reimburse the Applicant and the Group Members for the cost of purchasing additional Alinta Uniform, or replacement uniform.

**Particulars**

cl. 19.3(b) of the GRIA.

67. The Applicant and the Group Members were required to launder their uniform and otherwise maintain their uniform to the required standards of the First Respondent.

**Particulars**

Alinta Handbook at pg. 14 – 15 set out the First Respondent's Uniform Expectations and Requirements for all employees.

68. The First Respondent was required to pay to the Applicant and Group Members a special clothing allowance for each shift worked in accordance with cl. 19.3(c)(ii) of the GRIA.
69. In each Pay Period during the Relevant Period, the First Respondent failed to pay to the Applicant and Group Members the special clothing allowance for each shift worked.
70. During the Relevant Period, the First Respondent failed to reimburse those Applicant and Group Members that were required to purchase uniform items in order to meet the uniform requirements of the First Respondent.
71. In the premise of paragraphs [63] – [70], the First Respondent by:
- a. failing to reimburse those Group Members that were required to purchase uniform at their own cost; and/or
  - b. failing, in each Pay Period to pay to the Applicant and Group Members with the special clothing allowance for each shift worked,
- has contravened cl. 19.3 of the GRIA (**'the Special Clothing Allowance Contraventions'**).
72. By reason of the Special Clothing Allowance Contraventions, the First Respondent has contravened s.45 of the FWA.

**D.4 Motor Vehicle Allowance**

73. The First Respondent required the Applicant to utilise her personal motor vehicle to perform the duties particularised at paragraphs [57.a] – [57.c] and [58].

74. In each Pay Period during the Relevant Period, where the First Respondent required the Applicant to utilise her personal motor vehicle in the performance of her work duties, the First Respondent was required to pay to the Applicant the motor vehicle allowance.

**Particulars**

cl.19.7 of the GRIA

75. During each Pay Period in the Relevant Period, the First Respondent failed to pay to the Applicant and the Groups Member the motor vehicle allowance for each kilometre travelled during the performance of their work duties.

**Particulars**

As at the date of filing the current motor vehicle allowance under cl. 19.7 of the GRIA is \$0.98 per each kilometre travelled.

Alinta Handbook at pg. 19.

76. In the premise of paragraphs [57.a] – [57.c], [58] and [73] – [75], the First Respondent, by failing to pay to the Applicant and the Groups Members the motor vehicle allowance has contravened cl. 19.7 of the GRIA (**‘the Motor Vehicle Allowance Contraventions’**).
77. By reason of the Motor Vehicle Allowance Contraventions, the First Respondent has contravened s.45 of the FWA.

**D.5 Short Shift Contraventions**

78. During the Relevant Period, the First Respondent was required to engage casual employees for a minimum daily engagement of three (3) hours.

**Particulars**

cl. 11.2 of the GRIA.

79. During the Relevant Period, the Applicant was regularly:
- a. rostered by the First Respondent to work shifts of less than three (3) hours in duration; and
  - b. worked, at the direction of the First Respondent, shifts of less than three (3) hours in duration.

**Particulars**

The Applicant was rostered in accordance with the Grubb Rosters, as particularised at paragraphs [13] – [17] of this Statement of Claim.

80. During the Relevant Period, the First Respondent:
  - a. failed to pay the Applicant in accordance with the minimum daily engagement required under cl. 11.2 of the GRIA; and
  - b. paid the Applicant for the Applicant's actual hours of work in shifts/engagements that were less than three (3) hours in duration.
81. During the Relevant Period, the First Respondent failed to engage the Applicant and the Group Members in accordance with the requirements of cl. 11.2 of the GRIA.
82. In the premise of paragraphs [78] - [81], the First Respondent, in each Pay Period during the Relevant Period, failed to pay the Applicant and the Group Members in accordance with cl. 11.2 of the GRIA ('**the Short Shift Contraventions**').
83. By reason of the Short Shift Contraventions, the First Respondent has contravened s. 45 of the FWA.

**E. FAILURE TO RECTIFY CONTRAVENTIONS**

84. During the Relevant Period, the First Respondent was required to pay its employees any amounts payable in relation to the performance of work:
  - a. in full;
  - b. in cash, electronic funds transfer or other authorised method in accordance with the FWA; and
  - c. at least monthly.

