



Fair Work
OMBUDSMAN

ENFORCEABLE UNDERTAKING

This undertaking is **given** by Dusk Australasia Pty Ltd (ABN: 45 090 850 383) (hereafter "**Dusk**") and **accepted** by the Fair Work Ombudsman pursuant to s 715(2) of the *Fair Work Act 2009* in relation to the contraventions described in clause 7 of this undertaking.

ENFORCEABLE UNDERTAKING

PARTIES

1. This enforceable undertaking (**Undertaking**) is given to the Fair Work Ombudsman (**FWO**) pursuant to section 715 of the *Fair Work Act 2009* (Cth) (**FW Act**) by Dusk, Level 3, Building 1, 75-85 O’Riordan Street, Alexandria in the State of New South Wales.

COMMENCEMENT

2. This Undertaking comes into effect when:
 - (a) the Undertaking is executed by Dusk; and
 - (b) the FWO accepts the Undertaking so executed (**Commencement Date**).

BACKGROUND

3. Dusk is an Australian public company that is primarily a candle, aromatherapy and associated accessories retailer operating 117 stores across each State and Territory in Australia. Dusk employs approximately 800 employees. The *General Retail Industry Award 2010* (**Retail Award**) applies to most of Dusk’s employees.
4. On 5 and 12 June 2020, Dusk notified the FWO that:
 - (a) following requests by 5 employees for a review of their wages, it found that it had not paid employees who had a break of less than 12 hours between shifts in accordance with clause 31.2(b) of the Retail Award due to the incorrect configuration of its time and attendance system (TimeTeq);
 - (b) it engaged Ernst & Young (EY) to assist it with this issue;
 - (c) the failure to pay employees who had a break of less than 12 hours between shifts, in accordance with clause 31.2(b) of the Retail Award, had resulted in underpayments then calculated as totalling \$2,235,965, plus superannuation, relating to 13,558 shifts worked between 1 July 2013 to 30 June 2019;
 - (d) since identifying the issue, Dusk had been manually checking rosters before and after the pay period to ensure the rosters were completed with breaks of 12 hours or payments were made correctly in any circumstance where there was a break of less than 12 hours, and would continue to do so until its new time and

- attendance system, Dayforce, went live;
- (e) it had provided additional roster training to staff;
 - (f) it would pay 10% interest on the superannuation component of the underpayment; and
 - (g) it would immediately notify the issue to its current and former employees.
5. On 1 July 2020, Dusk notified the FWO that:
- (a) it had back paid all affected current employees in full, having paid \$682,000 in wages, plus \$122,000 in superannuation, to 243 current employees; and
 - (b) it had begun contacting former employees with the contact details in Dusk's possession, notifying them of the back pay applicable to them and updating their payment information to ensure that any underpayments are paid into their current and correct account.
6. Prior to the execution of this Undertaking, Dusk notified the FWO that it had:
- (a) received a detailed audit report from EY which assessed the quantum and extent of the underpayments by Dusk, as well as assessing Dusk's compliance with all other obligations under the Retail Award (**EY Report**);
 - (b) calculated the total underpayment owing to each of the employees listed in column A of Schedule A to this undertaking (**Schedule A Employees**) to be the amounts listed in column D of Schedule A to this Undertaking. 1569 employees had been found to have been underpaid a total of \$2,344,405, with individual underpayments ranging from \$4.25 to \$26,261.84 and an average underpayment per employee of \$1,494.20;
 - (c) calculated the amount of superannuation owed to each of the Schedule A Employees on the underpayment, plus 10% interest, to be the amounts listed in column G of Schedule A to this Undertaking;
 - (d) calculated the amount of interest owed to each of the Schedule A Employees, using an interest rate that is 4% above the cash rate published by the RBA at the end of the last financial year, to be listed in column H of Schedule A to the Undertaking;

- (e) in relation to each of the Schedule A Employees marked with a 'YES' in column K of Schedule A to this Undertaking, rectified the underpayments and associated superannuation underpayments by paying:
 - (i) the amount listed in column D to the employee;
 - (ii) the amount listed in column G to the employee's chosen superannuation fund; and
 - (iii) the amount listed in column H to the employee.

