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UK Employment Flash

Insights into the latest employment news

February 2024

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Employment Law Developments

2024 is likely to be a busy year for employment law in the UK. In addition to the general election, a number of regulatory changes are expected to come into effect this year.

Family-Friendly Rights: Protected Redundancy Period for Employees on Leave

Employees taking maternity, shared parental or adoption leave have additional protection if their role becomes redundant during that leave (a protected period). Regulations made under the Protection From Redundancy (Pregnancy and Family Leave) Act 2023 are expected to come into force on April 6, 2024.

The regulations extend the protected period to cover pregnancy and a period following the birth of the child or placement for adoption (which will include the period of maternity leave, shared parental leave or adoption leave). For the purpose of these changes, the protected period is the period in which relevant employees at risk of redundancy must be offered suitable alternative employment ahead of other employees who are at risk of redundancy.

A failure to make an offer of suitable alternative employment where it is available to an employee in the protected period constitutes an automatically unfair dismissal.

The regulations provide for the following:

- **Maternity leave:** The protected period has been extended so that it starts as soon as an employee notifies their employer that they are pregnant. In most cases, the period ends 18 months after the child is born.
- **Adoption leave:** The protected period runs for 18 months from the date the child is placed with the adoptive family.
- **Parental leave:** To the extent that the employee does not benefit from maternity or adoption leave protection, the protected period starts on the date on which shared parental leave is taken first taken. It ends 18 months after the entitlement to take shared parental leave arises.

The above changes apply to statutory maternity, adoption or shared parental leave that ends on or after April 6, 2024, and to pregnancy where the employer is informed of the pregnancy on or after April 6, 2024.

Employers should prepare for the above changes, particularly in the context of any planned business reorganization or restructure. The expansion of protected periods is likely to lead to an increase in the number of employees that are protected at any one time, and employers may need to consider running an additional selection process in order to allocate suitable alternative vacancies among those employees entitled to protection.

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Employers should ensure that they have a clear procedure in place for employees to notify the employer of pregnancy in order to minimize the risk of subsequent disputes about when the pregnancy protected period commenced.

Predictable Working Pattern and Flexible Working Requests

Regulations made under the Workers (Predictable Terms and Conditions) Act 2023 are likely to come into force in 2024. These will allow workers (and agency workers) who have an unpredictable work pattern to request a more predictable one.

It is anticipated that this right will be available to workers who have worked for an employer for at least 26 weeks (with no requirement for work over this period to have been continuous). Notably, any fixed-term contract for 12 months or less will be considered a work pattern that lacks predictability, as will zero hours or other flexible working contracts. ACAS has published a draft Code of Practice to assist employers in responding to such requests.

An employer will have a statutory duty to reasonably consider a valid request made for a predictable working pattern. While an employer will be able to reject a request if there is a valid business reason (selected from a statutory list) to do so, employers will be required to follow a fair process in dealing with any valid request, including meeting with the worker to discuss it and facilitating an appeals process. Similar obligations will likely be placed on agencies in relation to predictable working pattern requests from agency workers.

Separately, a key change to the regime on flexible working requests is expected to come into force on April 6, 2024. From that date, employees will be able to make a flexible working request from day one of employment (as opposed to requiring 26 weeks' continuous employment, as is currently the case).

Similar to the new process for considering a predictable working request, the employer will still have to consider the request following a fair process and will be able to reject the request for a presented business reason. But there are additional proposed changes expected during 2024 relating to that process, including requiring employers to consult with employees about their flexible working request and respond to requests within two months (rather than the current three months).

The proposed changes will also allow employees to make two flexible working requests in a 12-month period. ACAS has published a new draft Code of Practice to assist employers in responding to flexible working requests.

Employers should ensure that they have a system in place to deal with predicable working pattern requests and flexible working requests, since the reforms may precipitate an increased number of these requests being made.

Duty of Employers To Prevent Sexual Harassment

A new positive duty on employers in relation to the prevention of sexual harassment will come into force in October 2024. Employers will have a duty to take reasonable steps to prevent sexual harassment of employees in the course of their employment.