**Particulars**

Section 323 of the FWA.

85. During the Relevant Period, the First Respondent, in respect of each of the:

- a. Minimum Wage Contraventions;
- b. Pre-Shift Work Contraventions;
- c. Post-Shift Work Contraventions;
- d. Special Clothing Allowance Contraventions;
- e. Motor Vehicle Allowance Contraventions; and
- f. Short Shift Contraventions,

failed to pay to the Applicant and Group Members all employee amounts, allowances and wages due to them in full at the end of the calendar month in which the contraventions occurred, or within one calendar month of the contravention (**'the Failure to Rectify Contraventions'**).

86. By reason of the Failure to Rectify Contraventions, the First Respondent has contravened s. 323 of the FWA.

## **F. RECORD KEEPING CONTRAVENTIONS**

### **F.1 Failure To Make and Keep Records**

87. At all material times during the Relevant Period, the First Respondent was required to make and keep employee records for each of its employees, for a period of seven (7) years.

#### **Particulars**

Section 535 and 536 of the FWA.

Regulations 3.31 – 3.48 of the *Fair Work Regulations 2009* (Cth) (**'the FWR'**).

88. The First Respondent was required to, *inter alia*:
- a. make and keep, for each employee, a record that specifies whether the employee's employment is full-time or part-time, whether the employee's employment is permanent, temporary or casual and the date on which the employee's employment began;

- b. make and keep, for each employee, records of the employee's hours of work, including start and finish times and unpaid breaks, where the employee was paid an hourly rate or subject to penalty rates or loadings;
- c. make and keep records of any allowances, loadings or reimbursements paid to employees;
- d. make and keep records of the gross and net amounts paid to employees and any deductions made;
- e. keep the records in a legible form, in English, and readily accessible; and
- f. provide employees with payslips that included information sufficient to identify hours worked, rates applied, allowances paid, deductions made and the basis for calculating the payment.

#### Particulars

Sections 535 and 536 of the FWA.

Regulations 3.31, 3.32, 3.33, 3.34, 3.45 and 3.46 of the FWR.

89. At all material times during the Relevant Period, the First Respondent was required to make and keep records of the kind particularised in paragraph [88] for each of the Applicant and the Group Members, during their relevant periods of employment.
90. During the Relevant Period, the First Respondent:
- a. failed to make or keep any records of time and attendance, including start and finish times, daily hours worked and unpaid breaks for each of the Applicant and the Group Members;
  - b. issued to the Applicants and Group Members payslips which were inaccurate, incomplete, not capable of disclosing the hours worked or the basis for calculating payments and were internally inconsistent; and
  - c. failed to make and keep records of the kind particularised at paragraph [88] above, in accordance with the requirements under the FWA and the FWR ('**the Record-Keeping Contraventions**').

91. In the premise of paragraphs [87] – [90], the First Respondent has contravened s 535 of the FWA in relation to the employee records of the Applicant and the Group Members.

**F.2 Inspection Contraventions**

92. At all material times during the Relevant Period, the First Respondent was required to make copies of the Applicant and the Group Members employee records available for inspection and copying on receipt of any such request by the Applicant or any Group Member.

**Particulars**

Sections 535(3) and 536 of the FWA.

Regulation 3.42 of the FWR.

93. The Applicant and the Group Members have been unable to inspect complete copies of their employee records, despite multiple requests for inspection being made to the First Respondent in accordance with s 535(3) of the FWA and regulation 3.42 of the FWR.

**Particulars**

Inspection and copying of employee records was requested on:

- a. 22 July 2025 by email correspondence to the First Respondent;
  - b. 23 July 2025 by registered post to the First Respondent; and
  - c. 20 October 2025 by email correspondence to the Respondents' representatives, Bartier Perry.
94. On or about 11 November 2025, the First Respondent provided partial production of requested employee records.

**Particulars**

Correspondence from Bartier Perry to Adero Law dated 11 November 2025.

95. On or about 24 November 2025, deficiencies in the 11 November production of employee records were brought to the attention of the First Respondent, and a further request for production of all employee records required to be made and kept under the FWA and FWR was made.

**Particulars**

Correspondence from Adero Law to Bartier Perry dated 24 November 2025.

