

**CASE STUDY MATERIALS**

June 2021  
Level 6  
THE PRACTICE OF EMPLOYMENT LAW  
Subject Code L6-19



**THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES**

**UNIT 19 – THE PRACTICE OF EMPLOYMENT LAW\***

**CASE STUDY MATERIALS**

**Information for Candidates on Using the Case Study Materials**

- This document contains the case study materials for your examination.
- In the examination, you will be presented with a set of questions which will relate to these case study materials. You will be required to answer **all** the questions on the examination paper.
- You should familiarise yourself with these case study materials prior to the examination, taking time to consider the themes raised in the materials.
- You should take the opportunity to discuss these materials with your tutor/s either face-to-face or electronically.
- It is recommended that you consider the way in which your knowledge and understanding relate to these case study materials.

**Instructions to Candidates Before the Examination**

- A clean/unannotated copy of the case study materials is attached to this examination.
- You are permitted to take your own clean/unannotated copy of the case study materials and a statute book, where permitted, into the examination. You are **NOT** permitted to take any other materials including notes or textbooks.
- In the examination, candidates must comply with the CILEx Examination Regulations – Online Examinations or with the CILEx Examination Regulations – Online Examinations with Remote Invigilation.

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\* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW, LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE and the LEVEL 6 DIPLOMA IN LEGAL PRACTICE**

## CASE STUDY MATERIALS

### ADVANCE INSTRUCTIONS TO CANDIDATES

You are a trainee lawyer in the firm of Kempstons, The Manor House, Bedford, MK42 7AB. Your supervising partner is Deepika Danish.

You arrive at work and are given the following documentation to review and consider:

**DOCUMENT 1** Email from Amy Casper to Deepika Danish, dated 11 May 2021

**DOCUMENT 2** Memorandum from Deepika Danish, dated 19 May 2021

**DOCUMENT 3** Email from Nabil Otterton to Deepika Danish, dated 24 May 2021

**DOCUMENT 4** Attendance note, dated 26 May 2021, Deepika Danish (Advocate) and Peter Styles (Client)

**DOCUMENT 5** Email from Yin Egbert to Deepika Danish, dated 28 May 2021

DOCUMENT 1

EMAIL

**From:** Casper, Amy  
**Sent:** 11 May 2021, 12:30  
**To:** Danish, Deepika  
**Subject:** Restrictive Clauses

Hello,

My name is Amy Casper and I am the manager of Brianne's Bookstore. I hope you will be able to assist me with a matter involving a former employee of the bookstore, Ms Farah Glenn.

Ms Glenn worked at Brianne's Bookstore for six years as head of marketing for Brianne's Bookstore Ltd. This role involved Ms Glenn closely interacting with many of the company's key clients and customers, as well as learning about our specific, and often confidential, business practices.

At the end of last week, Ms Glenn asked for a meeting with me. During this meeting, she told me she had 'outgrown' our company and would be joining Higher Readings, another bookstore, as its director of marketing. Ms Glenn handed in her notice the same day.

I reminded Ms Glenn of Clause 9.2 in her employment contract. This clause prohibits employees from working for a competitor after leaving the company; this restriction extends 20 miles from the working location and lasts for 12 months. Higher Readings is located less than 10 miles from Brianne's Bookstore and both businesses sell books.

Ms Glenn claims that Brianne's Bookstore and Higher Readings are not competitors, as they have a different 'calibre of clientele'. She would therefore not be breaching Clause 9.2 by accepting the role with Higher Readings. We obviously consider this to be a poor excuse, not to mention an inaccurate one, as the two businesses sell the same broad range of books.

I would appreciate your advice as to our rights in this matter.

Thank you.

Regards,

Amy Casper

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**DOCUMENT 2**

**MEMORANDUM**

**To:** Trainee Lawyer

**From:** Deepika Danish

**Client:** Amy Casper

**Date:** 19 May 2021

Hi,

I have received further information from this client (Amy Casper) today.

Please see the previous email from Amy Casper dated 11 May 2021 **[Document 1]**, as well as my notes below, and prepare to assist me with this case.

Thanks,  
Deepika Danish

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Farah Glenn handed in her notice at Brianne's Bookstore on 7 May 2021.

Clause 9.2 in her contract states that, upon handing in her four weeks' notice, she would be relieved of all her duties. She would also be required not to undertake any work during her notice period. She would continue to receive her full salary and all benefits during this time.

Farah Glenn began working for Higher Readings, a competitor, on 14 May 2021.

DOCUMENT 3

EMAIL

**From:** Otterton, Nabil  
**Sent:** 24 May 2021, 13:25  
**To:** Danish, Deepika  
**Subject:** Employee Problems

Hi,

I have been having an issue with one of my employees and would appreciate your advice. I have laid out the key details below.

I head a team of eight plumbers at Kelly's Plumbing Ltd. We recently took on our first and only female employee, Imogen Jagger. I thought things had got off to a good start when Imogen agreed to work overtime with her colleague, Lance. However, she later queried why she had been paid her usual rate, whereas Lance had been paid his usual rate plus 5%. I told Imogen that this was due to her being a junior plumber and Lance being a senior plumber.

However, in honesty, Imogen and Lance are both inexperienced and joined the company around the same time. However, I have taken a real liking to Lance as he's a hard-working young man. Therefore, I gave him slightly more money for the overtime. It is within my rights to do so, as the overtime fees are discretionary and we cannot afford to pay all staff the higher rate.

