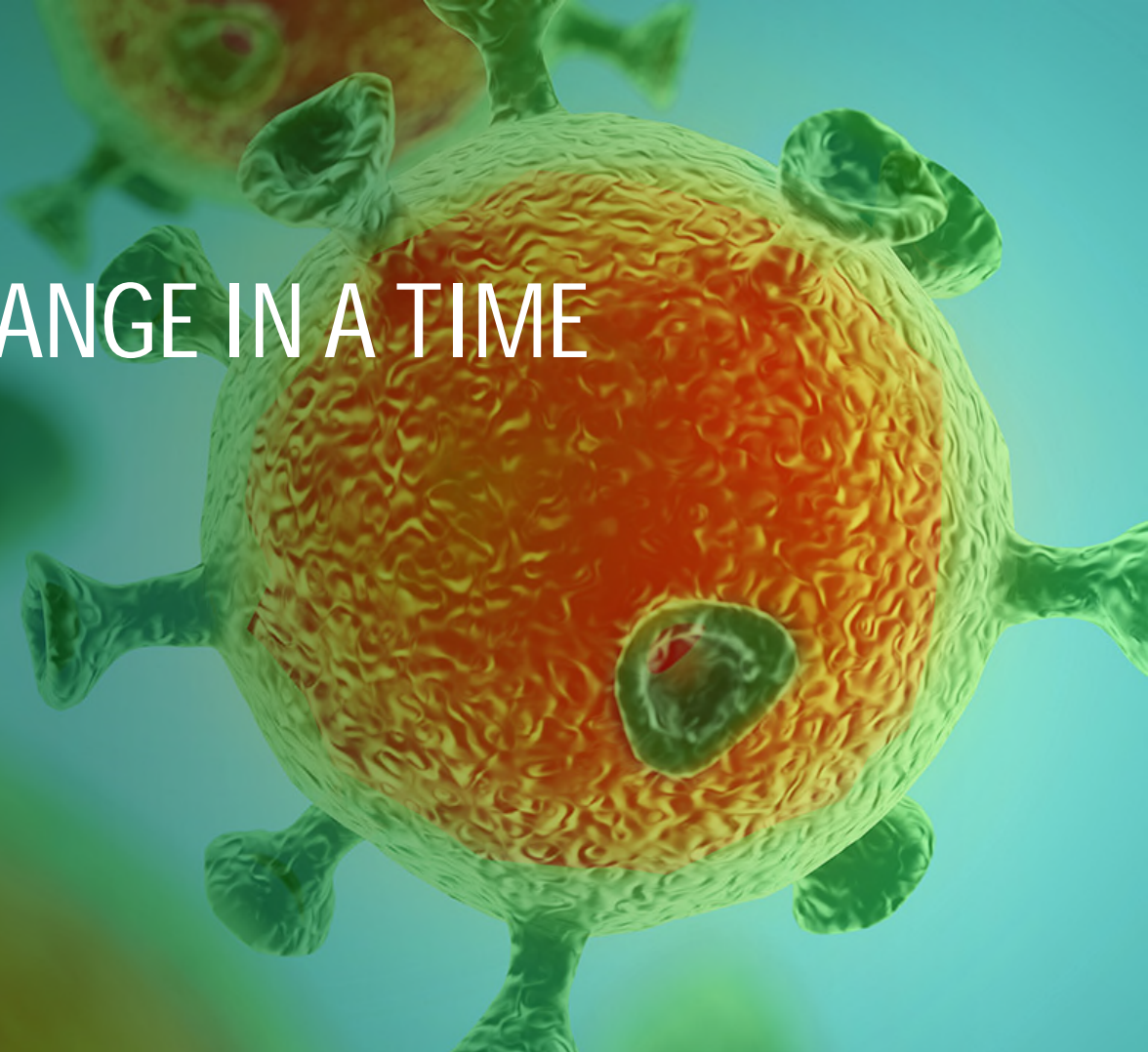


Morgan Lewis

WORKFORCE CHANGE IN A TIME OF PANDEMIC

Joseph A. Nuccio
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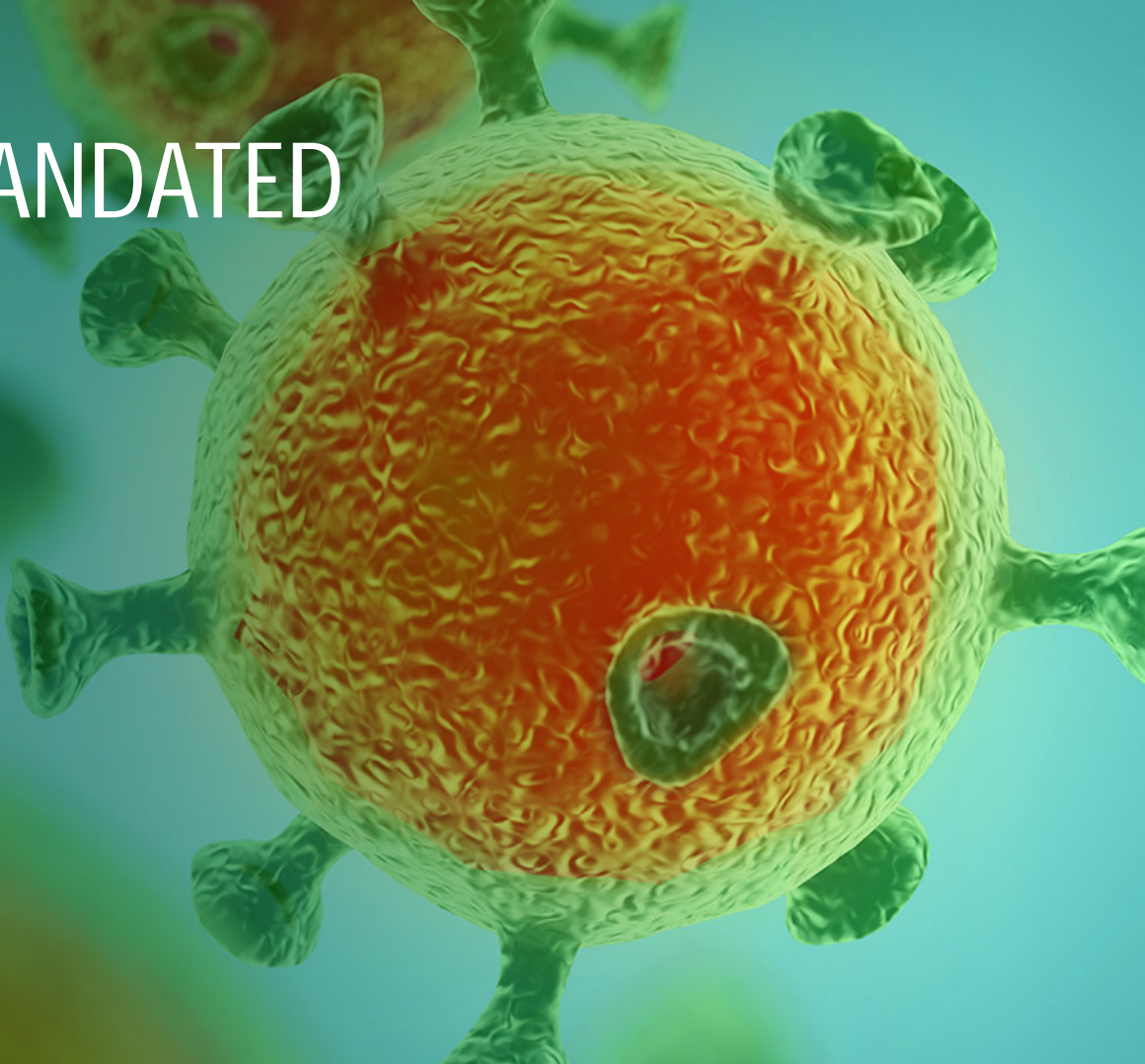
March 23, 2020



Framework

1. Government-mandated restrictions (a survey)
2. The **COVID-19 Playbook** – what's different?
3. Chapter One – leaves, pay reductions, furloughs, layoffs, separations, and benefits issues
 - paid/unpaid leave, severance pay, salary reductions, reducing exempt employee hours
 - fewer (no) employees, salary reductions, hours' reductions, leaves, furloughs, and more
4. Chapter Two – notice laws (WARN and state/local WARN laws)
5. Chapter Three – federal labor law, labor contracts, and unions
6. Top Ten COVID-19 “Workforce Change” Issues
7. Summary and Questions

GOVERNMENT-MANDATED RESTRICTIONS



1. Government-Mandated Restrictions

CALIFORNIA

- Stay-at-home ordered, except essential travel
- Essential services: food, agriculture, transportation, energy, financial services

Illinois

- Stay-at-home order
- Non-essential business operations closed, with exceptions
- Remote work permitted, and payroll, benefits

New York

- Non-essential businesses and gatherings banned
- Essential services: retail, pharmacies, hospitals, news, manufacturing, transportation