96. As at the date of filing, the First Respondent has failed to make full copies of the employee records requested available for inspection, nor has the First Respondent provided any response to the 24 November Request (**‘the Inspection Contraventions’**).
97. In the premises of paragraphs [92] – [96], the First Respondent has contravened s 535(3) of the FWA and regulation 3.42 of the FWR in relation to inspection of the employee records of the Applicant and Group Members, on each of the following occasions:
- a. 22 July 2025;
  - b. 20 October 2025; and
  - c. 24 November 2025.

### **F.3 *Presumption under s.557C***

98. These Proceedings allege that during the Relevant Period, the Applicant and the Group Members:
- a. performed Pre-Shift Work that was not remunerated by the First Respondent in contravention of s 45 of the FWA;
  - b. performed Post-Shift Work that was not remunerated by the First Respondent, in contravention of s 45 of the FWA;
  - c. were entitled to a Special Clothing Allowance, but not appropriately remunerated by the First Respondent for the Special Clothing Allowance in contravention of s 45 of the FWA;
  - d. were entitled to a Motor Vehicle Allowance, but not appropriately remunerated by the First Respondent for the Motor Vehicle Allowance, in contravention of s 45 of the FWA; and
  - e. performed Short Shifts that were in breach of the requirements of the GRIA, and not properly remunerated by the First Respondent, in contravention of s 45 of the FWA.
99. Section 45 of the FWA is a civil remedy provision within the meaning of s 557C and 539 of the FWA.

100. In the premises of paragraphs [87] – [98] above, the First Respondent has the burden of disproving the Applicant's allegations, pursuant to s 557C(1) of the FWA.

**G. SERIOUS CONTRAVENTIONS & ACCESSORIAL LIABILITY OF THE SECOND RESPONDENT**

101. At all material times during the Relevant Period, the Second Respondent:
- a. was a Director, Secretary and shareholder of the First Respondent;
  - b. worked as the CEO of the First Respondent; and
  - c. was otherwise responsible for the day-to-day business operations of the First Respondent.

**G.1 Failure to Classify & Minimum Wage Contraventions**

102. As early as 2017, the First Respondent and Second Respondent were in receipt of employee complaints or concerns that the ESSGS Award was not applicable to the Group Members and their employment by the First Respondent.
103. On or about 14 July 2025, the First Respondent, by way of their HR Officer, issued email correspondence to all staff stating that the Applicant and Group Member's classification under the ESSGS Award:
- a. had been verified by an 'external accounting firm';
  - b. had been confirmed by 'Fair Work'; and
  - c. was consistent with legal advice received by the First Respondent.

**Particulars**

Email Correspondence from Karley Ainsworth, HR & Payroll Officer of the First Respondent dated 14 July 2025.

104. The 14 July Email Correspondence stated to all Group Members that there was no legal requirement or obligation upon the First Respondent to classify the Applicant or the Group Members under any other modern award than the ESSGS Award.
105. On or about 18 July 2025, the Second Respondent advised the Applicant and all Group Members by way of email correspondence that:

- a. the Second Respondent had personally contacted the Fair Work Ombudsman to seek a determination in relation to the relevant modern award; and
- b. that the Second Respondent had been advised that the ESSGS Award was the appropriate modern award for the operations and employees of the First Respondent.

#### Particulars

Email Correspondence from Mark Pinchbeck dated 18 July 2025.

106. At all material times during the Relevant Period, the Respondents were aware, or otherwise were reckless or wilfully blind as to the below:
  - a. that the ESSGS Award was not applicable to the industry or operations of the First Respondent;
  - b. that the GRIA was the appropriate modern award under which to classify:
    - i. the industry and operations of the First Respondent; and
    - ii. the day-to-day duties performed by the Applicant and the Group Members,
  - c. that by virtue of the above, the First Respondent had committed, and continued to commit the:
    - i. Failure to Classify Contraventions;
    - ii. Failure to Notify Contraventions; and
    - iii. Minimum Wage Contraventions,

in contravention of s. 45 of the FWA.
107. s.45 of the FWA is a civil remedy provision within the meaning of s.539 of the FWA.
108. In the premise of paragraphs [102] – [107], the First Respondent's contraventions of s.45 of the FWA, in respect of the Failure to Classify Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.

