

# OPUS 2

## INTERNATIONAL

Ms Swarandeeep Birdi v (1) Specsavers Optical Group Limited (2)  
Mr Kamaljit Singh (3) Dartford Visionplus Limited (4) Dartford  
Specsavers Limited

Day 3

October 27, 2014

Opus 2 International - Official Court Reporters

Phone: +44 (20) 3008 5900  
Email: [transcripts@opus2.com](mailto:transcripts@opus2.com)  
Website: <http://www.opus2.com>

1 Monday, 27 October 2014  
 2 (10.30 am)  
 3 MR JUSTICE NUGEE: Yes, good morning, Mr Potts.  
 4 MR POTTS: My Lord, good morning. Your Lordship raised two  
 5 issues on Friday afternoon.  
 6 MR JUSTICE NUGEE: Yes.  
 7 MR POTTS: I could deal with those now.  
 8 MR JUSTICE NUGEE: That would be convenient.  
 9 MR POTTS: The first point was the chairman of the board of  
 10 each of the two companies. On Friday afternoon I took  
 11 your Lordship to the articles of Dartford Specsavers;  
 12 for your Lordship's note it's D1, tab B, 171, {D/14/171}  
 13 and I referred your Lordship to Article 5(b).  
 14 {D/14/172} There was a class right in favour of the  
 15 B shareholders to appoint the chairman of the board.  
 16 The position is slightly more complicated in  
 17 relation to Dartford Visionplus. There isn't a bespoke  
 18 class right article in relation to those articles. For  
 19 your Lordship's note, it's D1, A, pages 9 to 13. {D/2/9}  
 20 But they incorporate table A articles -- table A to the  
 21 85 Act.  
 22 MR JUSTICE NUGEE: Yes.  
 23 MR POTTS: Could I hand up to your Lordship the 85  
 24 regulations.  
 25 MR JUSTICE NUGEE: I think table A is in the back of

1

1 bundle D2.  
 2 MR POTTS: It may be, although there are different versions  
 3 of table A at different times.  
 4 MR JUSTICE NUGEE: I'm aware of that.  
 5 MR POTTS: Let me just check if it's the right one. No, my  
 6 Lord --  
 7 MR JUSTICE NUGEE: That's not the right one.  
 8 MR POTTS: I think that's from commencement 2007. This is  
 9 an older company. So it's the unamended version.  
 10 I suspect there isn't a difference in relation to this.  
 11 MR JUSTICE NUGEE: Thank you.  
 12 MR POTTS: Does your Lordship have --  
 13 MR JUSTICE NUGEE: The one you have just handed in, yes.  
 14 MR POTTS: Regulation 91 is where I should start.  
 15 That provides that: {D/32/443}  
 16 "The directors may appoint one of their numbers to  
 17 be chairman and may from time to time remove him from  
 18 that office and unless he is unwilling to do so, he  
 19 shall preside at every meeting of the directors."  
 20 MR JUSTICE NUGEE: Yes.  
 21 MR POTTS: If there is an absence then they can appoint one  
 22 of their own. Then that also covers -- going back to  
 23 regulation 42 -- that the chairman of the board is also  
 24 chairman -- {D/32/437}  
 25 MR JUSTICE NUGEE: Of the general meeting.

2

1 MR POTTS: -- of the general meeting, and we have the  
 2 provision that there is a casting vote.  
 3 The position is, my Lord, that at all material  
 4 times, Specsavers has acted as chairman of this company  
 5 since its incorporation. Your Lordship can see  
 6 an example of that at E16 --  
 7 MR JUSTICE NUGEE: Sorry, where --  
 8 MR POTTS: E6, I'm sorry, my Lord, for an example of  
 9 Specsavers acting as chairman. E6/1429. {E/377/1429}  
 10 MR JUSTICE NUGEE: Where does it say that the chairman has  
 11 a casting vote? I don't doubt it --  
 12 MR POTTS: Sorry, I should have taken your Lordship to that.  
 13 That is regulation 50.  
 14 MR JUSTICE NUGEE: 50. That's the general meeting?  
 15 MR POTTS: The general meeting and then, yes, 88, towards  
 16 the end. {D/32/443}  
 17 MR JUSTICE NUGEE: Thank you, yes.  
 18 So Specsavers, being chairman before Ms Birdi comes  
 19 along, remains chairman and there is no power to remove  
 20 it. Is that really the position?  
 21 MR POTTS: That's right, it's an entrenched position and  
 22 your Lordship can see at 1429 is a board meeting at  
 23 which Ms Birdi was present and you will see that  
 24 Specsavers is chairman. {E/377/1429}  
 25 MR JUSTICE NUGEE: Thank you.