This duty will sit alongside the statutory defence available to employers in discrimination cases under the Equality Act 2010, that they take "all reasonable steps" to prevent the discriminatory acts from occurring.

Therefore, while it has been strongly recommended that employers take all reasonable steps to prevent discrimination in the workplace so that they are able to demonstrate that they have done so as a defence in the Employment Tribunal (ET), October 2024 will be the first time that employers have had a general, positive obligation of this kind.

The Equality and Human Rights Commission (EHRC) will be able to enforce this duty, including by conducting investigations. In addition, employees who bring claims in the ET may be entitled to a 25% uplift on damages awarded for harassment, if the tribunal finds that an employer has breached its duty to take reasonable steps to prevent sexual harassment.

Employers should take this opportunity to review their policies and procedures in relation to harassment, and sexual harassment in particular, and consider whether their training, policies and procedures, reporting mechanisms and risk assessments require updates or other modifications.

Statutory Code on 'Fire and Rehire'

A final statutory code on "fire and rehire" is expected in Q2 2024, following the UK government consultation on a draft code of practice that closed in April 2023.

Employers planning changes to employee terms and conditions should consider the timing of any such plans, since the new code is likely to impose additional consultation obligations on employers in these circumstances. Once it is in force, noncompliance with the code is likely to result in employees being eligible for a 25% uplift in damages for claims brought in the ET.

Holiday Pay Changes

From April 1, 2024, the provisions of the Employment Rights (Amendment, Revocation and Transitional Provisions) Regulations 2023 come into force. The regulations provide a statutory definition of "irregular hours workers" and "part year workers," and of "normal renumeration" (although we anticipate these will be the subject of judicial clarification).

The regulations also make changes to the regime for statutory holiday accrual and statutory holiday pay calculation for irregular hours workers. For holiday years starting on or after April 1, 2024, statutory holiday for irregular hours workers and part-year workers will accrue at a rate of 12.07% of hours worked in each pay period. This provides a foundation for employers to revert to a system of paying rolled-up statutory holiday pay.

While the changes are not mandatory and employers can still calculate holiday pay on accrual basis (paid out at the time that statutory holiday is taken), employers now also have the option to calculate and pay statutory holiday pay on a rolled-up basis. This would reverse certain parts of the previous line of case law (notably in *Harpur Trust v Brazel* [2022] UKSC 21) and means that employers can calculate statutory holiday pay as 12.07% of pay received during the pay period and include that top-up with the employee's basic pay (rather than pay it when the employee takes their holiday). Rolled-up holiday pay should be itemized separately on an employee's pay slip.

The change appears to be welcome news and may provide opportunities for administrative simplification, but employers should be aware of the following caveats:

- Rolled-up holiday pay calculations should only be used for holiday years starting on or after April 1, 2024. If an employer operates a calendar holiday year or has not specified its holiday year (in which case, the holiday year will run for each employee from the date at which they commenced employment), employers should wait until the start of the next full holiday year to implement rolled-up holiday pay.
- The regulations only apply to workers who work irregular hours or are only paid for part of the year. Full-time or full-year workers with regular variable renumeration must still be paid their statutory holiday pay at the point at which they take that holiday, using the 52-week average calculation.
- Employers should be aware of the nuances of the rolled-up holiday pay calculations (including the approach taken to rounding in the calculations), described in detail in the UK government guidance on holiday pay.

Employers should, as much as possible, ensure that their payroll software calculates the rolled-up holiday pay in the same way as the guidance, particularly since employees can use holiday pay calculation tools to calculate holiday pay themselves. Employers should be prepared to explain the basis for any discrepancy between calculations.

As a matter of good practice, an employer's approach to the calculation of statutory holiday entitlement and pay should be detailed in a policy or company handbook available to employees.

Scottish Court Rules on Application of TUPE on Employee Share Plan Participation

The Scottish Court of Session has confirmed that an employee's right to participate in a Share Incentive Plan can transfer under TUPE.

Background

The claimant in the August 2023 case *Ponticelli Ltd v Gallagher*, Mr Gallagher, was formerly employed by Total Exploration and Production UK Limited (Total). Total operated a Share Incentive Plan (SIP), a type of UK tax-advantaged share plan under which eligible employees may be awarded shares in their employer or a parent company.