109. In the premise of paragraphs [102] – [107], the First Respondent's contraventions of s.45 of the FWA, in respect of the Failure to Notify Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
110. In the premise of paragraphs [102] – [107], the First Respondent's contraventions of s.45, in respect of the Minimum Wage Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
111. In the premise of paragraphs [102] – [107], the Second Respondent was involved in the First Respondent's contraventions of s.45 of the FWA, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Failure to Classify Contraventions.
112. The Second Respondent has contravened s.45 of the FWA, being a civil remedy provision, as a result of his involvement in the Failure to Classify Contraventions, pursuant to the operation of s.550(1) of the FWA.
113. In the premise of paragraphs [102] – [107], the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Failure to Notify Contraventions.
114. The Second Respondent has contravened s.45 of the FWA, being a civil remedy provision, as a result of his involvement in the Failure to Notify Contraventions, pursuant to the operation of s.550(1) of the FWA.
115. In the premise of paragraphs [102] – [107], the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Minimum Wage Contraventions.
116. The Second Respondent has contravened s.45 of the FWA, as a result of his involvement in the Minimum Wage Contraventions, pursuant to the operation of s.550(1) of the FWA.

## **G.2 Pre-Shift Work Contraventions & Post-Shift Work Contraventions**

117. The Alinta Handbook was circulated to the Applicant and Group Members on commencement of their employment with the First Respondent.

118. The requirement for the Applicant and the Group Members to perform the Pre-Shift and Post-Shift Work was stipulated in the Alinta Handbook as early as 2018.

**Particulars**

Alinta Handbook, pg. 6, 7, 12, 15-16, 19 and 52.

119. The Second Respondent, by virtue of the matters pleaded at paragraph [101], was directly involved in day-to-day management and policy setting within the First Respondent's operations, including the issuing of the Alinta Handbook.

**Particulars**

Alinta Handbook, pg. 2.

120. At all material times during the Relevant Period, the Respondents were aware, or were otherwise reckless or wilfully blind as to the below:
- a. that the First Respondent, by way of the Alinta Handbook, communicated a requirement to the Applicant and Group Members that they perform the Pre-Shift Work;
  - b. that the First Respondent, at all material times during the Relevant Period, failed to remunerate the Applicant and Group Members for the Pre-Shift Work;
  - c. that the First Respondent, by way of the Alinta Handbook, communicated a requirement to the Applicant and Group Members that they perform the Post-Shift Work;
  - d. that notwithstanding subparagraph (c) above, the First Respondent, by way of the Alinta Handbook, communicated to the Applicant and Group Members that they would not be paid in full for the Post-Shift Work;
  - e. that the First Respondent, at all material times during the Relevant Period, failed to remunerate the Applicant and Group Members for the Post-Shift Work; and
  - f. that by virtue of the above subparagraphs (a) – (e), the First Respondent had committed the:
    - i. Pre-Shift Work Contraventions; and

## ii. Post-Shift Work Contraventions,

in contravention of s.45 of the FWA.

121. In the premise of paragraphs [117] – [120], the First Respondent's contraventions of s.45 of the FWA, in respect of the Pre-Shift Work Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
122. In the premise of paragraphs [117] – [120], the First Respondent's contraventions of s.45 of the FWA, in respect of the Post-Shift Work Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
123. In the premise of paragraphs [117] – [120] the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Pre-Shift Work Contraventions.
124. The Second Respondent has contravened s.45 of the FWA, as a result of his involvement in the Pre-Shift Work Contraventions, pursuant to the operation of s.550(1) of the FWA.
125. In the premise of paragraphs [117] – [120] the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, being a civil remedy provision, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Post-Shift Work Contraventions.
126. The Second Respondent has contravened s.45 of the FWA, as a result of his involvement in the Post-Shift Work Contraventions, pursuant to the operation of s.550(1) of the FWA.

**G.3 Allowances Contraventions**

127. The Applicant repeats and relies on the matters pleaded at paragraphs [101], [106], [117] and [119].
128. The First Respondent required the Applicant and the Group Members to:
  - a. wear the Alinta Uniform to each rostered shift during the course of their employment and otherwise during the course of their duties;
  - b. purchase any additional or replacement Alinta Uniform at their own expense; and

- c. utilise their personal motor vehicle in the course of the performance of their duties, particularly, during the performance of the Post-Shift Work; and

the above requirements were communicated to the Applicant and the Groups Members by the Alinta Handbook as early as 2018.