ADMISSIONS

- 7. The FWO has a reasonable belief, and Dusk admits, that Dusk contravened the Retail Award on and from 1 July 2013 to 30 June 2019 (**Relevant Period**) by failing to pay each of the Schedule A Employees in accordance with clause 31.2(b) of the Retail Award on one or more occasions where the Schedule A Employees had not received a break of 12 consecutive hours between two work periods.
- 8. The contraventions identified in clause 7 of this Undertaking do not include:
 - (a) any contraventions which relate to or arise as a consequence of Dusk failing to correctly apply the Retail Award to any employee not listed in Schedule A to this Undertaking (**Non-schedule Employees**). For the avoidance of doubt this Undertaking is not given in respect of any Non-schedule Employees who were underpaid as a result of Dusk failing to correctly apply the Retail Award and the FWO's acceptance of this Undertaking is not based on any reasonable belief about the existence of any contravention because of any such underpayment; or
 - (b) any contraventions of the Retail Award by Dusk not referred to in clause 7 whether in relation to any of the Schedule A Employees or Non-Schedule Employees; or
 - (c) any contraventions which have not yet occurred at the date that this Undertaking is offered by Dusk (whether or not those contraventions are identified in the Independent Audits described at clause 23 below). For the avoidance of doubt this Undertaking is not given in respect of any contravention which has not occurred on the date which it is offered by Dusk and the FWO's acceptance of this

Undertaking is not based on any reasonable belief about the existence of any such contravention.

UNDERTAKINGS

9. Dusk will take the actions set out at clauses 10 to 60 below.

Rectification of underpayments

10. By 22 February 2021, Dusk will pay each of the Schedule A Employees:

- (a) any outstanding underpayment amount owing to them;
- (b) any outstanding superannuation payments which may be required by law, plus 10% interest, by making payment to their chosen superannuation fund; and
- (c) interest on the amount referred to in column D of Schedule A for that employee, calculated using an interest rate that is 4% above the cash rate published by the RBA at the end of the last financial year, and in the amount listed in column H of Schedule A to this Undertaking in relation to that employee.

11. By 1 March 2021, Dusk will provide the FWO with evidence of all payments made to the Schedule A Employees to rectify the Underpayments.

12. If any of the Schedule A Employees cannot be located by 29 March 2021, Dusk will pay the underpayment amounts owing to those employees to the Commonwealth of Australia in accordance with section 559 of the FW Act. Dusk will complete the required documents supplied by the FWO for this purpose.

13. In the event that the FWO is able to locate and contact any former employees of Dusk whom underpayments are owed, the FWO will (in addition to its obligations under s 559 of the FW Act) notify Dusk in writing of the name and contact details of the former employee. Within 14 days of receiving any such notice Dusk will:

- (a) pay the former employee interest on the amount already paid by Dusk to the Commonwealth of Australia in respect of that employee, calculated using an interest rate that is 4% above the cash rate published by the RBA at the end of the last financial year and in the amount listed in column H of Schedule A to this Undertaking in relation to that employee; and

- (b) pay to the former employee's chosen superannuation fund the amount listed in column G of Schedule A to this Undertaking in relation to that employee.

Provision of information to the FWO

- 14. The FWO acknowledges that prior to the execution of this Undertaking, Dusk provided the FWO with a full and non-redacted version of the EY Report on 13 August 2020.
- 15. Dusk has provided the EY Report without seeking to place any limitation on how the FWO may use the EY Report or the information in the lawful performance of its statutory functions and powers. Dusk will not assert, or seek to assert, any limitation on how the FWO may use or rely on the EY Report or information in the lawful performance of its statutory functions and powers.
- 16. By 30 June 2021, Dusk will provide to the FWO information about the new systems and processes that it has put in place to ensure compliance with its obligations under the FW Act and the Retail Award. This will include, but is not limited to:
 - (a) details of how Dusk has implemented the 'Dayforce' time and attendance system; and
 - (b) details of the additional roster training provided to employees.
- 17. If the information provided by Dusk is determined by the FWO to be insufficient to satisfy the FWO that the new systems and process will prevent future instances of non-compliance with the FW Act or the Retail Award, Dusk must, in response to a request by the FWO, provide further information as requested by the FWO within a period of 14 days.

Letter of Assurance

- 18. By 22 February 2021, Dusk will provide the FWO a Letter of Assurance signed by the Chief Executive Officer of Dusk in the terms as set out at Attachment A.
- 19. The FWO will accept the Letter of Assurance, the EY Report and information about the new systems and processes (referred to in clauses 16 and 17 above) in lieu of requiring Dusk to be subject to an independent assessment of Dusk's quantification and rectification of the underpayments to the Schedule A Employees and Dusk's new systems and processes.