Pennsylvania

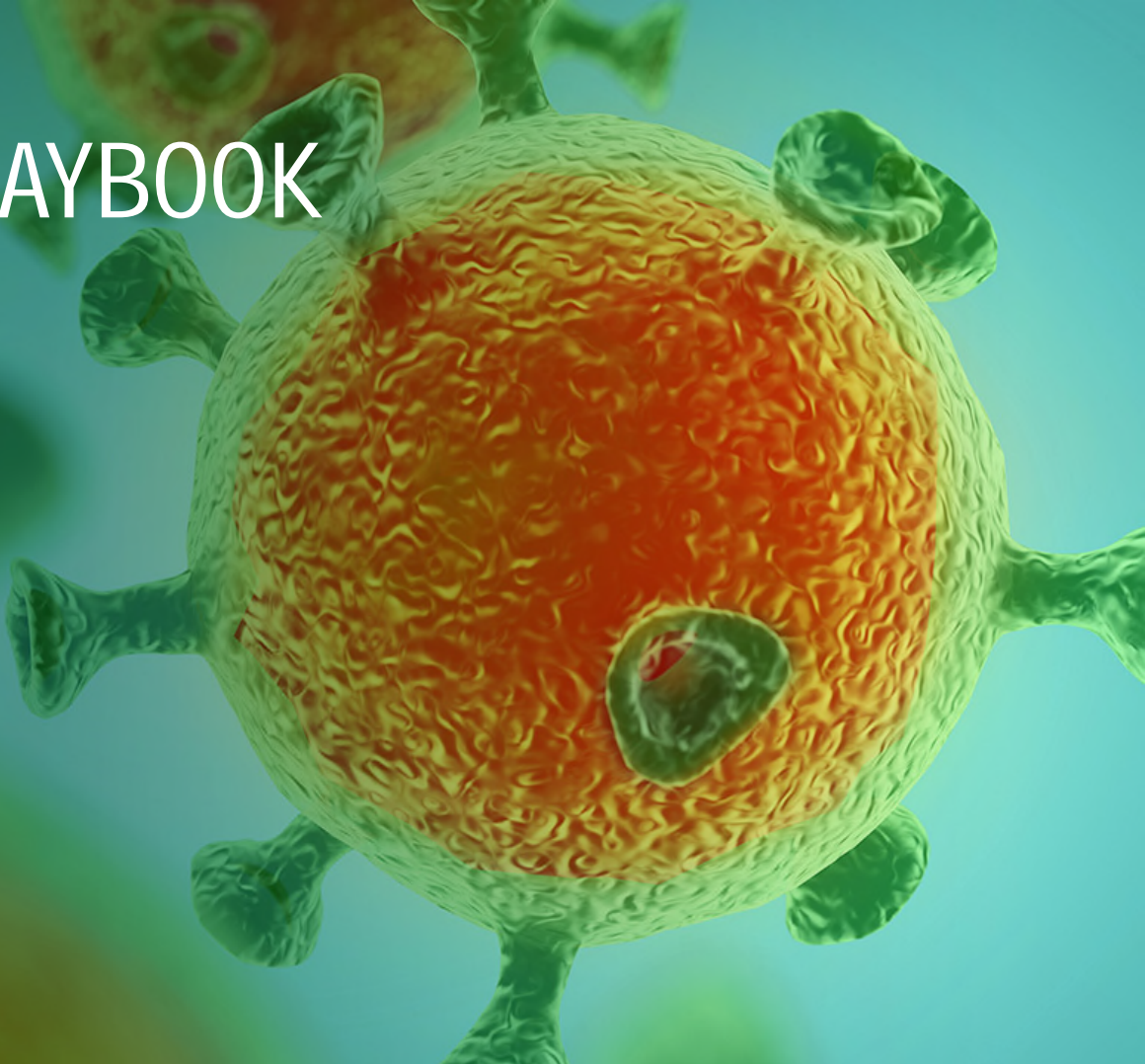
- Non-life-sustaining businesses closed excluding telework
- Essential services: gas stations, food retailers, transportation
- Non-essential travel discouraged

Other States

- Ohio
- Florida
- Texas
- Michigan
- Nevada
- Maryland
- New Jersey
- Minnesota
- New Mexico
- Massachusetts
- Connecticut
- N. Carolina
- and more

THE COVID-19 PLAYBOOK

What's different?



2. The “Old” Playbook – Workforce Changes

Involuntary termination occurs . . .

- (1) employee is told of termination
- (2) other employees stay (partial reduction)

Charge/lawsuit filed

Disparate Treatment case

- (1) prima facie case of discrimination
- (2) employer legitimate non-discriminatory reason
- (3) employee tries to prove “pretext”

Disparate Impact case

- (1) policy or practice causes disparate impact
- (2) challenged practice or policy based on . . .
 - (i) reasonable factor other than age (ADEA) or
 - (ii) business necessity (Title VII)

Damages

ADEA cases: “willful” violation (knowing or reckless disregard of ADEA violation)

Title VII/ADA claims: compensatory/punitive damages up to \$300,000

Section 1981 and many state law claims: punitive damages (uncapped)

Structure of RIF Claims

2. The “Old” Playbook – Workforce Changes

Structure of RIF Claims

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Recommended RIF Procedure

RIF Planning

RIF Procedure (written): think “Exhibit A”

Mgmt Communications/Training

Employee/Public Communications: think “Exhibit A”

Volunteers (optional)

Tentative Selections

Higher Level Mgmt Review

Finalize Selections-Documentation: think “Exhibit A”

Employee/Public Communications: think “Exhibit A”

Post-Announcement Implementation

Also Watch For . . .

- (1) **Unions** (CBA and bargaining; NLRB; organizing)
- (2) **Deals/sales/outsourcing etc.** (more complicated)

2. The “Old” Playbook – Workforce Changes

1. RIF-related Alternatives

- Voluntary furloughs
- Voluntary separation programs
- Hiring freeze/attrition
- Hours reductions
- Eliminate contract employees, temps, and contingent workers

2. RIF Procedure

- Anticipate potential claims
- Nondiscriminatory criteria
- Documentation
- Multiple layers of review

3. Selections and Training

- Training for managers/supervisors
- Tentative selection decisions
- Narrative explanations for tentative selection decisions
- Senior management review

Process

4. Adverse Impact Analysis Legal Review

- Privileged in-house/outside counsel review of selections
- Adverse impact analysis
- More potential decision-making about selections

5. WARN Notices and Bargaining

- WARN analysis conducted
- 60-day WARN notices issued
- Potential state WARN-type laws
- Union decision and/or effects-bargaining (if employees are unionized)

6. Severance Pay/Releases

- Review of benefit plan(s)
- Review/refine waivers/releases OWBPA compliance
- COBRA notices

2. The COVID-19 Playbook – What's Different?

"Old" Playbook

The COVID-19 Playbook

1. Separations used to be bad

Now (often) separations are required

2. Notice used to be required

Now everything happens immediately

3. One-size-fits-all legal requirements

Now "essential" vs. "non-essential"

4. Biggest challenge: making good decisions and claim avoidance

Biggest challenge: predicting the future, planning for the longer term

THE COVID-19 PLAYBOOK



Chapter 1 – What to Do?