3

1 MR POTTS: You will see agenda item 2. Noted that SOG was  
 2 acting as chairman of the meeting.  
 3 MR JUSTICE NUGEE: Thank you very much.  
 4 MR POTTS: I think that was the first issue. The second  
 5 issue was the different position of the two companies.  
 6 This is the dual company structure, which is common,  
 7 although not universal, in Specsavers stores. Where  
 8 there is the dual company structure, there is  
 9 a Specsavers company and a Visionplus company.  
 10 MR JUSTICE NUGEE: Yes.  
 11 MR POTTS: The Specsavers company acts as the wholesaler.  
 12 It purchases all goods and services for the store,  
 13 including frames and lenses, and carries out work on  
 14 glasses. So after a customer has selected a pair of  
 15 spectacles, they will need to be modified, inserting  
 16 prescription lenses. That is done by the Specsavers  
 17 entity. The Specsavers entity also holds all the assets  
 18 of the business, such as the equipment.  
 19 The Visionplus entity is the retailing entity and it  
 20 carries out all healthcare services, sight tests and  
 21 dispensing, and conducts the sales to the customers and  
 22 it also employs staff.  
 23 MR JUSTICE NUGEE: And the directors.  
 24 MR POTTS: Yes, indeed, as employees, yes.  
 25 The dual company structure is VAT efficient and has

4

1 been approved by HMRC and there are details of that, my  
 2 Lord, for your Lordship's note, provided by Mr Dyson in  
 3 his third witness statement. It's paragraphs 28 to 43  
 4 of that statement deals with the -- {C/18/189}  
 5 MR JUSTICE NUGEE: Thank you very much.  
 6 MR POTTS: So in fact, it does make a difference in terms of  
 7 the VAT that is charged and reclaimed between the two  
 8 stores and it's VAT-efficient. That's right. Precisely  
 9 how that works may be slightly beyond my pay grade, but  
 10 if your Lordship is interested in the VAT efficiency --  
 11 MR JUSTICE NUGEE: Unless Mr Stuart wants me to go into it,  
 12 I don't think I'm going to need to understand what you  
 13 mean by saying it's VAT-efficient, but if I need to  
 14 understand it, I will have a look at what Mr Dyson says.  
 15 But I have understood correctly that both companies are  
 16 trading; it's not one trading company and one holding  
 17 company, they are both trading. One is trading  
 18 wholesale and one is trading retail.  
 19 MR POTTS: That's correct, it's not a strict holding company  
 20 trading subsidiary. It's more complicated than that.  
 21 Wholesaler and retailer, and there is an interaction  
 22 between the two.  
 23 MR JUSTICE NUGEE: Thank you very much.  
 24 Mr Stuart, do you want to take issue with any of  
 25 that?

5

1 MR STUART: Not at the moment, my Lord, no.  
 2 MR JUSTICE NUGEE: No, well, if you do, you have plenty of  
 3 opportunity to do so.  
 4 MR POTTS: My Lord, I think it's a point that was discussed  
 5 in the previous trial, so that explanation I have given  
 6 isn't a new one.  
 7 MR JUSTICE NUGEE: It doesn't mean it's right just because  
 8 you have said it before.  
 9 MR POTTS: It doesn't, indeed.  
 10 MR JUSTICE NUGEE: I'm very conscious that -- I asked you  
 11 because you happened to be on your feet, but if  
 12 Mr Stuart disagrees --  
 13 MR POTTS: If he has any concerns he can raise them.  
 14 MR JUSTICE NUGEE: Thank you very much. That's very  
 15 helpful.  
 16 MS SWARANDEEP BIRDI (continued)  
 17 Cross-examination by MR POTTS (continued)  
 18 MR POTTS: Ms Birdi on Friday afternoon, we were discussing  
 19 the salary increases in 2007 and I would like to move on  
 20 to the bonuses. Could you have volume B open on your  
 21 desk and also, I think, for the moment, E2 and E15,  
 22 please.  
 23 We can put E15 to the side; we don't need that right  
 24 now. If we could start with E2, please, and at  
 25 page 433. {E2/88/433} We looked at this in relation to