Training

20. By 1 April 2021, Dusk will ensure that all current employees of Dusk with responsibility for payroll, rostering or human resources functions have appropriate training in ensuring compliance with the FW Act and the Retail Award.
21. By 15 April 2021, Dusk will provide to the FWO records of the training completed by the employees referred to clause 20, including:
 - (a) when the training occurred;
 - (b) attendees at the training; and
 - (c) the content covered by the training.
22. Dusk will ensure that all new employees engaged by Dusk with responsibility for payroll, rostering or human resources functions have or receive appropriate training in ensuring compliance with the FW Act and the Retail Award.

Independent Audits

23. Dusk must, at its cost, engage an appropriately qualified, experienced, external and independent accounting professional or an employment law specialist (**Independent Auditor**) to conduct two audits of Dusk's compliance with the FW Act and *Fair Work Regulations 2009* (Cth), in relation to the Retail Award, or any future instruments that replace the Retail Award or cause it to not apply to Dusk's employees (**Audits**).
24. Dusk will notify the FWO of its proposed Independent Auditor by no later than 1 March 2021. The FWO may in its sole discretion approve the Independent Auditor in writing or otherwise require Dusk to propose other Independent Auditors until the FWO has approved in writing an Independent Auditor. The Independent Auditor must be approved by the FWO in writing prior to being engaged by Dusk.
25. Dusk must ensure that each of the Audits conducted by the Independent Auditor includes:
 - (a) an assessment of 10% of all employees of Dusk to whom the Retail Award (or replacement instruments) applies, across a range of classifications, locations and employment types (full time, part time and casual employment), during the relevant pre-audit period (**Sampled Employees**) in respect of their employment

- by Dusk;
- (b) an assessment of whether the Sampled Employees have been correctly classified by Dusk;
 - (c) an assessment of whether the pay and conditions of the Sampled Employees during the relevant audit period is in compliance with the FW Act and the Retail Award (or replacement instruments);
 - (d) direct contact with at least 12 Sampled Employees by way of site visits to at least 4 different sites, to ensure accuracy of hours worked;
 - (e) the production of a written report on each of the Audits setting out the Independent Auditor's findings, and the facts and circumstances surrounding them, to the FWO; and
 - (f) that each of the written reports referred to in clause (e) above contains the following declarations from the Independent Auditor:
 - (i) the Independent Auditor has no actual, potential or perceived conflict of interest in providing the report to the FWO;
 - (ii) notwithstanding that the Independent Auditor is retained by Dusk, the Independent Auditor undertakes that it has acted independently, impartially, objectively and without influence from Dusk in preparing the report;
 - (iii) the report is provided in accordance with applicable professional standards (which will be listed in the report); and
 - (iv) the report is provided to the FWO for its benefit and the FWO can rely on the report.

The First Audit

- 26. Dusk must ensure the Independent Auditor commences the first of the Audits by no later than 1 May 2021 (**First Audit**).
- 27. For the First Audit, the relevant pre-audit period to assess Sampled Employees is 1 May 2020 to 30 April 2021.

28. The relevant audit period for the First Audit must be at least two full consecutive pay periods falling within the period 1 March 2021 to 30 April 2021.
29. By 1 April 2021, Dusk will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the First Audit.
30. Dusk will use its best endeavours to ensure the Independent Auditor provides a draft written report of the First Audit directly to the FWO by 15 July 2021, setting out the draft First Audit findings, and the facts and circumstances supporting the First Audit findings. Dusk will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Dusk without the FWO's approval.
31. Dusk will use its best endeavours to ensure the Independent Auditor finalises the First Audit and provides a written report of the First Audit (**First Audit Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Auditor. Dusk will ensure the Independent Auditor does not provide the First Audit Report, or a copy of the same, to Dusk without the FWO's approval.

