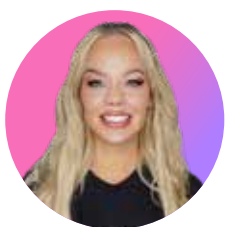


FILTA

One Contractor Agreement, One Dismissal

The Pascua Case



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Executive summary

A paralegal in the Philippines who never worked in Australia was found to be an employee of an Australian business and was awarded compensation for unfair dismissal.

Joanna Pascua worked from her home in the Philippines for Doessel Group, a Queensland business related to the law firm MyCRA Lawyers, under an agreement titled "Independent Contractor's Agreement". She was dismissed on a Skype call on 20 March 2024. Three Fair Work Commission decisions followed:

- 1. 26 September 2024.** Deputy President Slevin found she was an employee, not a contractor ([2024] FWC 2669).
- 2. February 2025.** A Full Bench (Vice President Gibian, Deputy Presidents Clancy and Roberts) refused the employer permission to appeal on 21 February 2025 ([2025] FWCFB 43).
- 3. 27 June 2025.** The Deputy President found the dismissal harsh, unjust and unreasonable and awarded 15 weeks' pay, about \$10,800 ([2025] FWC 1833).

The ABC reported that she is believed to be the first overseas worker to win Australian workplace protections in the Commission.

What the decisions record. She used the company's email address, signature block and phone account. Files were allocated to her daily and she had performance targets. She was paid below the award rate. The Commission also found the way the employer ended the relationship was unfair.

What it did not settle. The Full Bench made no final finding on whether Ms. Pascua was engaged outside Australia. The parties had not addressed

Executive summary

the question at first instance and direct evidence of where the contract was formed was not given, so the section 35(3) question was not decided for her. On back pay, the decisions as reported by QLS Proctor, Rigby Cooke and Pointon Partners award compensation only. Two blogs say back pay was also awarded, which those sources do not support. See the table of published claims below.

This paper sets out the facts of the case, the Commission's reasoning and the outcome. It is general information, not legal advice.

The case at a glance

The dispute ran through three decisions in nine months, all before Deputy President Tony Slevin or a Full Bench.

Item	Detail
01 Worker	Joanna Pascua, a Philippine national working from her home in Manila
02 Respondent	Doessel Group Pty Ltd, the party to her contract. It is related to Legal Practice Holdings Group Pty Ltd trading as MyCRA Lawyers, a Strathpine (Queensland) law practice, for whose clients she worked. Principal: Graham Doessel
03 Contract	"Independent Contractor's Agreement" starting 21 July 2022
04 Role	Paralegal and legal assistant work for clients of MyCRA Lawyers
05 Pay	\$18 an hour, capped at eight hours a day over five days, or \$720 a week
06 Dismissal	20 March 2024, on a Skype call
07 Her counsel on appeal	Alex Moriarty, Brisbane

Decision	Date	Question	Result
01 [2024] FWC 2669	26 September 2024	Was she an employee, and could she claim unfair dismissal?	Employee. Objection dismissed
02 [2025] FWCFB 43	21 February 2025	Should the employer get permission to appeal?	Refused
03 [2025] FWC 1833	27 June 2025	Was the dismissal unfair, and what remedy?	Harsh, unjust and unreasonable. 15 weeks' pay, about \$10,800

Sources: [QLS Proctor](#), [Pointon Partners](#) and [ABC News](#). Reports vary on the dismissal date. This paper uses 20 March 2024, the date recorded in the Commission's decisions as quoted by Pointon Partners.

What happened

The agreement called her a contractor. The decisions record the following about how the work was done.

The working arrangement. Ms. Pascua worked from home on a phone and a computer, during hours that matched Australian business hours. She told the ABC she was expected online from 8:30 to 5 Queensland time. Files were allocated to her by email each day. She dealt with clients, banks and credit agencies on behalf of MyCRA Lawyers' clients. Her contract set targets of four billable hours a day or \$2,000 in disbursements a day.

The signals of belonging. She had an email address on the company's domain and a signature block that named her as a paralegal for the firm. Within 12 months she was working without supervision and training others. Of 83 invoices she submitted, 55 claimed the maximum 40 hours.

The contract. The agreement called her an independent contractor and stated that the company was not liable for taxes or employment benefits. The Commission gave those labels little weight, as discussed below.

The dismissal. On 20 March 2024 Mr. Doessel phoned her about mistakes on a file and dismissed her on the spot. During the call her supervisor accessed her computer remotely. Mr. Doessel alleged she had copied company and client information to a personal drive, which she denied. According to the Commission's findings reported by QLS Proctor, he said that if he was not allowed to look through her computer he would involve the Australian Federal Police, who would contact the Philippine police. Her termination notice gave poor performance as the reason.