6

1 some of the salary increases on Friday and you can see  
 2 that Ms Slark was also recommending a new bonus scheme  
 3 as well, wasn't she?  
 4 A. Yes.  
 5 Q. She says it was taken from a model used at the Reading  
 6 and Oxford stores. Do you see that towards the bottom  
 7 of the page?  
 8 A. I do.  
 9 Q. And that was to pay to £10 bonus if sales targets were  
 10 increased by 10 per cent, if sales were increased by  
 11 10 per cent?  
 12 A. That's right.  
 13 Q. So if it's a 20 per cent increase, there would be  
 14 a £20 bonus?  
 15 A. That's correct.  
 16 Q. Yes. She said that that would pay for itself out of  
 17 increased sales levels?  
 18 A. That's correct.  
 19 Q. That's a commercial decision to pay bonuses if sales are  
 20 increased; isn't that right?  
 21 A. That is.  
 22 Q. How was that an improper decision, Ms Birdi? Do you say  
 23 it was improper?  
 24 A. First of all, I'm an A director. I have been suspended  
 25 from DVL, I haven't been suspended from my duties as

7

1 a director. It's day-to-day management. I should have  
 2 been involved in it, first of all. There was a good  
 3 enough bonus scheme working in place, which was linked  
 4 to the store's performance.  
 5 Secondly, this bonus scheme made the bonuses  
 6 increase per month from £850 roughly to £2,500 per month  
 7 and the operating profit in the business was  
 8 dramatically dropping because of all the actions that  
 9 had started since Mr McAlindon's intervention. So  
 10 I don't believe it was a correct --  
 11 Q. Are you saying it was a bad decision or it was  
 12 a decision taken for an improper purpose?  
 13 A. I think it was a bad decision and I think it was done  
 14 for an improper purpose.  
 15 Q. And the improper purpose was what?  
 16 A. To devalue the shares. As Mr McAlindon's email does say  
 17 on 1/9/07, that charging these extra costs to the  
 18 business devalues the share value, which in effect  
 19 devalues the amount of profit I am taking out of the  
 20 business.  
 21 Q. You refer to some figures, to the difference you say it  
 22 makes to -- the amount it costs per month. Could I ask  
 23 you to turn up volume E15, please. If you turn towards  
 24 the back, at 4324 I think it starts. {E/1110/4324}  
 25 There is a section of documents which runs from 4324 to

8

1 4352. {E/1110/4324}

2 A. Yes.

3 Q. There are various colourful charts and so on and there

4 is also some analysis. If you look at 4349, there is

5 some reference to bonus figures. {E/1111/4349}

6 Firstly, can I ask: this isn't a contemporaneous

7 document, is it? It wasn't produced at the time that

8 you were in the store, was it?

9 A. No.

10 Q. Who prepared this document? Is this one document? Can

11 I just --

12 A. Hold on, can I just think about that. Was it prepared

13 when I was in the store? As regards preparing it, I'm

14 not quite sure when I prepared it but obviously it would

15 have been after January 2011.

16 Q. It's after January 2011. So it's in the context of this

17 litigation. Is that right?

18 A. That's right.

19 Q. Who prepared it?

20 A. My husband.

21 Q. Your husband prepared this document?

22 A. Yes, that's right.

23 Q. Okay. It's a sort of analysis of various figures; is

24 that right?

25 A. That's right, yes.

1 Q. Can I ask you to look particularly at page 4324.

2 {E/1110/4324} That's the first page, isn't it, of the

3 document? It's showing sales. Is that right?