#### Particulars

Alinta Handbook, pg. 7, 12, 14-16, 19 and 52.

129. At all material times during the Relevant Period, the Respondents were aware, or were otherwise reckless or wilfully blind, as to the below:
  - a. that the First Respondent, by way of the Alinta Handbook, communicated a requirement to the Applicant and Group Members that they were to wear the Alinta Uniform during the performance of their duties;
  - b. that as a result of subparagraph (a) above, the Applicant and Group Members were entitled to be remunerated by the First Respondent with a special clothing allowance pursuant to the operation of the GRIA;
  - c. that the First Respondent at all material times during the Relevant Period, failed to remunerate the Applicant and Group Members with the Special Clothing Allowance;
  - d. that the First Respondent, by way of the Alinta Handbook, communicated a requirement to the Applicant and the Group Members that they were to purchase any additional or replacement Alinta Uniform at their own cost;
  - e. that the First Respondent, at all material times during the Relevant Period:
    - i. failed to reimburse Group Members who purchased additional or replacement Alinta Uniform for the cost of Alinta Uniform; or
    - ii. otherwise caused the cost of the additional or replacement Alinta Uniform to be deducted from Group Members' weekly wage payments;
  - f. that the First Respondent, by way of the Alinta Handbook, communicated a requirement to the Applicant and Group Members that they perform the Post-Shift Work;

- g. that the performance of the Post-Shift Work particularised at paragraphs [57.a] – [57.c] and [58] required the Applicant and the Group Members to utilise their own personal motor vehicle;
- h. that as a result of subparagraph (g) above, the Applicant and Group Members were entitled to be remunerated by the First Respondent with a motor vehicle allowance pursuant to the operation of the GRIA;
- i. that the First Respondent, at all material times during the Relevant Period, failed to remunerate the Applicant and Group Members with the Motor Vehicle Allowance;
- j. that by virtue of the above subparagraphs (a) – (i), the First Respondent had committed the:

- i. Special Clothing Allowance Contraventions; and

- ii. Motor Vehicle Allowance Contraventions,

in contravention of s.45 of the FWA.

- 130. In the premise of paragraphs [127] – [129], the First Respondent's contraventions of s.45 of the FWA, in respect of the Special Clothing Allowance Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
- 131. In the premise of paragraphs [127] – [129], the First Respondent's contraventions of s.45 of the FWA, in respect of the Motor Vehicle Allowance Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
- 132. In the premise of paragraphs [127] – [129], the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, being a civil remedy provision, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Special Clothing Allowance Contraventions.
- 133. The Second Respondent has contravened s.45 of the FWA, being a civil remedy provision, as a result of his involvement in the Special Clothing Allowance Contraventions, pursuant to the operation of s.550(1) of the FWA.
- 134. In the premise of paragraphs [127] – [129], the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, being a civil remedy

provision, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Motor Vehicle Allowance Contraventions.

135. The Second Respondent has contravened s.45 of the FWA, being a civil remedy provision, as a result of his involvement in the Motor Vehicle Allowance Contraventions, pursuant to the operation of s.550(1) of the FWA.

#### **G.4 Short Shift Contraventions**

136. The First Respondent required the Applicant and the Group Members to work shifts of less than three (3) hours in duration.
137. The Applicant repeats and relies on the matters pleaded at paragraphs [101], [106], [117] and [119].
138. The above requirement was communicated by the First Respondent to the Applicant and Groups Members by way of:
- a. each individual Alinta Stores opening hours; and
  - b. the Alinta Handbook.

#### **Particulars**

- a. Alinta Store opening hours were routinely advertised to consumers by way of the Alinta Website, social media pages, and included multiple uniform stores which were open for periods of two hours at a time.
  - b. Alinta Handbook pg. 54 provides an example of hours of operation for Central Coast Adventist School Uniform Shop, which provides that the store is open during school term dates for a period of two (2) hours on Mondays, Tuesdays, Wednesdays and Thursdays.
139. At all material times during the Relevant Period, the Respondents were aware, or were otherwise reckless or wilfully blind, as to the below:
- a. that the operation of the GRIA required the First Respondent:
    - i. to roster the Applicant and Group Members for shifts of no less than three (3) hours in duration; or
    - ii. in instances where the First Respondent required the Applicant and Group Members to perform less than three (3) hours work in any shift,

the First Respondent was to otherwise remunerate the Applicant and Group Members for a minimum of three (3) hours work;