Leaves, pay reductions,
furloughs, layoffs, separations,
and benefits issues

Pay reductions, furloughs, layoffs, and separations

- Employers are adjusting their workforce structure in every conceivable way
- Significant state law differences and significant variation in employer policies
- Words have power: “furlough” vs. “layoff” vs. “separation” vs. “termination”
- Complex tradeoffs and questions arise from different actions:
 - Pay reductions
 - Work restructuring, work-at-home, hours’ reductions, and work-sharing
 - Fixed-duration layoffs/furloughs
 - Indefinite layoffs/furloughs
 - Employment separations/terminations
 - Relationships with contractors/contingent employees

Frequently Asked Questions

Most frequently asked questions – furloughs, layoffs, hours' reductions, and more

1. Must you permit use of accrued sick leave or vacation/PTO before or during temporary furlough?
2. Must sick leave or vacation/PTO be permitted for other family member care?
 - Examples: children are out of school or school-mandated work at home
3. What duration of furloughs/layoffs triggers duty to pay “final” wages and accrued, unused sick leave, vacation, and other PTO? When is payment due?
4. For furloughs/layoffs, must employer permit use of sick leave before furloughs/layoffs take effect?

Frequently Asked Questions *(cont.)*

Most frequently asked questions – furloughs, layoffs, hours reductions, and more *(cont.)*

5. What pay/hours' reduction threshold constitutes a "constructive" termination?
6. For pay reductions, must you permit use of sick pay, vacation pay, or PTO to make up the difference between reduced pay and normal pay?
7. Is there personal liability for failure to pay required "final" accrued wages, vacation, sick pay, and/or other PTO?
8. Must specific written notices be provided before furloughs/layoffs? If so, what kind of notice is required and when? Are there any applicable exceptions?

Workforce change alternatives

- **Temporary furloughs** with a **definite** return date
 - Employees remain employed without pay
 - Employer provides a definite return-to-work date within six months
 - California: Return-to-work date within 10 days
 - New Jersey: Return-to-work date within 30 days
 - Oregon: Return-to-work date within 35 days
 - Rhode Island: Return-to-work date within 35 days
- **Indefinite furloughs/layoffs**
 - Employees do not work and are not paid
 - The time period of the furlough is unclear and not defined
 - In general, indefinite furloughs with no pay are considered an employment termination event

Workforce change alternatives *(cont.)*

- **Pay and/or hours' reductions**
 - Employees remain employed and continue to receive health benefits
 - Hours and/or hourly rate reductions for nonexempt employees
 - Salary and/or work expectation reductions for exempt employees

Temporary furloughs (continuing “employment”)

- Evaluate **notice requirements** (WARN and state WARN-type laws) *(to be addressed later)*
- **Families First Act**
 - Required for employers smaller than 500 employees
 - Quarantine or isolation order, healthcare provider advice, care for a quarantined or isolated family member, or care for a child
- **Sick leave mandated** by state or local paid sick leave ordinances
 - Must require use for covered reasons
- **Vacation/PTO use** during the temporary furlough
 - Whether use can be required depends on state (e.g., California requires advance notice)
 - Whether use can be denied depends on vacation policy and state

Temporary furloughs (continuing “employment”) *(cont.)*

- Requirement to **pay out final wages and/or accrued vacation/PTO**
 - Depends on state and policy
 - Check state requirements
 - California: after 10 unpaid days
 - Illinois
 - Massachusetts
 - New Jersey: Return-to-work date within 30 days
 - Oregon: Return-to-work date within 35 days
 - Rhode Island: Return-to-work date within 35 days
- **Benefits paid by the state** (unemployment, disability, and paid family leave)
 - Depends on state
 - Make sure to inform employees of UI alternative and provide required UI notices
 - Provide employees with state-required information about each benefit

Temporary furloughs (continuing “employment”) *(cont.)*

- **FMLA or state equivalent eligibility**
 - Employers with fewer than 500 employees must provide benefits under the Families First Act
 - Employers must allow time off for qualifying purposes, but pay during leave is defined by employer’s policy
- **CBA Benefits** *(to be addressed later)*
- **Maintaining health benefits**
 - Check plan terms for minimum hours’ requirements
 - Does not impact entitlement to Unemployment Insurance in most states (some exceptions)

Temporary furloughs (continuing “employment”) *(cont.)*

- Many employers are **paying employees while on leave** (or paying a **percentage** of wages) if possible to:
 - (1) encourage reporting of symptoms;
 - (2) support their workers; and
 - (3) mitigate potential claims from employees who may otherwise argue that being sent home without pay was discriminatory.
- Ultimately, this is a **business decision**, depending on the circumstances and degree of spread of COVID-19.