4 A. Yes, that's right.

5 Q. Does it finish at 4352? It's all those pages?

6 {E/1111/4352}

7 A. I believe so.

8 Q. Let's look at the bonus section, 4334. {E/1111/4334}

9 There is a reference to a bonus there, isn't there? You

10 see on the right-hand side, you have got a number of

11 £38,088. Do you see that in the middle?

12 A. I do, yes.

13 Q. And then there is a reference to a 10 per cent

14 March 2007 bribe?

15 A. Yes.

16 Q. Is that your language?

17 A. Actually, my husband created this. I didn't even

18 realise it was on there, to be honest with you.

19 Q. Would you agree with that description of it?

20 A. No, I don't -- I don't think it was a bribe. It was

21 probably just when we were doing it -- and you can see

22 the figures -- it has upset us. It has obviously upset

23 my husband.

24 Q. Okay. 4349 {E/1111/4349} purports to be a month by

25 month breakdown of bonuses from May 2005 through

1 to January 2011?

2 A. That's true, yes.

3 Q. And you are suggesting there that the figures show

4 £38,000 overpayment -- that's over 23 months, isn't it?

5 A. That's correct, yes.

6 Q. Are you familiar with the way these figures were

7 calculated, or is this something your husband did?

8 A. No, I did give the figures to my husband and then he

9 created all of these graphs, et cetera.

10 Q. Right. Just a first point -- do you have your witness

11 statement to hand, please, paragraph 242? {B/1/53}

12 A. Which one is that in?

13 Q. Your witness statement, volume B.

14 A. I'm sorry, which one?

15 Q. Page 53, your first witness statement.

16 A. Paragraph 53?

17 Q. I'm sorry, page 53, paragraph 242. {B/1/53} You refer

18 there to a spreadsheet and I think it's this spreadsheet

19 you are referring to?

20 A. Okay.

21 Q. You say:

22 "I produced a spreadsheet."

23 That's not quite right, is it? It was your husband

24 who produced it?

25 A. My husband, and I then -- because I gave him the

1 figures.

2 Q. I see, so you assisted in the production of it?

3 A. That's right, yes.

4 Q. This covers a 23-month period between -- you say the

5 figure you rely on, the £38,000, is 23 months between

6 May 2007 and April 2009. Is that right?

7 A. That's correct, yes.

8 Q. You were only suspended for six months, in fact, weren't

9 you, between March and October 2007?

10 A. That's correct.

11 Q. And your pleaded case concerns bonuses paid during your

12 suspension period, that same period. Correct?

13 A. Does it? Well, it's the excess bonuses that were put in

14 by Specsavers.

15 Q. Your complaint is about the salary and bonuses paid to

16 staff whilst you were suspended from work; correct?

17 That's your complaint?

18 A. My complaint is the new bonus scheme put in by

19 Specsavers. That is my complaint.

20 Q. You came back into the store from October 2007?

21 A. Yes, I did.

22 Q. Are you complaining about the bonus scheme which was

23 operated whilst you were in charge of the store?

24 A. I am, yes, because I was given strict instructions on my

25 back to return interview that I was under no

1 circumstances allowed to change the bonus scheme and  
 2 that now it was a shared venture and that was it. And  
 3 seeing as I had already been given a final warning, I'm  
 4 not going to transgress that.  
 5 Q. When was that warning given to you, or that instruction?  
 6 A. I was told that in my meeting with Dominic Savill on  
 7 9 October 2007, and this note is to that effect.  
 8 Q. Once Mr Singh came into the store --  
 9 A. Yes.  
 10 Q. -- Specsavers were no longer involved in management,  
 11 were they?  
 12 A. No, they weren't but, again, like I say, I was very  
 13 nervous to do anything that -- I was very nervous, but  
 14 that was one of the things that needed dealing with.  
 15 Q. If you had wanted to, you could have called a board  
 16 meeting in relation to the bonus scheme or arranged with  
 17 Mr Singh to change it, couldn't you?  
 18 A. Well, I had one of Specsavers' men, Mr McGonagle, come  
 19 in from Shared Venture and he said that he would -- he  
 20 said the bonus was not good and he would look at coming  
 21 in to speak to the staff to deal with it, but he didn't  
 22 and I didn't feel I could do it because I was scared of  
 23 getting the sack, basically. So when Mr Singh came in,  
 24 it got changed then.  
 25 Q. It got changed with Mr Singh came in?