- b. that the First Respondent, by way of the Alinta Handbook and the rosters published for the Applicant and Group Members, communicated a requirement to the Applicant and Group Members that they work shifts of less than three (3) hours;
  - c. that the First Respondent, at all material times during the Relevant Period, failed to remunerate the Applicant and the Group Members for a minimum of three (3) hours of work per shift pursuant to the GRIA; and
  - d. that by virtue of subparagraphs (a) – (c) above, the First Respondent had committed the Short Shift Contraventions, in contravention of s.45 of the FWA.
140. In the premise of paragraphs [137] – [139], the First Respondent's contraventions of s.45 of the FWA, in respect of the Short Shift Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.
141. In the premises of paragraphs [137] – [139], the Second Respondent was involved in the First Respondent's contravention of s.45 of the FWA, being a civil remedy provision, within the meaning of s.550(2)(a) and s.550(2)(c) of the FWA, in respect of the Short Shift Contraventions.
142. The Second Respondent has contravened s.45 of the FWA, being a civil remedy provision, as a result of his involvement in the Short Shift Contraventions, pursuant to the operation of s.550(1) of the FWA.

#### **G.5 Failure to Rectify Contraventions**

143. At all material times during the Relevant Period, and in the premise of paragraphs [102] – [106], [117] – [120], [127] – [129] and [136] – [139], the First Respondent was aware, or was otherwise reckless or wilfully blind as to the below:
- a. that the Applicant and Group Members were not being paid in accordance with the applicable rates for their day-to-day duties under the applicable modern award, being the GRIA;
  - b. that the Applicant and Group Members were performing the Pre-Shift Work and Post-Shift Work without being remunerated in full for the work performed;

- c. that the Applicant and Group Members were entitled to various allowances under the GRIA, that were not otherwise being paid to them; and
- d. the Applicant and the Group Members were not being paid all employee amounts to which they were entitled in relation to the performance of work in full, and at least monthly; and
- e. by virtue of subparagraphs (a) – (d) above, the First Respondent had committed the Failure to Rectify Contraventions, in contravention of s.323 of the FWA.

144. In the premise of paragraph [143], the First Respondent's contraventions of s.323 of the FWA, in respect of the Failure to Rectify Contraventions, were serious contraventions within the meaning s.557A and s.557B of the FWA.

#### **G.6 *Inspection Contraventions***

145. On and from 24 November 2025, the First Respondent was aware, or was otherwise reckless or wilfully blind as to the below:
- a. that the Applicant and Groups Members were entitled to inspect their employee records upon the making of any request made in compliance with regulation 3.42 of the FWR and s 535(3) of the FWA;
  - b. that a compliant request under the FWR and the FWA had been made by the Applicant and various Group Members on 22 July 2025 and 20 October 2025;
  - c. that the employee records produced to the Applicant and various Group Members on 11 November 2025 by the First Respondent were only partially compliant with the First Respondent's obligations under regulation 3.42 and s 535(3) of the FWA; and
  - d. that the Applicant and various Group Members had brought the deficiencies in the production of their employee records to the First Respondent's attention on 24 November 2025; and
  - e. that by virtue of subparagraphs (a) – (d) above, the First Respondent had committed the Inspection Contraventions, in contravention of regulation 3.42 of the FWR and s 535(3) of the FWA.

146. In the premise of paragraph [145], the First Respondent's contraventions of s 535(3) of the FWA, in respect of the Inspection Contraventions, were serious contraventions within the meaning of s.557A and s.557B of the FWA.

#### H. LOSS SUFFERED & RELIEF CLAIMED

147. As a result of the conduct of the First Respondent in contravening:

- a. Section 45 of the FWA in respect of the Failure to Classify Contraventions;
- b. Section 45 of the FWA in respect of the Failure to Notify Contraventions;
- c. Section 45 of the FWA in respect of the Minimum Wage Contraventions;
- d. Section 45 of the FWA in respect of the Pre-Shift Work Contraventions;
- e. Section 45 of the FWA in respect of the Post-Shift Work Contraventions;
- f. Section 45 of the FWA in respect of the Special Clothing Allowance Contraventions;
- g. Section 45 of the FWA in respect of the Motor Vehicle Allowance Contraventions;
- h. Section 45 of the FWA in respect of the Short Shift Contraventions;
- i. Section 323 in respect of the Failure to Rectify Contraventions;
- j. Section 535 and 536 of the FWA in respect of the Record-Keeping Contraventions;
- k. Section 535(3) of the FWA in respect of the Inspection Contraventions,

(collectively, '**the First Respondent's Contraventions**'), the Applicant and Group Members have suffered loss and damage.