The Second Audit

32. Dusk must ensure the Independent Auditor commences the second of the Audits by no later than 1 May 2022 (**Second Audit**).
33. For the Second Audit, the relevant pre-audit period to assess Sampled Employees is 1 May 2021 to 30 April 2022.
34. The relevant audit period for the Second Audit must be at least two full consecutive pay periods falling within the period 1 March 2022 to 30 April 2022.
35. By 1 April 2022, Dusk will provide for the FWO's approval, details of the methodology to be used by the Independent Auditor to conduct the Second Audit.
36. Dusk will use its best endeavours to ensure the Independent Auditor provides a draft written report of the Second Audit directly to the FWO by 15 July 2022, setting out the draft Second Audit findings, and the facts and circumstances supporting the Second Audit findings. Dusk will ensure the Independent Auditor does not provide the draft written report, or a copy of the same, to Dusk without the FWO's approval.
37. Dusk will use its best endeavours to ensure the Independent Auditor finalises the

Second Audit and provides a written report of the Second Audit (**Second Audit Report**) directly to the FWO within one month of FWO providing any comments on the draft report to the Independent Auditor. Dusk will ensure the Independent Auditor does not provide the written report, or a copy of the same, to Dusk without the FWO's approval.

Outcome of Audits

38. If any of the Audits identify underpayments to any current or former employees, Dusk will conduct a reconciliation of the amounts paid to those employees during the relevant pre-audit period and rectify any underpayments that are identified. The reconciliation period for each identified employee will be from the start of the relevant pre-audit period to the end of the relevant audit period.
39. Dusk will provide to the FWO evidence of such rectification within 28 days of being informed by the FWO of the requirement to undertake the reconciliation.
40. If any employees identified in the Audits as having underpayments owing to them cannot be located within 60 days of the conclusion of the Second Audit, Dusk will pay those amounts to the Commonwealth of Australia (through the FWO) in accordance with section 559 of the FW Act. Dusk will complete the required documents supplied by the FWO for this purpose.
41. If any of the Audits identify an underpayment of minimum entitlements to one or more employees, and the FWO reasonably believes that employees not included in the Audits are also likely to have been underpaid, Dusk will engage an accounting professional or an employment law specialist approved by the FWO to conduct a further audit of all its employees to whom the Retail Award (or replacement instrument) applies (or a particular cohort of employees within this group), as determined by the FWO (**Additional Audit**). Any Additional Audit must be paid for by Dusk.
42. If requested by the FWO, Dusk will provide the FWO with all records and documents used to conduct any or all of the Audits (including any Additional Audit), within 7 days of such a request.

Employee Hotline

43. By 22 January 2021, at its own expense, Dusk will engage an independent organisation

to operate a dedicated telephone number and email address for all current and former employees to whom the Retail Award applies, or had applied, to make enquiries in relation to their entitlements, underpayments or related employment concerns (**Employee Hotline**). Employees will have the option of making enquiries on a confidential basis.

44. The independent organisation must be approved by the FWO prior to being engaged by Dusk to operate the Employee Hotline.
45. Dusk will:
 - (a) ensure the Employee Hotline remains operational for a period of 12 months;
 - (b) ensure that the telephone number and email address are included in the public notice (see clauses 49 to 51), the website notice (see clauses 52 to 54) and the social media notice (see clauses 55 to 57);
 - (c) take steps to respond to each telephone and email enquiry and seek to resolve any issues within 30 days and notify the FWO of any issues that are not resolved within 60 days; and
 - (d) provide a de-identified list of enquiries received by the Employee Hotline to the FWO every three months from the establishment of the Employee Hotline.

Notices – Internal and External

Apology to Employees

46. Dusk will send a letter of apology (**Apology Letter**) to each of the Schedule A Employees, by 7 March 2021. The Apology Letter will be in the form of Attachment B to this Undertaking.
47. Dusk will provide evidence to the FWO that the Apology Letter has been sent to all Schedule A Employees by 14 March 2021.

Media Release

48. Upon acceptance of the Undertaking, the FWO will publish a media release on its website in respect of this Undertaking.

Public Notice

49. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Dusk will place a notice in *The Australian Financial Review* (**Public Notice**).
50. The Public Notice must:
- (a) bear the name and logo of Dusk;
 - (b) appear within the first ten pages of *The Australian Financial Review*;
 - (c) be at least 10 cm x 8 cm; and
 - (d) contain wording in the form of Attachment C.
51. Dusk will inform the FWO when the Public Notice will be published and provide a copy to the FWO within seven days of its publication.

Website Notice

52. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Dusk will place a notice on its website, accessible through a hyperlink on the front page of <https://www.dusk.com.au/> (**Website Notice**).
53. The Website Notice must:
- (a) be in the form of the Website Notice set out at Attachment C;
 - (b) be displayed in at least size 10 font; and
 - (c) remain on the website for a period of 28 days.
54. Within 7 days of placing the Website Notice on its website, Dusk will provide to the FWO evidence of its placement.