13

1 A. Yes, not straight after Mr Singh came in but it got  
 2 changed --  
 3 Q. That was around July 2008? That was when Mr Singh  
 4 started in the store?  
 5 A. Yes, Mr Singh started in the store but it didn't get  
 6 changed until March 2009.  
 7 Q. But you are complaining about it thereafter?  
 8 A. I am complaining about it.  
 9 Q. Or just until April 2009; is that right?  
 10 A. Yes, that's right.  
 11 Q. Looking at these figures for bonus, can I ask where you  
 12 took those figures from?  
 13 A. I took those from the payslips and also from the bottom  
 14 line accounts.  
 15 Q. Could I pass up to you and to your Lordship a document  
 16 which shows some calculations. It's not  
 17 a contemporaneous document; it's just an aid showing  
 18 some calculations. I provided it to my learned friend  
 19 before we started on the first day of trial. (Handed)  
 20 MR JUSTICE NUGEE: Thank you.  
 21 MR POTTS: I don't know, did you have a chance to have  
 22 a look at this document?  
 23 A. No.  
 24 Q. You haven't, okay.  
 25 A. No, I have never seen this.

14

1 Q. Okay. If you keep 4349 open {E/1111/4349} and we are  
 2 going to have a look first -- there are three different  
 3 tables here and it shows a comparison. If you look at  
 4 the first table on the left-hand side?  
 5 A. Just bear with me. (Pause)  
 6 Yes.  
 7 Q. It shows the 12-month period before your suspension, so  
 8 it's running from March 2006 to February 2007. Do you  
 9 see that?  
 10 A. I do, yes.  
 11 Q. And in the middle column are the numbers taken from your  
 12 document at 4349; okay? {E/1111/4349}  
 13 A. Just bear with me.  
 14 Q. Of course. (Pause)  
 15 A. Oh, yes, I can see that.  
 16 Q. Okay. Then at the right-hand column are numbers which  
 17 have been taken from the payroll figures, and those are  
 18 documents which are in the bundles before the court.  
 19 And in some -- well, really in most cases -- I think in  
 20 fact possibly in all cases -- the numbers are different.  
 21 Can I just give you an example. If you look at the  
 22 figure for March 2006 -- it's not a massive difference  
 23 but for March 2006 you have said that the bonus figure  
 24 paid was £2,312. If you were to pick up, please, E1, if  
 25 E1 can be passed to you?

15

1 A. Thank you.  
 2 Q. If you turn to page 107, the references are in the  
 3 right-hand column. {E/7/107} You see there in the  
 4 middle there are different columns: basic pay, overtime  
 5 and then bonus. There is a total for the bonus for that  
 6 month, which is £2,037.10?  
 7 A. That's right, yes.  
 8 Q. So there seems to be a difference between the figures  
 9 that you have adopted and the figure that we have  
 10 adopted, taken from the payroll records. Do you see  
 11 that?  
 12 A. I do.  
 13 Q. And just to take one more example, perhaps where there  
 14 is quite a big difference. October 2006, your figure is  
 15 £1,036.82 and if you turn on in E1/114, {E/7/114} there  
 16 is again another payroll record. In fact, it is for  
 17 this month, October. You can see from the next month,  
 18 the next page -- it's cut off at the top but you can see  
 19 that it was November, in fact, so therefore it covers  
 20 the October period. Unfortunately, there isn't a total  
 21 for the bonus in this column and, with some trepidation  
 22 given my history of arithmetic, I would suggest that the  
 23 sum total of that bonus column is £4,397.69. So quite  
 24 a lot higher than the figures that you have provided.  
 25 Do you see that?