Mr Gallagher's participation in the SIP was voluntary (governed by the terms of a partnership agreement between Mr Gallagher, Total and the SIP trustee), and there was no reference to the SIP in Mr Gallagher's employment contract.

When Ponticelli Ltd acquired Total, Mr Gallagher's employment transferred to Ponticelli under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). Mr Gallagher's participation in the SIP ended, and the shares held in the SIP trust on his behalf were transferred to him (in accordance with the rules of the SIP).

In June 2020, Ponticelli informed Mr Gallagher that he would receive a one-off payment of £1,855 as compensation for the fact that Ponticelli would not operate the SIP or any similar arrangement. Mr Gallagher rejected the compensation payment and applied to the Employment Tribunal (ET), claiming that he was entitled to participate in a scheme substantially equivalent to the SIP, by virtue of Regulation 4(2)(a) of TUPE (which provides that the selling employer's rights and obligations under or "in connection with" a transferring employee's contract of employment transfer to the new employer).

The ET and Employment Appeal Tribunal (EAT) both found in favour of Mr Gallagher. Total appealed to the CSIH.

Judgment

In considering the scope of Regulation 4(2)(a) of TUPE, the Scottish Court of Session Inner House (CSIH) referred to several cases that demonstrated the "clearly very wide" language of the regulation.

Citing *ISS Facility Services NV v Govaerts and another*, the CSIH noted that the Court of Justice of the European Union had held that the purpose of the Acquired Rights Directive (2011/23/EC) was to "ensure, as far as possible, that the contract of employment or employment relationship continues unchanged with the transferee," to ensure that employees are not placed in a "less favourable position solely as a result of the transfer."

The CSIH found that the EAT had been correct to apply the case of *Mitie Managed Services Ltd v French* (which had been advanced by Mr Gallagher). In that case, the claimants were granted a cash payment or provisional award of shares under Sainsbury's profit-sharing scheme and were subject to a TUPE transfer.

The right to participate in the profit-sharing scheme was included in the claimants' employment contracts, and therefore the claimants were, post-transfer, entitled to participate in a scheme of substantial equivalence to Sainsbury's profit-sharing scheme.

The CSIH also agreed with the EAT's finding that the right to participate in the SIP formed an "integral part of the claimant's overall financial package." The CSIH noted the fact that the purchase of shares was made through salary deductions, with contributions of up to 10% of a participant's basic salary each month being used to purchase shares.

In addition, the CSIH noted that the award of "free shares" under the SIP was linked to Total's bonus scheme. The CSIH held that Mr Gallagher would be financially disadvantaged if he could not participate in a similar substantially scheme following the transfer to Ponticelli.

For the reasons above, the CSIH found that Mr Gallagher's right to participate in the SIP did arise "in connection with" his employment contract and was therefore within the scope of Regulation 4(2)(a) of TUPE, and upheld the prior decisions.

Employer Considerations

Practitioners have long been of the view that, unless set out in an employee's employment contract (which is typically not the case), an employee does not have a contractual right to participate in their employer's discretionary share plan(s), and therefore such rights do not transfer under TUPE.

Generally, an employee's employment contract and any share plan documentation are kept entirely separate, with provisions in the share plan rules explicitly providing that the right to participate in the share plan does not form part of the employee's employment contract.

The decision of the CSIH casts doubt on this position. At first glance, it appears that all transferee employers would now be obliged on a TUPE transfer to put in place a share plan substantially similar to that which transferred employees were eligible to participate in pre-transfer. This would entail significant logistical and financial implications for such employers (and in many cases, simply would not be possible, given that the availability of various UK share incentive arrangements depends on the type of company and its ownership structure).