Indefinite furloughs/layoffs

- With no definite return date and no pay, an indefinite furlough is a layoff
- Provide necessary WARN and state WARN-type notices if applicable (*to be addressed later*)
- Provide necessary state notices (other than WARN related) required on termination
- Sick leave
 - In most states, including California, there is no obligation to pay sick leave if employment ends
 - Under the Families First Act, we believe that benefits are not required if employment ends
 - However, strongly consider providing benefits before employment terminates

Indefinite furloughs/layoffs *(cont.)*

- **Vacation/PTO**
 - In states that require payout of vacation/PTO when employment ends, accrued but unused vacation must be paid out
 - Where the employer's policy requires payout of vacation or PTO, then it should be paid out
- **FMLA and state mandated family and medical leave**
 - Generally allows termination if the adverse action would have occurred regardless of leave status
- Provide information about **state-sponsored benefits**
 - Unemployment
 - Disability
 - Paid Family Leave (California)
 - Workers' Compensation (if applicable)
- Remain aware of **labor contract issues and constraints** *(to be addressed later)*

Hours and Pay Reductions

- **All Employees**

- Hours' reduction of more than 50% may trigger WARN or Mini-WARN obligations
- Families First benefits need to be provided (if applicable)
- Must allow sick leave for sick leave purposes
- Must allow FMLA and state equivalent
- Vacation/PTO can be denied only if policies permit denial, and should be a last resort

- **Nonexempt Employees**

- Must only receive pay for hours worked
- May be entitled to UI for hours or pay reduction, but only up to the state's maximum weekly benefit (eligibility varies from state to state)
- Provide as much notice as possible
- Remain aware of "reporting time" issues in many states
- Remain aware of obligations to compensate for certain "on-call" time
- Wellness surveys or temperature checks are likely not compensable in states that follow the Portal-to-Portal Act, but may be compensable time worked in some states

Hours and Pay Reductions *(cont.)*

- **Exempt Employees**

- Must receive salary if an exempt employee works at all during a workweek
 - Exceptions: full day absences caused by vacation or illness, if a program to pay for sick leave exists
 - In California, for example, even checking email counts as work
- The salary can be a combination of pay and time from leave banks, or just time from leave banks
- To maintain exempt status, salary cannot be reduced below salary-basis threshold
 - FLSA = \$684 per week
 - California = \$1,040 per week

Other Considerations

- Pay and quarantine decisions **may affect other legal issues**. Examples:
 - extended exempt employee leaves may impact exempt-salaried basis test
 - if unpaid, salaries may fall below prevailing wage-rate levels for H-1B Visa employees
- Also consider **notice requirements** in **executive contracts**.
- Additional considerations:
 - Coverage for absent employees and overtime for others
 - Flexible leave policies
 - Watch for impact on incentive programs – bonus, pay match, variable compensation
 - Pay incentives during outbreak (to ensure continuance of your operations)
 - How much vacation may be used under an unlimited vacation policy
- If an employee is **infected at work** (though questions exist about how this could be established), he or she may be eligible for workers' compensation benefits.

Employee Benefits Issues

- Many **HIPAA requirements** otherwise applicable to COVID-19 testing results do not apply to employers
- **ADA confidentiality** mandates do apply to employers regarding employee medical records
- **Employer benefit plans and policies** have central importance regarding . . .
 - Sick leave and other paid/unpaid leave
 - Vacation pay
 - Medical benefits
 - Severance pay
- Many employees will have an increased need for **401(k) hardship and plan loans**
- Legal responsibilities of **benefit plan fiduciaries** may have increased importance during periods of financial turmoil and volatility

THE COVID-19 PLAYBOOK



Chapter 2 – Notice Laws

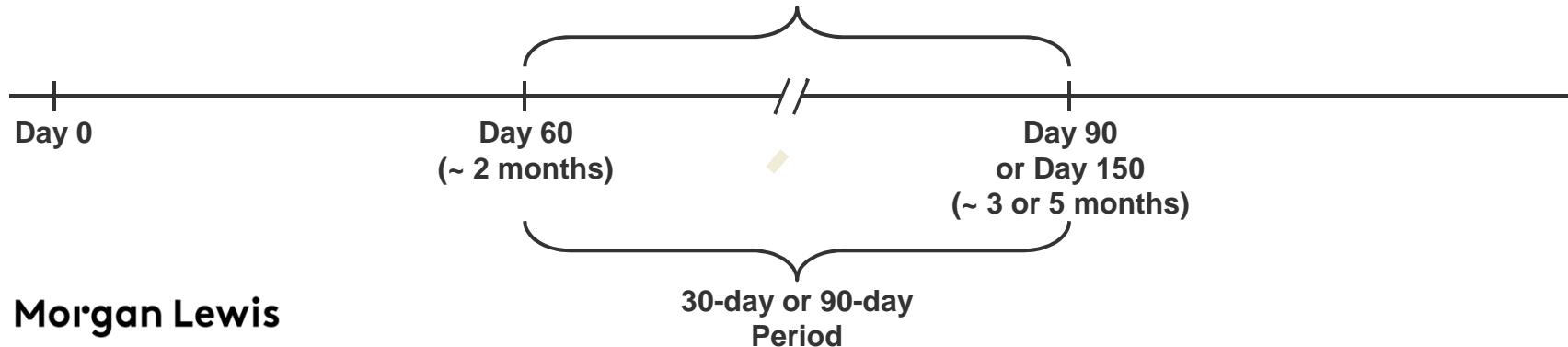
Federal WARN notices

State/local WARN-type laws

WARN notice and COVID-19: what you need to know

WARN basics

1. Watch out: WARN requires written notices before a “plant closing” or “mass layoff,” **but these terms are misleading.**
2. WARN requires 60 days’ written notices before large numbers of **any** of the following actions (which the statute calls “employment losses”) within a 90- or 30-day period:
 - employment **terminations**;
 - **layoffs** exceeding six months;
 - **Hours’ reductions** of more than 50 percent during each month of any six-month period



WARN notice and COVID-19: what you need to know

WARN basics (cont.)