16

1 A. I do.  
 2 Q. How did you get your figure of £1,036?  
 3 A. I got my figure because when payroll is actually put in,  
 4 people have -- some people have basic pay, some people  
 5 do ad hoc hours. So what Mr Patel would do -- for  
 6 example, John Sterry, he was a Saturday guy, so he  
 7 didn't have fixed days to work. So his salary was  
 8 actually put in the bonus column. So that had to be  
 9 deducted off the bonus.  
 10 Also my husband's website application figures and  
 11 works done is in the bonus column, which isn't actually  
 12 the store bonus, so that had to be deducted off.  
 13 Q. It was a bonus, wasn't it?  
 14 A. No, it wasn't bonus and this was discussed in my  
 15 investigation hearings and my disciplinaries. That  
 16 figure there and -- the 1700 was for website application  
 17 and for works he had done. John Sterry's was for his  
 18 actual payments for the work he has done. Jigjidsuran,  
 19 that's for her ad hoc work she did, that's not a bonus.  
 20 So when our figures were calculated, we took out these  
 21 things that were not related to the bonuses.  
 22 Q. I see, so there is a different approach to the  
 23 calculations?  
 24 A. It's not a different approach at all. The bonus that  
 25 was increased was related to tints bonus, store

17

1 performance, and these figures had nothing to do with  
 2 the bonus at all.  
 3 Q. What I'm trying to identify is the figures on the  
 4 right-hand column are based on the payroll records,  
 5 okay? Can I just ask you to look down at the bottom of  
 6 that. Your average, the figure that you have for the  
 7 12-month period based on your analysis, is £1,059?  
 8 A. Where are we now.  
 9 Q. Sorry, back on the document I passed up to you.  
 10 A. Yes.  
 11 Q. If you look on the left-hand table?  
 12 A. Yes.  
 13 Q. The average for the 12 months according to your figures  
 14 is £1,059. Do you see that? It's the bottom number in  
 15 number 17?  
 16 A. Okay.  
 17 Q. And the actual number, based on -- the bonus average  
 18 based on the payroll records is £1,911. Do you see  
 19 that?  
 20 A. I do see that, but it's not correct.  
 21 Q. You say it's not correct.  
 22 A. You need to look at the figures I have done. If you  
 23 look at those and you take out the things that are not  
 24 actually bonus, you will come to the true figure, which  
 25 I have got on my disclosure here, £4,349.

18

1 Q. Okay. Can we just move on then to look at the middle  
 2 column, the middle table. This is the seven-month  
 3 period during your suspension and we have done the same  
 4 analysis. Do you see that?  
 5 A. I do.  
 6 Q. And looking at the bottom figures --  
 7 A. Yes.  
 8 Q. -- you see your figure shows £2,255?  
 9 A. Yes.  
 10 Q. And our figure shows £2,397.46?  
 11 A. That's right but, like I say, the same thing applies.  
 12 If you look at my figures, I have taken out people's  
 13 salary from the bonus column because the system was set  
 14 up that if you needed to add extra things, you could put  
 15 it under overtime, you could put it under bonus. So,  
 16 what I have done is I have taken out what is not bonus  
 17 and I have given a true reflection of what the actual  
 18 bonus was paid and then compared it to what the new  
 19 bonus put in by Specsavers was.  
 20 Q. The payroll figures provide a figure for basic pay,  
 21 don't they? They also provide a figure for bonus and  
 22 there is also a separate column for overtime as well,  
 23 isn't there?  
 24 A. But like I've told you, Mr Patel did the payroll and he  
 25 has put some figures under bonus which are not bonus.

19

1 Like I said, John Sterry's not bonus, my husband's  
 2 website application is not bonus, Jigjidsuran is not  
 3 bonus. That's salary.  
 4 Q. It wasn't basic pay, was it, because he had a set basic  
 5 pay?  
 6 A. No, but the thing is when people did ad hoc work,  
 7 instead of -- I can't explain how Mr Patel did it but  
 8 Carol Slark also did it this way as well. I'm sure I've  
 9 seen some of her figures put under bonus when they  
 10 weren't. Jigjidsuran's £791.87 was not bonus; that was  
 11 her, if you like, basic salary for that month. So you  
 12 need to deduct these figures off to get a true  
 13 reflection of what the bonus payments were.  
 14 And also, you did mention earlier about one of the  
 15 months where it was a little higher. I think there was  
 16 a column for overtime because we had an attendance bonus  
 17 as well which we needed to take into consideration and  
 18 add on to the bonus figure. So there were some things  
 19 we had to look at, take off and put on. You can't just  
 20 physically look at the bonus column.  
 21 Q. Okay. We are looking at the middle figure now, the  
 22 seven months during your suspension. Based on the  
 23 payroll records, the figure is £2,397 on average for  
 24 that period?  
 25 A. That's not correct. That is not the actual bonus