However, there are a number of factors that the CSIH did not explore in depth, which may mean that the outcome may have been different on a different set of facts, and which may be used to distinguish other company share plans in the future. These factors include:

- **Right to terminate:** Ponticelli advanced arguments before the ET relating to the right of the share plan operator to terminate the SIP before or after the transfer. These arguments were rejected by the ET and not pursued on appeal. However, the ET did accept that if the rules of the SIP contained a unilateral right to terminate the SIP, the replacement plan should also contain such a right. It is likely that this will be an important consideration in future cases of a similar nature — it is common for share plan rules to provide that any right to participate in the share plan is at the discretion of the share plan operator, which retains the right to suspend, vary or terminate the plan. Therefore, while a participant may argue that their right to participate in a SIP or other share plan might transfer on a TUPE transfer, the transferee employer may be able to exercise its unilateral right to terminate any replacement plan post-transfer. Provided the share plan rules contain sufficiently wide exclusion of liability clauses, the employer should not suffer any negative consequences as a result of terminating the share plan.

- **Evergreen plan:** It is understood that the SIP was an evergreen plan, whereby salary deductions and share purchases were made on an automatic and continuous basis. This suggests that participants had an ongoing right to participate in the SIP, subject to Total's right to terminate the SIP. A more typical arrangement is for eligible employees to be invited to participate in a SIP on a one-off or infrequent basis (*e.g.*, annually). It is therefore possible that had the SIP been structured differently, Ponticelli could have argued that Mr Gallagher did not lose any ongoing or future right to participate in the SIP post-transfer.
- **Salary deductions:** Both the EAT and CSIH held that the right to participate in the SIP formed an integral part of Mr Gallagher's financial package. The CSIH emphasised the fact that share purchases were made via salary deductions. While arrangements involving deductions from salary are typical for certain tax-advantaged share plans (such as SIPs and Save-As-You-Earn plans), they are not a feature of many other types of share plans. Indeed, it is not uncommon for companies to operate non-tax-advantaged share plans, under which they grant share awards (*e.g.*, options or conditional share awards), which require no payment on the part of the participant. It is worth contemplating whether the CSIH would have reached a similar conclusion in respect of a share plan that did not involve any salary deduction arrangement or other form of payment on the part of the participant.
- **Compensation payment:** The decision by Ponticelli to make a one-off payment of £1,855 is interesting. Without any further context, it would suggest that Ponticelli believed that Mr Gallagher had an ongoing or future right to participate in the SIP post-transfer, and that it was compensating him for the loss of such right. Such compensation payments are not usually made in this context.

Takeaways

The CSIH decision is not binding on (but would be persuasive in) the courts of England and Wales, and it is unclear whether Ponticelli intends to appeal the decision further. As such, it is important that in the event of a TUPE transfer, transferee employers obtain expert advice on any potential obligation to replicate any SIP or other share plans operated pre-transfer for the benefit of the transferring employees.

This will require an in-depth due diligence exercise, including a review of the types of share plans operated by the transferor, and the rules of such plans (including the right to terminate, nature of participation and exclusion of liability).

UK Supreme Court Rules on Historic Holiday Pay Claims

The Supreme Court recently considered whether a three-month gap or a lawful payment breaks a series of unlawful deductions from wages. The decision has wide-ranging implications for employers in the UK.

In *Chief Constable of the Police Service of Northern Ireland v Agnew*, the claimants were civilian staff and police officers of the Police Service of Northern Ireland (PSNI) who brought claims before the Northern Ireland Industrial Tribunal for unpaid holiday pay dating back to November 1998.

PSNI accepted that it had paid the claimants the incorrect holiday pay, which had been calculated by reference to their basic pay, not their normal pay (including overtime). However, PSNI argued that, in accordance with statutory limitations, the claimants could only bring a claim in respect of deductions made in the preceding three months.

The claimants argued that the underpayments constituted a "series" of unlawful deductions and that they could therefore recover historic underpayments dating back to November 1998. The Industrial Tribunal and Northern Ireland Court of Appeal found in favor of the claimants. PSNI appealed to the UK Supreme Court.

In Northern Ireland, employees and workers have two options to bring a claim for unpaid holiday pay:

- a claim for unpaid holiday under the Working Time Regulations (Northern Ireland) 2016 (NI WTR); or
- a claim for unlawful deductions from wages (which includes holiday pay) under the Employment Rights (Northern Ireland) Order 1996 (ERO).

In Great Britain, there are equivalent statutory provisions under the Working Time Regulations 1998 (GB WTR) and the Employment Rights Act 1996 (ERA), respectively. As a result, the Supreme Court noted that its decision would have repercussions throughout the UK.