Her claim. She told the ABC that she was first told she could not apply because she was not resident in Australia. She argued that the Fair Work Act does not require a worker to be physically in Australia and filed an unfair dismissal application. Brisbane lawyer Alex Moriarty took her case when the employer appealed.

Sources: [QLS Proctor](#), [Pointon Partners](#), [ABC News](#).

The Commission's reasoning

The Commission decided two things: she was an employee, and the Fair Work Act could reach an employee who lived in another country.

Employee or contractor

Deputy President Slevin applied the High Court's 2022 decisions in *Personnel Contracting* and *Jamsek*, which tell a decision-maker to look at the rights and obligations the written contract creates. Section 15AA of the Fair Work Act, which takes in the whole working relationship, only began on 26 August 2024 and was not applied. Future cases will use that wider test.

He asked whether she ran her own business or worked inside someone else's. His overall assessment was that the contract created employment, not a relationship between a principal and an independent contractor. The factors he relied on, as reported by [Pointon Partners](#) and [QLS Proctor](#):

Factor	What the decision noted
01 Work for another's business	The contract required her to work in the business of another
02 Personal performance	Paralegal work is not a profession, trade or distinct calling run as a business
03 Nature of the work	A company phone account, email address and signature block
04 Identity	Key performance indicators and set timeframes
05 Control	Weekly payment at an hourly rate
06 Pay level	\$18 an hour, below the minimum wage, and below the \$30.95 casual award rate for a level 2 employee
07 Award coverage	The work fitted the Legal Clerical and Administrative description in the Legal Services Award

On pay level. Pointon Partners reports that the Deputy President noted a contractor's remuneration would be well in excess of the award rate, whereas her \$18 an hour was below it.

Could the Act reach her

Unfair dismissal protection applies to a "national system employee". At first instance the employer did not argue the point beyond denying she was an employee, and the Deputy President was satisfied she qualified.

The Full Bench looked at it more closely. It found the respondent was beyond doubt a national system employer and that it should logically follow that she was a national system employee, though it did not call that conclusive. It also discussed regulation 1.15F(5), which extends unfair dismissal to an "Australian-based employee" of an Australian employer without territorial limit. Under section 35(3), that extension does not apply to an employee engaged outside Australia to perform duties outside Australia.

The duties limb was not in doubt because she worked entirely from the Philippines. The live question was where she was "engaged". The Deputy President had noted the word is ambiguous and could refer to where the contract is formed. Pointon Partners reports that the Full Bench discussed authority supporting that reading, and that a contract forms when the offeror receives the acceptance. L&E Global and Fair Work Legal Advice report that the Full Bench did not decide the question, because the parties had not addressed it at first instance and direct evidence of formation was not given. All of these sources agree the Full Bench refused permission to appeal on the point and made no final finding.

The appeal

The employer appealed on jurisdiction, and the Full Bench refused permission to appeal.

Doessel Group argued that Ms. Pascua was not a national system employee and so could not seek an unfair dismissal remedy. It also argued that she was not an employee because she was responsible for her own equipment, could control how she managed her workload, could to an extent set her hours, and had never held a visa to work in Australia. In [2025] FWCFB 43, delivered on 21 February 2025, a Full Bench of Vice President Gibian and Deputy Presidents Clancy and Roberts refused permission to appeal. According to HR Leader, it found no sufficiently arguable case of appealable error on the finding that she was an employee, found no relevance in the argument about her location, and rejected as without merit an argument that the Deputy President had applied amended provisions.

Three points arise from the appeal:

- 1. Employee status stands.** The contract's label and its no-liability clauses did not save the employer.
- 2. Where the contract is formed.** The Deputy President noted that "engaged" in section 35(3) is ambiguous. Pointon Partners reports that the Full Bench affirmed that it means where the contract is formed. Other summaries say the Full Bench did not decide the point.
- 3. The question was left open.** It made no final finding on whether she was engaged outside Australia, so the section 35(3) exception was not tested to a result. A later Commission decision, *Digo v BikesOnline Australia* in 2026, did apply the formation test and found the exception did not apply, according to [AXM Law](#).

The appeal cleared the way for her unfair dismissal claim to proceed to a hearing on the merits.

The remedy and what it cost

The Deputy President awarded 15 weeks' pay, about \$10,800, after finding the dismissal harsh, unjust and unreasonable.

