

January 2022

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.

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 Guillermo Santos.

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

DOCUMENT 1 Attendance note, dated 1 December 2021, from Guillermo Santos (Advocate) re Aisha Bennett/Persons and Products Ltd (Client)

DOCUMENT 2 Memorandum from Guillermo Santos, dated 7 December 2021

DOCUMENT 3 Email from Leela Laghari to Guillermo Santos, dated 10 December 2021

DOCUMENT 4 Email from Zoe Zayn to Guillermo Santos, dated 14 December 2021

DOCUMENT 5 Email from Neil North to Guillermo Santos, dated 20 December 2021

ATTENDANCE NOTE

Meeting attended by: Guillermo Santos (Advocate) and Aisha Bennett (Client)

Date: 1 December 2021, 13:15

Virtual meeting with Aisha Bennett, owner and director of Persons and Products Ltd, a company specialising in supporting business and customer relations.

Persons and Products Ltd recently provided services to Curls and Sways, an online business selling haircare products.

Curls and Sways had a total of 15 employees. Three of these worked solely in the Customer Service and Complaints Department (CSCD); all three of these employees had been with the company since its incorporation five years ago.

Four months ago, Curls and Sways moved its CSCD services to Persons and Products Ltd. Two weeks prior to this change, Curls and Sways dismissed Eli Edmond, one of the CSCD employees, as Persons and Products Ltd was only willing to accommodate a maximum of two new employees. The two remaining CSCD employees, Farok Felipe and Demi Donn, were transferred to Persons and Products Ltd.

Three months after the transfer, Persons and Products Ltd dismissed Demi Donn. Ms Donn was dismissed due to the company experiencing a significant fall in profits after the bankruptcy of its main client. Ms Bennett dismissed Ms Donn by email and without any warning.

Ms Donn wrote to Ms Bennett last week, threatening legal action against Persons and Products Ltd.

MEMORANDUM

To: Trainee Lawyer
From: Guillermo Santos
Client: Aisha Bennett
Date: 7 December 2021

Hi,

I received an email **[Not reproduced]** from an existing client, Aisha Bennett/Persons and Products Ltd, earlier today (please see my attendance note dated 1 December 2021 for further details on this client).

Ms Bennett informed me that she had emailed Demi Donn yesterday, offering her £10,000 to 'drop her complaint' against Persons and Products Ltd.

Ms Donn replied the same day via email, confirming that she accepts the offer and asking for the transfer of funds by the end of this week. Ms Bennett has asked me to confirm this agreement in writing.

Please prepare to assist me with this client.

Thanks,

Guillermo

EMAIL

From: Laghari, Leela

Sent: 10 December 2021, 14:30

To: Santos, Guillermo

Subject: Problems at work

Hi,

My name is Leela Laghari. I have been working at Queens Clothing as a cashier for three years. I've been having some problems with my new store manager and wanted to see if you could help.

My new manager, Tommy Taylor, joined the store a few months ago and I do not like working with him at all. Things were bad right from the first week he started working at the store. I was at work in the store and got a call from my son's school, telling me that my son had fallen over in the playground and cut his head. Tommy wouldn't let me leave the store to take my son to hospital. I was practically begging him to let me go, but he still said no. I had to call my husband at work and he took my son to hospital. My son is only six years old and needed his mum, but I cannot lose this job, so I did not make a fuss.

After this, I tried to just get on with things at work, but then my husband got a new job and couldn't take our son to school in the mornings anymore, so I needed to do it. I emailed Tommy to ask if I could change to the later shift, so I could drop off my son at school in the mornings. This was the first time I'd ever asked for any sort of change in three years, so I thought it would be okay. Tommy emailed me back, saying that he couldn't change my shift, as all contracts are final.

I really want to move to another local store, so I don't have to work with Tommy Taylor anymore, as I'm under a lot of stress. It's even worse, as I recently found out that I am pregnant and I have missed two antenatal appointments due to my shift work. Tommy did allow me the leave if I wanted to go to the appointments, but the company doesn't pay for any time off and I can't afford to lose the money right now, so I did not go.

Any help would be appreciated.

Thanks,

Leela

EMAIL

From: Zayn, Zoe
Sent: 14 December 2021, 10:15
To: Santos, Guillermo
Subject: Employment at Vesses Ltd

Good morning,

May I please seek your advice, and possible representation, regarding some incidents that have recently occurred at my workplace?

I have been employed as a make-up artist at Vesses Ltd, a production company, for the past two years. I work in a team of four make-up artists: three females, myself included, and one male. Our team manager is Michael Madden. I have always struggled to work under Mr Madden. However, lately things have significantly worsened and I now dread going into work to a job I once enjoyed. One incident in particular, explained below, has made me question whether I can continue working for this company.

Vesses Ltd was recently awarded a contract to do the make-up for a new TV show, and I was in line to be head make-up artist for this show. This would have meant a promotion for me in terms of professional standing. It would also have meant that I would no longer be working under Mr Madden, as I would be joining a new team of make-up artists.

However, last week, I was informed that Mr Madden had only recommended one member of our team to work on this new TV show: the only male team member, who also happens to be the most junior in terms of industry experience. I asked Mr Madden why he had not put me forward to even interview for the new TV show. He replied that he felt 'the girls in the team would struggle to cope with the pressure of such a position'. He further added that he hadn't put me forward for the role as he didn't want to lose me, as he liked to see my 'pretty face first thing in the morning'.

Mr Madden often makes such comments about my appearance and body, both derogatory and supposedly flattering. His compliments make my skin crawl and affect me far worse than the derogatory comments.

I made a complaint the very first time Mr Madden made a personal comment on my body shape. The HR officer told me she would look into the matter for me; that was two years ago, and I'm still waiting for her response! I did not bother complaining again when his comments continued, and instead scheduled my breaks to avoid being alone with Mr Madden.

I would appreciate your advice on whether any of my legal rights have been breached.

I look forward to hearing from you.

Best regards,

Zoe Zayn

EMAIL

From: North, Neil
Sent: 20 December 2021, 17:28
To: Santos, Guillermo
Subject: Protecting Industry Ignited Ltd

Hello,

I wish to seek your services to draft new employment contract templates for my company, Industry Ignited Ltd. Our existing agreements have not proved to be effective in protecting the company against damaging actions of former employees, as explained below.

Firstly, one of our senior employees with six years' service, Uri Opus, left our employment last month. I found out this week that he has used certain sensitive information he gained in his role with Industry Ignited in his new job, which just happens to be with a competitor.

I contacted Mr Opus personally to ask why he had done this, as I felt we had parted on good terms, and I was disappointed in him. Mr Opus reminded me that there were no restrictions in his written contract with Industry Ignited Ltd prohibiting any of the actions he had taken. This is, unfortunately, accurate.

Secondly, a former junior employee of Industry Ignited, Kim Leung, also used company information in her new business when she left our employment. Industry Ignited took her to the employment tribunal and we received communication last week that the tribunal had ruled in favour of Ms Leung.

Therefore, I thought it futile to seek a legal remedy against Mr Opus and would rather focus on tightening our contracts and avoiding such issues in future.

Thank you and kind regards,

Neil North

End of Case Study Materials