3. How many “employment losses” trigger WARN notice requirements?

- WARN counting focuses on each location separately, over a 90-day (sometimes 30-day) period
- **plant closing**: shutdown of a site, facility/building or operating unit, causing 50 or more employment losses at a single site; excludes “part-time” (and short-service) employees
- **mass layoff**: 50 or more employment losses that constitute 33 percent of a site’s employees or 500 or more employees at a site; excludes “part-time” (and short-service) employees

4. Who must receive WARN notices?

- unrepresented employees, AND
- the chief elected official of any unions (for represented employees), AND
- the chief elected local government officials, AND
- the state dislocated worker unit (i.e., the state’s rapid response coordinator/agency)

WARN notice and COVID-19: what you need to know

WARN basics (cont.)

5. What **WARN exceptions** are most relevant to **COVID-19** separations?

There are four key concepts.

- **Key Concept 1** – **Layoffs (or furloughs) expected to be six months or less** do NOT trigger WARN (these are NOT “employment losses” under WARN)
- **Key Concept 2** – You should “**announce**” **in writing** that short-term layoffs/furloughs are expected to be six months or less (under WARN, this permits you to later issue mid-stream WARN notices if **unforeseeable circumstances arise** during the course of such short-term layoffs/furloughs, which cause the layoffs to be extended to more than six months)

WARN notice and COVID-19: what you need to know

WARN basics (cont.)

5. What **WARN exceptions** are most relevant to **COVID-19** separations? (cont.)

There are four key concepts. (cont.)

➤ **Key Concept 3** – At present, if COVID-19 issues cause immediate separations triggering WARN notice requirements, most employers can invoke **WARN’s “unforeseeable business circumstances”** and/or **“natural disaster” exceptions**, but the employers **must still issue WARN notices** that . . .

- are **served as soon as “practicable” (even if after-the-fact)** to **all** required notice recipients;
- **comply with all other WARN requirements** (except for 60 days’ notice); and
- contain **“a brief statement of the basis for reducing the notification period”**

➤ **Key Concept 4** – you must also carefully evaluate **state and local WARN-type laws**

State/local WARN-type laws: what you need to know

Many states/local governments have **WARN-type notice laws** that are **different** from WARN. **Examples:**

➤ **California:**

- Covers *short-term* layoffs; *no* “unforeseeable business circumstances” exception; *no* 33% mass layoff threshold
- But is **“suspended” by executive order** (essentially incorporating “unforeseeable business circumstances”)
- Notice **still required** even with executive order; but can be less than 60 days for COVID-19 related actions

➤ **New York and Illinois:**

- Largely track federal WARN but can be triggered by actions affecting as few as 25 employees at a site
- New York also (i) requires 90-days’ notice, absent an exception; and (ii) has additional notice content requirements

State/local WARN-type laws: what you need to know

Many states/local governments have **WARN-type notice laws** that are **different** from WARN. **Examples: (cont.)**