Social Media Notice

55. Within 28 days of, but not prior to, the FWO publishing a media release on its website in respect of the Undertaking, Dusk will place a post on its Facebook page (**Social Media Notice**).
56. The Social Media Notice must:
- (a) be posted to Dusk's timeline, pinned to the top of the Facebook page in public

view;

- (b) remain on the Facebook page for a continuous period of at least 28 days; and
- (c) be in the form of the Social Media Notice set out at Attachment C.

57. Within 7 days of posting the Social Media Notice to its Facebook page, Dusk will provide to the FWO evidence of the post.

Contribution Payment

58. By 28 February 2021, Dusk will make a contribution payment of \$45,000 into the Consolidated Revenue Fund.
59. Dusk will provide evidence to the FWO of having paid the contribution payment within 14 days of making payment to the Consolidated Revenue Fund.

No Inconsistent Statements

60. Dusk must not, and must use its best endeavours to ensure that its officers, employees or agents do not, make any statement or otherwise imply, either orally or in writing, anything that is inconsistent with admissions or acknowledgements contained in this Undertaking.

ACKNOWLEDGEMENTS

61. Dusk acknowledges that:

- (a) the FWO may:
 - (i) make this Undertaking (including any of the Attachments) available for public inspection, including by posting it on the FWO internet site at www.fairwork.gov.au;
 - (ii) release a copy of this Undertaking (including any of the Attachments) pursuant to any relevant request under the *Freedom of Information Act 1982* (Cth);
 - (iii) issue a media release in relation to this Undertaking;
 - (iv) from time to time, publicly refer to the Undertaking (and any of the Attachments hereto) and its terms; and

- (v) rely upon the admissions made by Dusk set out in clause 7 above in respect of decisions taken regarding enforcement action in the event that Dusk is found to have failed to comply with its workplace relations obligations in the future, including but not limited to any failure by Dusk to comply with its obligations under this Undertaking;
- (b) consistent with the Note to section 715(4) of the FW Act, this Undertaking in no way derogates from the rights and remedies available to any other person arising from the conduct set out herein;
- (c) consistent with section 715(3) of the FW Act, Dusk may withdraw from or vary this Undertaking at any time, but only with the consent of the FWO; and
- (d) if Dusk contravenes any of the terms of this Undertaking:
 - (i) the FWO may apply to any of the Courts set out in section 715(6) of the FW Act, for orders under section 715(7) of the FW Act; and
 - (ii) this Undertaking may be provided to the Court as evidence of the admissions made by Dusk in clause 7 above, and also in respect of the question of costs.

Executed as an undertaking

EXECUTED by Dusk in accordance with section 127(1) of the *Corporations Act 2001*:



(Signature of director)

Peter Kling

(Name of director)

27/01/21

(Date)



(Signature of director/company secretary)

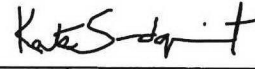
John Joyce

(Name of director/company secretary)

27-1-21

(Date)

in the presence of:

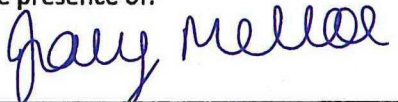


(Signature of witness)

Kate Sundquist

(Name of witness)

in the presence of:




(Signature of witness)

Tracy Mellor

(Name of witness)


ACCEPTED by the FAIR WORK OMBUDSMAN pursuant to section 715(2) of the *Fair Work Act 2009* on:



Mark Scully, Deputy Fair Work
Ombudsman – Compliance and
Enforcement

Delegate for the FAIR WORK
OMBUDSMAN

in the presence of:



(Signature of witness)

28/1/2021

(Date)

28/1/2021

(Name of Witness)

Attachment A – Letter of Assurance

Sandra Parker
The Fair Work Ombudsman
Fair Work Ombudsman
GPO Box 9987
MELBOURNE VIC 3001

Dear Sandra

I am writing on behalf of Dusk Australasia Pty Ltd (Dusk) in my capacity as the Chief Executive Officer. This letter follows a process where Dusk self-reported that:

- it had identified that it had failed to comply with the *General Retail Industry Award 2010* (Retail Award) by failing to comply with clause 31.2; and
- as a result, had underpaid 1,569 current or former employees a total of \$2,344,405.63 plus superannuation and interest.