20

1 payment.  
 2 Q. That's the figure based on the payroll records. Do you  
 3 accept that?  
 4 A. No, I don't accept that because I have just told you  
 5 that this bonus column had different numbers in which  
 6 were not related to the bonus.  
 7 Q. I don't think you are answering my question again,  
 8 Ms Birdi?  
 9 A. I'm sorry, I don't accept it.  
 10 Q. You don't accept that that number is an average of  
 11 payroll records?  
 12 MR JUSTICE NUGEE: Mr Potts, it's a bit unfair to ask the  
 13 witness to accept a figure as an average of some other  
 14 figures.  
 15 MR POTTS: Fine.  
 16 MR JUSTICE NUGEE: It's a matter of verification as to  
 17 whether this is what the payroll records show and  
 18 whether that figure is an arithmetically accurate  
 19 average, but the point she is making is, what is shown  
 20 as bonus on the payroll records is not what she regards  
 21 as proper bonus. I have that point. I also have the  
 22 point that, assuming your figures have been accurately  
 23 transposed on to this and accurately calculated, which  
 24 can be checked if anybody wants to do so, the figures  
 25 shown as bonus on the payroll records is larger,

21

1 slightly, for the seven month period, than the figure  
 2 that she regards as bonus.  
 3 MR POTTS: Correct. Finally, just to complete the picture,  
 4 for the 12 months after your return from suspension,  
 5 there is not actually so much difference between us on  
 6 these figures. We can see on the numbers they are much  
 7 closer, the average is £2,710 on your figures and £2,714  
 8 on the payroll records; do you see that?  
 9 MR JUSTICE NUGEE: I think the figures are identical apart  
 10 from a £50 discrepancy for October.  
 11 MR POTTS: Exactly, that's right. Do you see that on the  
 12 right-hand table?  
 13 A. I do, but, like I say, me knowing what's happening in  
 14 the store, me knowing what's actually physically  
 15 reported on the payroll slips, I have taken the figures  
 16 as they should have been taken for bonus.  
 17 Q. Okay.  
 18 A. So this is a true representation, I believe: £4,349.  
 19 Q. So if you look at the figures for the 12 months after  
 20 your return to work, when you are running the store?  
 21 A. Yes.  
 22 Q. In fact, the average bonus during that period was some  
 23 £316 per month on average more than during the period of  
 24 your suspension; correct? If you compare £2,714 and  
 25 £2,397?

22

1 A. Sorry, I don't know where you are.  
 2 Q. If you look at the average figure on the right-hand --  
 3 A. Right, okay.  
 4 Q. So this is the 12 months when you were back in charge of  
 5 the store?  
 6 A. That's right.  
 7 Q. The average bonus payment during that period was £2,700  
 8 per month; yes?  
 9 A. That's right.  
 10 Q. Which is some £316/£317 more on average than the period  
 11 when you were not in the store, when you were suspended.  
 12 In the middle column.  
 13 A. Yes, I mean, obviously I'm going to rely on my figures  
 14 because I know they are accurate.  
 15 Q. All right, well, in the right-hand column there is not  
 16 much difference.  
 17 A. That's right, it has gone up a little bit.  
 18 Q. That's during the period when you are in charge?  
 19 A. That's right, because when I have come back into the  
 20 store, the store started performing very well and, in  
 21 fact, we hit our best week ever in April. But, like  
 22 I said, I was too frightened to even consider changing  
 23 the bonus because I was on a final warning, I didn't  
 24 want to be thrown out of my business and I was given  
 25 strict instructions I wasn't allowed to change anything