➤ **New Jersey:**

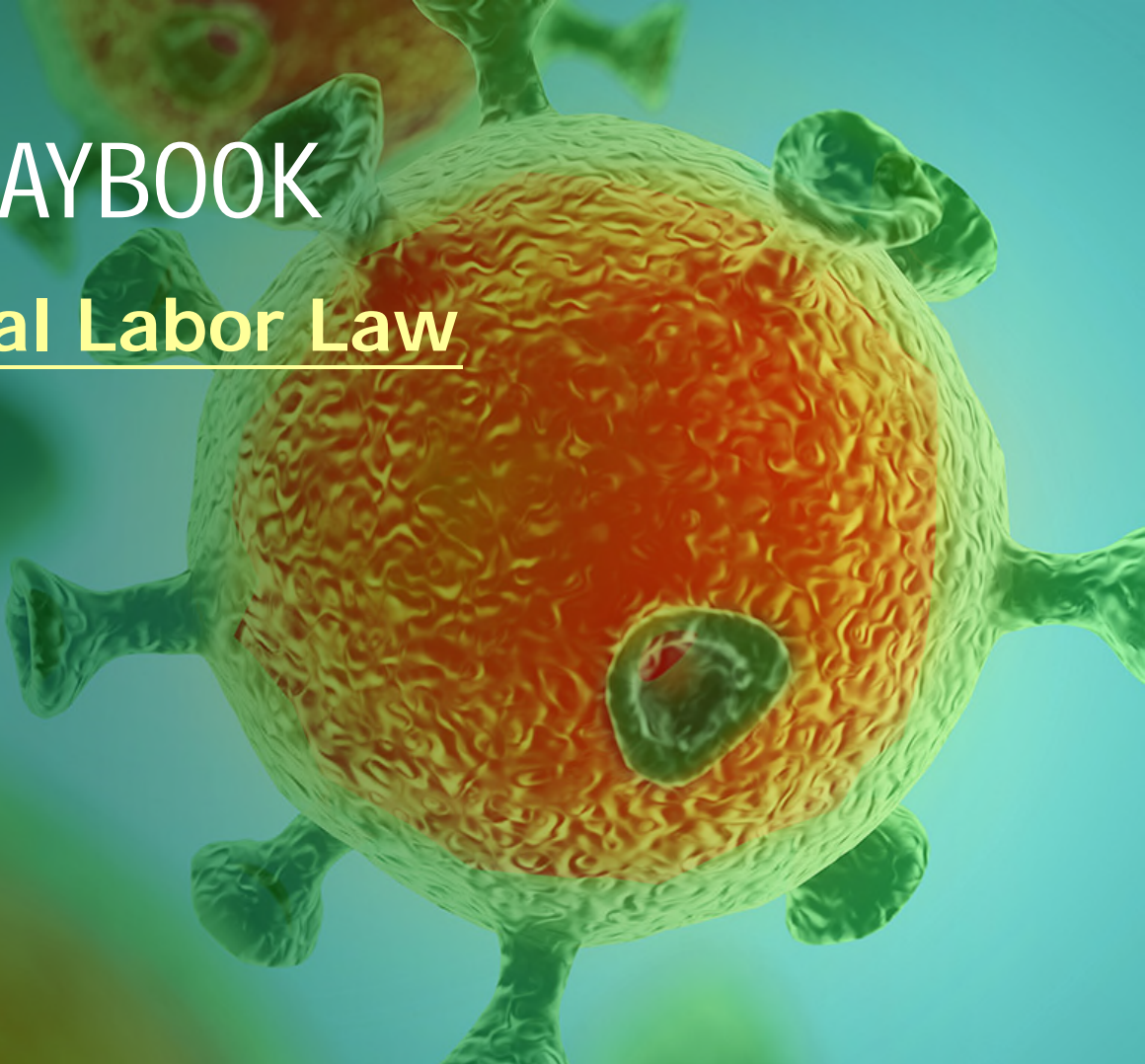
- “Unforeseeable business circumstances” applies *only* to extensions of short-term layoffs
- “Natural disaster” exception for shutdowns *only* (but also includes shutdowns due to “national emergency”)
- Drastic changes effective July 19, 2020 (due to amendments passed in January), but not to these exceptions

THE COVID-19 PLAYBOOK

Chapter 3 – Federal Labor Law

Labor contracts

Unions



Federal labor law, unions, and COVID-19 issues

- 1. Labor contracts.** Most labor contracts have extensive provisions addressing **sick leave, vacation, attendance, hours, layoffs**, temporary or indefinite **shutdowns**, and more
 - Many changes caused by COVID-19 will involve “**management rights**” clauses
 - The NLRB now gives effect to management rights clauses based on the “plain terms of the agreement” without requiring “clear and unmistakable” waivers. *See MV Transportation*, 368 NLRB No. 66 (Sept. 10, 2019).
- 2. Bargaining Obligations.** When changes related to wages, hours, or working conditions are not covered by a labor contract, the NLRA requires employers to give the union **reasonable advance notice** and the opportunity for **bargaining** before making a change.
 - In many cases, however, changes caused by COVID-19 may involve “**exigent circumstances**” that can **sometimes excuse** the duty to bargain or permit unilateral action before reaching an overall impasse or agreement. *See RBE Electronics*, 320 NLRB 80, 81-82 (1995).

Federal labor law, unions, and COVID-19 issues

3. **COVID-19 Union Demands**. Unions have given a wide array of demands to employers throughout the country
- Some demands focus on **curtailing** operations while giving employees **paid leave**
 - Other demands focus on **increased wages/benefits** for **continued** work
 - **Healthcare employers** have specialized challenges, burdens, and risks given rise to union proposals relating to healthcare employees;
 - **Potential examples** of widely varied union demands have included:
 - Enhanced workplace sanitation
 - Demands regarding protective equipment
 - Other health and safety changes
 - Hazard pay and increased overtime
 - Staffing adjustments (up and down)
 - Changes regarding where employees work
 - Schedule and shift changes
 - Demands addressing work-at-home issues
 - Enhanced sick leave/other PTO
 - Improvements in medical benefits
4. **Protected “Concerted” Employee Conduct**. Some actions by employees in “concert” regarding COVID-19 concerns may be NLRA-protected, which would prohibit discipline

THE COVID-19 PLAYBOOK

Top Ten “Workforce Change” COVID-19 Issues



Top Ten “workforce change” COVID-19 issues

1. **The new normal** is constant (day-to-day) change
2. **The dual focus challenge**: workplace health and safety vs. non-working employees
3. **The dual timeframe challenge**: addressing short-term emergency needs while trying to predict the future and plan for the longer term. Know your base line: existing benefit plans, policies, contracts, and labor agreements.
4. **Words have power**: “furlough” vs. “layoff” vs. “separation” vs. “termination”
5. **State laws rule** in many areas: duration of furloughs, “final” pay requirements, etc.
6. **Federal and state benefits** warrant consideration (for employees and the Company)
7. **Engage, engage, and engage**: senior executives, employees, and government officials
8. **Invoke WARN exceptions** if applicable: especially “unforeseeable business circumstances”
9. **Don’t be fooled by WARN exceptions**: notices must still issue (even if after-the-fact)
10. **NLRA issues can be important**: labor contracts, union demands, bargaining and potential NLRA-protected conduct relating to COVID-19 issues.