In [2025] FWC 1833, handed down on 27 June 2025, Deputy President Slevin found Ms. Pascua was an employee within section 385 of the Act and that her dismissal was harsh, unjust and unreasonable. His reasons, as reported by [QLS Proctor](#):

- **Reason.** Poor performance can justify dismissal, but he saw no pattern of repeated poor performance against firm instruction and little evidence of help to improve.
- **Warnings.** No formal warning had been given.
- **Procedure.** The employer rang her about mistakes on one file, dismissed her at once, brushed aside her explanations and her complaints about workload and training, and inspected her computer remotely without her consent.
- **State of mind.** The decision was made in an agitated state, without the careful consideration a dismissal should have.
- **Remedy.** Reinstatement was not appropriate. He ordered 15 weeks' pay.

The figure. Fifteen weeks at the \$720 weekly pay in her contract is \$10,800.

The employer's position. The matter involved three proceedings, including an unsuccessful appeal. Legal costs have not been reported. Graham Doessel told the ABC he had not replaced her with another worker from the Philippines and described the experience as "once bitten, twice shy".

What was not decided. The ABC reported that she could pursue unpaid wages through the Fair Work Ombudsman, and Poynton Partners notes that broader claims such as minimum wage and National Employment Standards entitlements would likely need a separate court action. This case decided an unfair dismissal claim only.

Reaction and what it signals

Lawyers quoted by the ABC differed on how many further claims will follow.

For the worker. Ms. Pascua told the ABC she felt she had to stand up for herself and show her adult children that she practiced what she preached. She said she could not make a company listen to Philippine law because of how the arrangement was set up.

For her lawyer. Alex Moriarty said the ruling puts companies on notice that employing offshore workers is not an easy way around Australian workplace protections. He warned of wage theft and gender pay gap style claims, including class actions.

A cautious view. Sydney employment lawyer Sarah Capello agreed such claims could follow, but expected fewer than some predict. She pointed to the cost of litigation for what are rarely large claims.

For the employer. Mr. Doessel argued that businesses hire offshore because they cannot afford Australian wages, and predicted the ruling would hurt thousands of small businesses such as accountants, solicitors, brokers and finance companies.

The scale claim. A legal filing for Ms. Pascua said she was likely one of "tens of thousands" of people hired as offshore contractors who may in fact be employees. That is a submission, not a finding of the Commission.

What came next. In 2026 the Commission decided *Digo v BikesOnline Australia*. A Philippine-based accountant who had never visited Australia was found to be an employee and an Australian-based employee, because her agreement was offered from Sydney and accepted there. That decision concerned jurisdiction only. See [HR Leader](#).

Source for the quotations and views above: [ABC News, 3 June 2025](#).

What the decisions established

These are the points the three decisions settled, as reported in the sources listed below.

1. A written agreement titled "Independent Contractor's Agreement", with a clause denying liability for taxes and benefits, did not prevent a finding that she was an employee.
2. The test applied was the High Court's approach in *Personnel Contracting* and *Jamsek*. Section 15AA of the Fair Work Act was not in force when the first decision was made.
3. The factors noted included a company email address, signature block and phone account, performance targets and set timeframes, weekly payment at an hourly rate, work that could not be given to someone else, and pay below the minimum wage.
4. A worker in the Philippines who had never worked in Australia was held entitled to bring an unfair dismissal claim against an Australian employer.
5. The Full Bench discussed whether a worker is "engaged" for section 35(3) at the place where the contract is formed. Pointon Partners reports it affirmed that reading. It made no final finding on that point for Ms. Pascua.
6. The dismissal was found harsh, unjust and unreasonable. No formal warning had been given, there was little evidence of help to improve, and the procedure was unfair, including remote inspection of her computer without her consent.
7. The remedy was 15 weeks' pay of \$10,800. Reinstatement was not appropriate.
8. Minimum wage and National Employment Standards entitlements were not decided.

About Filta

Filta is a Brisbane-based offshore staffing and Employer of Record company, founded in 2016. It places dedicated full-time team members in the Philippines and Colombia for clients in Australia, the United States, the United Kingdom and New Zealand.

No decision reviewed for this paper considers an arrangement where an offshore Employer of Record employs the worker.



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Published claims and what the sources show

Several published articles describe the case differently. This table records each claim, where it appears and what the sources reviewed show. A claim that was accurate when published may have been overtaken by later decisions.