Claims for unpaid holiday are subject to a three-month limitation period, meaning they must be brought within three months of the date on which the payment should have been made or the unlawful deduction was made (unless a tribunal is satisfied that it was not reasonably practicable for the claim to be brought within such three-month period).

The ERO and ERA contain a further exception to this limitation period in respect of a series of deductions or payments. Where an unlawful deduction forms part of a series, a claim must be brought within three months of the date on which the last unlawful deduction in the series was made. This exception allows employees and workers who suffer repeated unlawful deductions that form part of a series to bring a claim in respect of the entire series.

In *Bear Scotland Ltd v Fulton*, the Employment Appeal Tribunal (EAT) held that a series of deductions would be broken where a period of three months elapsed between any unlawful deductions. This was a key issue to be considered by the Supreme Court in the present case.

In reaching its decision in October 2023, the Supreme Court noted that it was necessary to have regard to the purpose of the ERO and ERA, which was to protect vulnerable employees and workers from being paid too little for the work they perform. The Supreme Court went on to note that the application of the decision in *Bear Scotland* to the payment of holiday pay could produce "unfair consequences," allowing an employer to "game the system" by spacing out payments over a period of more than three months.

The Supreme Court also noted that the decision in *Bear Scotland* meant that whenever an employee or worker took holiday more than three months apart, this would break the series, meaning the employee or worker would be forced to issue a claim after each relevant deduction. The Supreme Court said this created a "wholly unnecessary burden" on the employee or worker, and made "no sense at all."

The Supreme Court found that the EAT had erred in its reasoning in *Bear Scotland*. Among other things, it held that:

- A "series" is an ordinary English word, and whether two or more deductions constitute a series of deductions is a question of fact. Factors relating to deductions that should be considered include: similarities and differences, frequency, size and impact, how they came to be made and applied, and what links them together.
- There is no requirement for a series to be a contiguous sequence of deductions (though this may be relevant).
- Each unlawful deduction in a series must be factually linked by a "common fault" or "underlying vice."
- A gap of more than three months or a lawful payment does not necessarily break a series of deductions.

The Supreme Court found that each unlawful deduction in relation to the claimants' holiday pay dating back to November 1998 was linked by the "unifying vice" that the holiday pay had been incorrectly calculated by reference to basic pay (rather than normal pay) and therefore formed part of a series of deductions. It further found that the series was not broken by intervals of more than three months between deductions, or correct and lawful payments of holiday pay. The Supreme Court therefore dismissed the appeal.

Takeaways

The decision has wide-ranging implications across the UK, opening the potential for employees and workers to bring claims for unlawful deductions from wages (which may include holiday pay, sick pay, commission and other payments) extending beyond the three-month limitation imposed by *Bear Scotland*.

However, to do so, claimants will need to demonstrate an "underlying vice" that links all such deductions, which may be difficult to prove, particularly for one-off or irregular errors in payments.

In Great Britain, the Deduction From Wages (Limitation) Regulations 2014 imposes a two-year backstop on claims for a series of underpayments. This limits employers' potential exposure to any such claims. There is no equivalent backstop in Northern Ireland.

Haycocks Highlights Importance of Early Workforce Consultation in Redundancy Process

The Employment Appeal Tribunal has provided a reminder about the consequences of failing to consult impacted employees or their representatives at the formative stage of a redundancy process.

The Employment Appeal Tribunal (EAT)'s decision in November 2023 in *Haycocks v ADP RPO UK Ltd* provides a helpful reminder to employers of the importance of workforce consultation at the formative stages of any redundancy process.

In *Haycocks*, the claimant's employer was a UK subsidiary of a US company. The UK employer decided to reduce its workforce following the negative impact of COVID-19; it scored each of the employees in the claimant's team using a standard matrix of selection criteria from its US parent company without consulting on those criteria first or informing all impacted employees that they might be at risk of redundancy.

In addition, the claimant employee did not receive details of the scores that he or anyone else received as part of the selection process.