148. As a result of the conduct of the Second Respondent in contravening:

- a. Section 45 of the FWA in respect of the Failure to Classify Contraventions;
- b. Section 45 of the FWA in respect of the Failure to Notify Contraventions;

- c. Section 45 of the FWA in respect of the Minimum Wage Contraventions;
- d. Section 45 of the FWA in respect of the Pre-Shift Work Contraventions;
- e. Section 45 of the FWA in respect of the Post-Shift Work Contraventions;
- f. Section 45 of the FWA in respect of the Special Clothing Allowance Contraventions;
- g. Section 45 of the FWA in respect of the Motor Vehicle Allowance Contraventions; and
- h. Section 45 of the FWA in respect of the Short Shift Contraventions,

(collectively, '**the Second Respondent's Contraventions**'), the Applicant and Group Members have suffered loss and damage.

149. The loss and damage suffered by the Applicant and Group Members as a result of the First Respondent's Contraventions and the Second Respondent's Contraventions is:

- a. the shortfall between any remuneration paid by the First Respondent to each of the Applicant and the Group Members in any Pay Period during the Relevant Period, and any employee amounts to which the Applicant and Group Members were properly entitled in any Pay Period during the Relevant Period, within the meaning of the GRIA and the FWA, as pleaded above; and
- b. any interest accruing on the employee amounts outlined above, on and from the conclusion of the relevant Pay Period during the Relevant Period in which those employee amounts were properly owing to the Applicant and Group Members.

150. The Applicant claims on her own behalf, and on behalf of the Group Members:

- a. a declaration pursuant to section 545(1) of the FWA that the First Respondent contravened civil remedy provisions in relation to the Applicant and Group Members employment, by committing the First Respondent's Contraventions;
- b. a declaration pursuant to section 545(1) of the FWA that the First Respondent's Contraventions were 'serious contraventions' within the meaning of section 557A and section 557B of the FWA;

- c. a declaration pursuant to section 545(1) of the FWA that the Second Respondent, by virtue of section 550 of the FWA, contravened civil remedy provisions in relation to the Applicant and Group Members employment, by committing the Second Respondent's Contraventions;
- d. orders pursuant to section 545 of the FWA awarding compensation to the Applicant and Group Members in respect of the First Respondent's Contraventions and the Second Respondent's Contraventions, being:
  - i. an order pursuant to section 33Z(1)(f) and / or section 33Z(1)(g) and / or section 33ZF of the FCA awarding damages on an aggregate basis in respect of compensation; or in the alternative,
  - ii. an order pursuant to section 33Z(1)(f) and / or section 33Z(1)(g) and / or section 33ZF of the FCA awarding damages for group members or individual group members, being damages consisting of specified amounts or amounts worked out in such manner as the court specifies.
- e. an order pursuant to section 546 of the FWA that the First Respondent pay a pecuniary penalty to the Applicant or the relevant Group Members, in relation to the First Respondent's Contraventions, on the basis that the First Respondent's Contraventions were 'serious contraventions' within the meaning of section 557A and section 557B of the FWA;
- f. an order pursuant to section 546 of the FWA that the Second Respondent pay a pecuniary penalty to the Applicant or the relevant Group Members, in relation to the Second Respondent's Contraventions;
- g. An order pursuant to section 547 of the FWA and / or section 51A of the FCA awarding interest up to judgement on the above amounts; and
- h. Such further relief as the Court deems fit.

Date: 5 MAY 2026



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Signed by Andrew Chakrabarty  
Lawyer for the Applicant

This pleading was prepared by Andrew Chakrabarty, lawyer and Caitlin McIvor, lawyer.

### Certificate of lawyer

I, Andrew Chakrabarty 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: 5 MAY 2026



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Signed by Andrew Chakrabarty  
Lawyer for the Applicant