This is not the only problem I've had with Imogen. Kelly's Plumbing has always maintained an informal work environment; however, Imogen refuses to share any details of her private life with her colleagues. She also seems to get upset when her co-workers share details of their own personal lives.

On one particular occasion, another colleague was sharing details of what he had done that weekend (just the usual drunken antics of a young lad), when Imogen got upset and stood up to leave the room. I shouted after her, asking if she was upset because it's 'that time of the month and you're feeling hormonal?'. I know this was not a good thing to say, but I was trying to lighten the mood. It clearly didn't work, as she looked very embarrassed and has been avoiding me ever since!

The final issue arose last week, when Imogen asked her line manager if she could see the company policy on employee conduct and bullying. We do not have, or need, such a policy, as we encourage a friendly work environment. Imogen has asked for a meeting with the HR officer next week.

I'm worried what she might say, as she's such a difficult person. Can you please confirm that I have nothing to worry about?

Thanks,

Nabil Otterton

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**DOCUMENT 4**

**ATTENDANCE NOTE**

**Meeting attended by:** Deepika Danish (Advocate) and Peter Styles (Client)

**Date:** 26 May 2021

Peter Styles, a 46-year-old male, was employed by Vans Ltd as a delivery driver, commencing in October 2019. He was paid an annual salary of £35,085.

In December 2020, Mr Styles requested paternity leave from Vans Ltd. He made this request five months before the due date of birth of his child, and included the requested dates and duration of leave in his application.

Vans Ltd initially agreed the paternity leave. However, two days prior to the planned first day of his paternity leave, Mr Styles received an email from Vans Ltd, stating that he would no longer be permitted to take the leave. This was said to be due to unforeseen changes in the demand for drivers at the time of the requested leave. Vans Ltd further added that, as Mr Styles was not in a relationship with the mother of his child (now born), he was not legally entitled to paid paternity leave. Mr Styles confirmed that he is not, and was not, in a 'romantic' relationship with the mother of his child, but remains in regular contact with her and intends to co-parent the child.

Mr Styles ignored the email from Vans Ltd and took his two weeks' paternity leave, as planned. One week into his leave, Mr Styles received an email from Vans Ltd, informing him of the immediate termination of his employment on the basis of 'breach of a lawful order'. Mr Styles responded by stating that he would be 'pursuing the matter in court'; to date, he has not initiated any legal proceedings.

Last week, Mr Styles received a letter from Vans Ltd, offering him a sum of £15,000 to 'take the matter of your dismissal no further'.

DOCUMENT 5

EMAIL

**From:** Egbert, Yin  
**Sent:** 28 May 2021, 17:45  
**To:** Danish, Deepika  
**Subject:** Issues at Work

Hi,

My name is Yin Egbert and I am a secretary at a firm of solicitors, Quays LLP, located at 23 Kempston Road, Kempston, MK42 6VV. I have been working in this role for over three years (since 12 January 2018) and my annual wage is £30,000.

I had previously very much enjoyed my job. However, recent events have led me to consider leaving the role, as explained below.

I have suffered with anxiety since my teenage years and have been seeing a therapist for this issue for well over a decade. I also take prescription anti-anxiety medication on a daily basis and have done so for the last eight years. My anxiety is worse when I am around large groups of people. In these situations, I can suffer panic attacks so severe that I have had to attend the hospital in the past, as I could not breathe.

Until recently, I had managed to hide my problem from my employer. I work alone in my own small office and rarely have any 'in person' interaction with my colleagues. At the most, I will speak with one colleague at a time and this is manageable for me. The job had suited me well, as I am generally left alone the whole day to type up legal documents. This arrangement was a primary motivating factor in my initially taking the job.

However, Quays LLP has recently brought in a requirement that all members of staff are to attend team-building events. These events consist of group meetings, where 15–20 employees get together, for an entire working day, in a conference centre. The employees are then divided into teams and engage in role plays and group activities, as a means of supposedly creating better working relationships.

Each employee is meant to attend at least one of these events each month. I avoided the last four events and received a verbal warning from my line manager, Helene Harper, for not attending.

After this warning, I realised I could no longer keep my condition private from my employer. I wrote a letter to Helene Harper on 15 May 2021, explaining all the details of my anxiety condition and how it prevents me from being able to attend the team-building events. My letter included explanation of my therapist

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sessions, medication, the long-term nature of the problem and how the panic attacks can result in my having breathing difficulties. I requested that Quays LLP allow me to be excused from the team-building events on this basis. I also suggested that I be allowed to attend an event with just my immediate co-workers, a total of three people including myself, over a shorter duration of time, approximately one hour instead of a whole working day.

Helene Harper responded to my letter via email the same day, stating: 'All Quays LLP employees are required to attend the team-building events. These events are an essential part of ensuring the continued success of our company. Please ensure to attend the next team-building event. No exceptions or alterations will be made on the basis of the information presented in your email.'

I am not able to attend these team-buildings events and I am considering leaving my job. Can you please let me know if my rights have been breached and, if so, how I can bring a claim against my employer?

Many thanks and regards,

Mr Yin Egbert

Address: No 1, The Flats, Kempston, MK42 7EJ

Date of birth: 01.11.82

**End of Case Study Materials**