The EAT held that this lack of engagement at an early stage rendered the subsequent redundancy dismissal unfair and noted that employees should normally have the opportunity to discuss the prospect of a different approach to the redundancy process when plans are still at a formative stage. In this case, without such information, it was difficult for the employee to engage in formative conversations about the redundancies or suggest alternatives.

The EAT decision does not preclude taking certain business decisions to limit the number of people who are told about potential redundancies. However, when doing so, those at risk of redundancy should still be given an opportunity for proper consultation at a formative stage, when the proposal to dismiss can still change.

The EAT in this case indicated that there may be good reasons why employees are not always given the opportunity to discuss the redundancy process at a formative stage. In the circumstances of the present case the EAT determined that there was no good reason, in particular because there was no time pressure to the situation.

The decision is a helpful reminder of the need for meaningful consultation in both collective and individual redundancy processes. Employers should be wary that practical considerations do not override these fundamental principles.

Compensation Caps and Damages in Whistleblowing Cases

The Employment Appeal Tribunal has issued guidance on agreed contractual compensation payments and the application of the ACAS Code of Practice on Disciplinary and Grievance Procedures in whistleblowing cases.

In the case of *SPI Spirits (UK) Ltd v Zabelin*, in December 2023 the Employment Appeal Tribunal (EAT) held that a contractual agreement that purported to cap the compensation due to an employee on termination of employment did not make it just and equitable for the tribunal to cap compensation to the agreed amount of the termination payment.

In addition, the EAT affirmed that the disciplinary provisions of the ACAS Code of Practice on Disciplinary and Grievance Procedures (the ACAS Code) could apply to whistleblowing cases, meaning that a 20% uplift to the Employment Tribunal's (ET's) award could be applied.

The claimant was dismissed as a result of protected disclosures that he made in relation to his employer's decision to introduce pay cuts during the COVID-19 pandemic. The ET upheld the claimant's claims and awarded him over £1.6 million in compensation, including for whistleblowing detriments, automatically unfair dismissal and injury to feelings.

The awards for the whistleblowing detriments and the automatically unfair dismissal were subject to a 20% uplift for the employer's failure to comply with the ACAS Code.

The employer appealed on the basis that, among other things:

- The parties had contractually agreed that on termination of employment after 12 months' service, the claimant would be entitled to £270,000 net compensation and that it would therefore be just and equitable for the tribunal to cap compensation to this amount.
- The 20% uplift for a failure to comply with the ACAS Code should not apply.

The EAT held that the correct interpretation of the contractual cap on compensation was that the employee was entitled to a guaranteed contractual payment, but that the provision did not impose a limit on the amount of compensation that an ET could award the claimant. To do so would be an attempt to limit liability for statutory employment claims in contractual documentation, which is contrary to Section 203 of the Employment Rights Act 1996.

The EAT also dismissed the employer's argument that capping compensation would be just and equitable because the claimant was legally trained and had had access to legal advice at the time he entered into the contract.

Furthermore, the EAT held that the ET was correct to find that the ACAS Code applied and that it was therefore entitled to apply the 20% uplift to the relevant awards. (Where an employer unreasonably fails to comply with the ACAS Code, the ET has the discretion to apply an uplift of up to 25% to the relevant award if it considers it just and equitable to do so. The amount of the uplift can therefore be significant, especially in cases such as whistleblowing cases where the potential damages that the tribunal can award are not capped by statute.)

The employer had argued that the disciplinary provisions of the ACAS Code did not apply on the basis that a protected disclosure could never be a ground for disciplinary action. The EAT dismissed this argument on the grounds that to hold that the disciplinary provisions of the ACAS Code could not apply where the claimant had been unfairly dismissed for making a protected

disclosure would be out of line with the approach in earlier cases. This indicates that whether the disciplinary provisions apply should depend on whether the employer alleges culpable behaviour by the employee.

The EAT further clarified that the grievance provisions of the ACAS Code, which require any grievance to be made in writing, could apply even though no protected disclosures were included in the employee's written grievance. The reason for this was that the protected disclosures, which were made verbally after the employee sent their written grievance, were closely related complaints and the underlying character of the grievance remained the same.

The case is a helpful reminder of the significant damages that can be awarded by an ET in whistleblowing cases and the importance of complying with the ACAS Code in such cases.

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