I write to provide the FWO with my assurance that I am satisfied:

- the process by which Dusk, as assisted by Ernst & Young, calculated the underpayments to their current and former employees was correctly undertaken; and
- that Dusk is compliant with the *Fair Work Act 2009* as it relates to the Retail Award; and
- as of [date] all former and current employees impacted by the underpayments, apart from those who have not been able to be located by Dusk, have been paid their entitlements (plus interest) under the Retail Award by Dusk.

Dusk has remediated all issues as a matter of priority and is committed to minimising the risk of future non-compliance.

Sincerely

Peter King

Chief Executive Officer

Dusk Australasia Pty Ltd

Attachment B – Letter of Apology

FORM OF APOLOGY LETTER TO AFFECTED EMPLOYEES

<Date>

<Employee Full Name>

Dear <Employee Name>

I am writing to apologise on behalf of Dusk Australasia Pty Ltd (**Dusk**) for non-compliance with Commonwealth workplace relations laws.

As you have already been informed by prior contact with the company, Dusk has formally acknowledged to the Fair Work Ombudsman (**FWO**) that it contravened the *Fair Work Act 2009* (Cth) by failing to pay 1,304 current or former employees in accordance with clause 31.2 of the *General Retail Industry Award 2010* (**Retail Award**).

Regrettably, as you are aware it was determined you were affected by these contraventions.

Dusk has taken steps to remedy the contraventions. A review determined that you were owed an amount broken down as per below:

- (a) \$[insert amount] in respect of minimum entitlements;
- (b) 9.5% of superannuation in addition to a discretionary 10% interest on the super component
- (c) \$[insert amount] in respect of interest on the primary back pay amount.

This Payment was made to you on the [insert date] and should you require further payment advice over and above that already provided with your payment this can be requested by emailing payroll@dusk.com.au.

Dusk has formally disclosed to the FWO that Dusk did not comply with its obligations under Commonwealth workplace relations laws and has entered into an Enforceable Undertaking with the FWO, a copy of which will be available at www.fairwork.gov.au.

As part of the Enforceable Undertaking, we have committed to a number of measures to ensure future compliance with Commonwealth workplace relations laws.

Dusk expresses its sincere regret and apologises to you for failing to comply with our lawful obligations.

Should you have any questions or concerns about this or any other employment matter there are two options available to you to assist you with the matter:

- (a) a hotline has been established and is being operated by <insert entity name>, an independent party that can assist you with your enquiries, on a confidential basis if required. <insert entity name> can be contacted on <insert contact number> or at <insert email address>; or
- (b) Dusk will maintain a non-confidential enquiry line that you can contact at any time with any enquiries you have. We will make every attempt to resolve your enquiry within 30 days of receiving it and commit to maintaining open communication with you about the progress of your enquiry. You can contact this enquiry line via <insert email address or telephone number>.

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.

Yours sincerely

Peter King
On behalf of Dusk Australasia Pty Ltd

Attachment C – Form of Public, Website, Social Media and Workplace Notice

In response to requests from former employees, Dusk recently reviewed its payroll systems and processes and identified that it had contravened the *Fair Work Act 2009* (Cth) by failing to pay 1,304 current or former employees in accordance with clause 31.2 of the *General Retail Industry Award 2010* (**Retail Award**).

On [date], Dusk formally disclosed to the Fair Work Ombudsman (**FWO**) that contraventions of the Retail Award had occurred. Consequently, it was determined that 1,569 current or former employees had been underpaid.

Upon conducting the review referred to above, dusk began contacting all current and former employees impacted by this breach and commenced repayments.

Dusk has now entered into an Enforceable Undertaking with the FWO to ensure its ongoing compliance with Commonwealth workplace laws.

Dusk will, as a result of the Enforceable Undertaking, commit to undertake a number of activities to ensure its ongoing compliance such as, conducting two independent audits, additional training and formally apologising to individual employees.

Dusk expresses its sincerest regrets and apologises for these contraventions.

If you worked for Dusk during the period on and from 1 July 2013 to 30 June 2019 and have queries or questions relating to your employment, please contact either:

- the hotline being operated by independent third party <insert entity name> on <contact number>. This hotline can be contacted on a confidential basis or at <insert email address>; or
- Dusk directly through their non-confidential enquiry line on <insert contact number or email address>.

Alternatively, anyone can contact the FWO via www.fairwork.gov.au or on 13 13 94.