Morgan Lewis Workforce Change – Resources

Morgan Lewis Workforce Change

Acquisitions and Buyer "Short List" Action Items
Employment, Labor and Benefits Issues

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Sales and Seller "Short List" Action Items
Employment, Labor and Benefits Issues

Morgan Lewis Workforce Change

"One cannot manage change. One can only be ahead of it."
– Peter F. Drucker, *Management Challenges for the 21st Century*

Mergers, acquisitions, startups, closings, reorganizations and workforce reductions – these are considered extraordinary business changes. Now, they are fundamental to doing business. And these changes trigger the complex laws, regulations, benefit plans, contract agreements that focus on the people who manage or work for every business.

Morgan Lewis/Workforce Change includes lawyers and legal professionals who handle the full spectrum of employment, labor, benefits, immigration, and related issues confronting businesses involved in mergers, acquisitions, startups, closings, reorganizations and business restructuring. Morgan Lewis/Workforce Change can help you navigate these changes with real-world experience stemming from our work with clients on issues such as workforce reductions, relocations, restructurings, and more.

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Workforce Reductions – "Short List" Action Items
Employment, Labor and Benefits Issues

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Plant Closings, Mass Layoffs, and WARN Notification
Workforce Reduction Notice Obligations – A Summary

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Labor Law Standards Governing Related Corporate Entities

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Voluntary Separation Programs – Overview
Employment, Labor and Benefits Issues

Overview

1. **Voluntary Separation Programs – Why.** For companies confronting a need to reduce the workforce, a voluntary separation program can be advantageous for several reasons either as a stand-alone program or as part of a larger restructuring. Business

Upcoming Webinars

- Please join us at the following webinars:
 - [March 23, 2020 - Remote Working in a Time of Pandemic](#)
 - [March 24, 2020 - Responding to the 2019 Novel Coronavirus: Top-of-Mind Employee Benefits Questions for Employers](#)
 - [March 25, 2020 - Paid Sick Leave and Temporary Paid Family and Medical Leave Mandates Due to COVID-19](#)
 - [March 26, 2020 - COVID-19 and Labor Law: What Employee Actions Are “Protected,” Union Bargaining Issues, the NLRB, and More](#)

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CORONAVIRUS COVID-19



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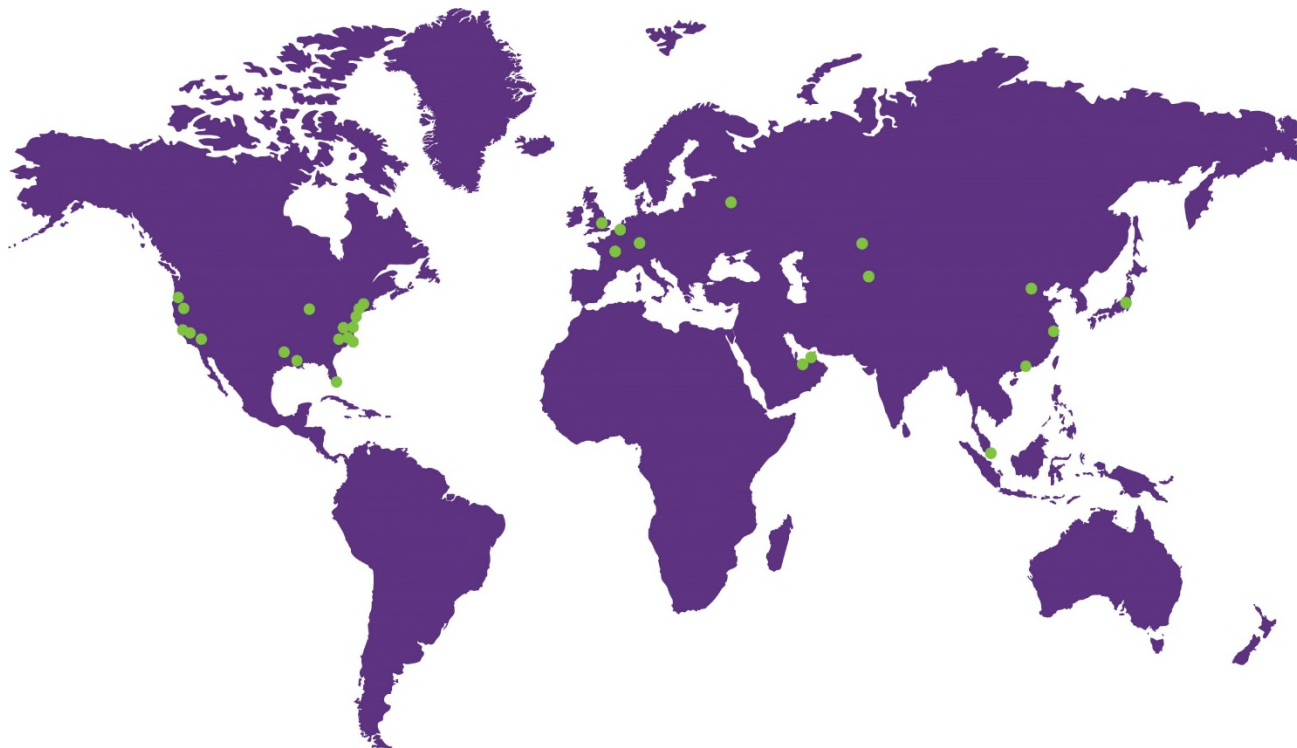
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