Claim	Where it appears	What the sources show
01 She was dismissed in 2023	Filta blog, 10 June 2025	The Commission's decisions, as quoted by Pointon Partners, record 20 March 2024. QLS Proctor says March 2024. The ABC says February 2024
02 A landmark 2025 ruling	Filta blog	The employee finding was 26 September 2024. The appeal was refused in February 2025. The ABC reported it in June 2025. The unfair dismissal decision came on 27 June 2025, after that blog was published
03 She could challenge her dismissal	Filta blog	Correct when published. She did, and the Deputy President found the dismissal harsh, unjust and unreasonable on 27 June 2025
04 She was retroactively entitled to the minimum wage of \$24.87 an hour	Filta blog	The ABC reports the Deputy President found she was entitled to national minimum work standards, including a wage of at least \$24.87 an hour. No decision reviewed orders payment of arrears. The ABC says she could pursue unpaid wages through the Fair Work Ombudsman. Pointon Partners says broader claims would likely need a separate court action
05 She was awarded \$10,800 plus back-payment to the minimum wage	Tuan Nguyen blog, 5 October 2026, and DBA Advisory	QLS Proctor and Rigby Cooke report compensation of \$10,800, equal to 15 weeks' pay, and no back pay. Neither blog cites a paragraph of the decision. Not corroborated
06 A "\$10,000 payout"	QLS Proctor headline	The article's text gives \$10,800, which is 15 weeks at \$720
07 She was dismissed by email	Tuan Nguyen blog and iKeep	The Commission's 2025 decision, in a search excerpt, records a Skype call on 20 March 2024. L&E Global reports Mr. Doessel also emailed her that day saying the contract was terminated. Her termination notice gave poor performance as the reason
08 The employer dropped the territorial argument	Tuan Nguyen blog	Pointon Partners reports the employer relied on its argument that she was not an employee and did not contest that she was a national system employee. The Full Bench later discussed section 35 and made no final finding
09 Class actions are legally feasible	Filta blog	The ABC reports her lawyer's view that class actions could follow. Another lawyer expected fewer claims. No class action is reported in the sources reviewed
10 Misclassification now carries penalties under workplace law	Filta blog, linking an ATO page	Not part of the Pascua decisions. No penalty beyond the \$10,800 compensation is reported
11 She worked for a Brisbane-based firm	Filta blog	Consistent. The employer is described as a Strathpine, north Brisbane business related to MyCRA Lawyers

Important notice and sources

This paper is general information as at 19 October 2026 and is not legal, tax or employment advice. Laws differ by country and change often. Take advice from a qualified adviser in each country where you hire.

Decisions

- Pascua v Doessel Group Pty Ltd [2024] FWC 2669, Deputy President Slevin, 26 September 2024
- Doessel Group Pty Ltd v Pascua [2025] FWCFB 43, Full Bench, 21 February 2025
- Pascua v Doessel Group Pty Ltd [2025] FWC 1833, Deputy President Slevin, 27 June 2025
- CFMMEU v Personnel Contracting Pty Ltd [2022] HCA 1 and ZG
- Operations Pty Ltd v Jamsek [2022] HCA 2
- Cohen v iSoft Group Pty Ltd [2012] FCA 1071

Sources read in full

- [QLS Proctor, \\$10,000 payout for sacked legal assistant, July 2025](#)
- [ABC News, Filipino woman changes the game for offshore workers, 3 June 2025](#)
- [Pointon Partners, Outsourced but not outside the law, August 2025](#)
- [HR Leader, offshore employee wins Australian-based status](#)
- [AXM Law, jurisdictional win](#)

Read as search excerpts

- Fair Work Commission decisions: [2024 FWC 2669](#) and [2025 FWC 1833](#)
- [Hicksons, outsourcing pitfalls](#)
- [iKeep](#)

Filta publications

- [The Death of the Direct Contractor Model?, June 2025](#)
- [Risk-Proofing Your Global Workforce, July 2025](#)

Other sources cited in the table of published claims

- [Tuan Nguyen, The Fair Work offshore ruling is not what the headlines said, 5 October 2026](#) (read in full; the author notes his business supplies offshore staff)
- [Rigby Cooke, Offshore contractor or employee?](#) (search excerpt)
- [DBA Advisory, Doessel Group vs Pascua](#) (search excerpt)
- [Ross Clennett, FWC ruling on overseas-based workers](#) (search excerpt)

Sources used to check the Full Bench decision (search excerpts)

- [HR Leader, Qld law firm fails to stop unfair dismissal complaint](#)
- [L&E Global, Cross-border outsourcing arrangements, October 2025](#)
- [Fair Work Legal Advice, Fundamental jurisdictional issues in fair work system](#)

[Case note on Doessel Group Pty Ltd v Joanna Pascua \[2025\] FWCFB 43](#)

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