23

1 that had been done by Specsavers.  
 2 MR JUSTICE NUGEE: Can I ask you, Ms Birdi.  
 3 A. Yes.  
 4 MR JUSTICE NUGEE: Looking at Ms Slark's email of 2 May,  
 5 which is E2/433, {E/88/433} which is where she is  
 6 proposing the new bonus scheme to Mr McAlindon.  
 7 A. That's right.  
 8 MR JUSTICE NUGEE: She describes it. Do you understand how  
 9 it works?  
 10 A. I do understand how it worked. It went up to a maximum  
 11 of 50 per cent, it was worked on a daily basis.  
 12 MR JUSTICE NUGEE: So what are you comparing: one day's  
 13 sales to the next day's sales?  
 14 A. I think it was the year before's sales. I think they  
 15 were looking at -- no, I probably don't understand it  
 16 then.  
 17 MR JUSTICE NUGEE: If you don't understand it -- Mr Potts,  
 18 do you understand it?  
 19 MR POTTS: My Lord, my understanding is it's based on  
 20 average sales figures and if those average sales figures  
 21 were increased by a particular margin, then there would  
 22 be a bonus paid. Is that right?  
 23 A. There is a disclosure where she describes it, but was it  
 24 on the last year's?  
 25 Q. You can see it says: {E/88/434}

24

1 "This will be done on a daily calculation, so they  
2 may not get 10 per cent up on the week but they may on  
3 the day and therefore to keep motivation and daily  
4 interest they will be able to calculate their own  
5 bonuses."

6 It says that at 434.  
7 MR JUSTICE NUGEE: I understand that, that it's done on  
8 a daily basis. But it's not clear from this -- it may,  
9 as Ms Birdi says, be perfectly clear from something  
10 else -- what you are comparing. I can see if you sell  
11 £500 worth of stuff on day X, you have to compare that  
12 with something, and whether it's the day before or the  
13 year before or an average of last year's, I don't know.

14 MR POTTS: It's certainly some previous average figure.  
15 Is that your understanding?

16 A. I think so, yes.  
17 MR JUSTICE NUGEE: Right.

18 MR POTTS: And it's only payable if increased sales targets  
19 are reached. Is that correct? Is that your  
20 understanding?

21 A. That's right, yes. I think -- I think -- I think you  
22 will have to look at the document. I think what she  
23 did, she took the previous year's performance for that  
24 week, divided it by, I think, six days and said, "If you  
25 hit this much on this day, each member will get

25

1 10 per cent; if you hit 20 per cent increase, each  
2 member will get £20". And I think that's how it was  
3 worked but she has got a sheet in there somewhere; there  
4 is a disclosure in there.

5 MR JUSTICE NUGEE: What was the existing bonus scheme, which  
6 you said you already had, which you said was fine?

7 A. The existing bonus scheme, basically what we did, any  
8 sales over £18,000, we took 1 per cent of that sales.

9 We looked at how many tints were sold, how many coatings  
10 were sold, how many special lenses were sold, because  
11 you could get printouts from the computer very easily,  
12 and they would get, like, £1.50 for a tint, £3 put into  
13 a pool for an anti-reflection coating.

14 So these figures were really easy to pull off the  
15 reports and then it was all pulled in together and it  
16 was distributed to each member of staff, depending on  
17 how many days they worked. So, if the store was doing  
18 really well and was selling really well, then the  
19 bonuses would go up.

20 MR JUSTICE NUGEE: Thank you.

21 MR POTTS: In relation to the scheme that she was  
22 discussing, this was performance-based, wasn't it? It  
23 was based on achieving increased sales targets?

24 A. Yes. If -- I mean, if this had been discussed with me  
25 regarding this, then I could see that actually -- if you

26

1 looked at it on a weekly basis, it probably wouldn't  
2 have been so, but on a daily basis, by dividing it,  
3 I believe by six days, Saturday, everybody would be  
4 getting £30, £40, £50 bonus each time, because Saturday  
5 was our busiest day. So commercially, it wasn't good  
6 for the business.

7 Q. She said it was based on the model used at the Oxford  
8 and Reading stores. Do you have any reason to  
9 disbelieve that?

10 A. I don't have any reason to disbelieve that, but if they  
11 are using it, it doesn't mean it's appropriate for the  
12 Dartford store.

13 Q. Are you saying that you disagree with it as a commercial  
14 judgement, or are you saying it was an improper thing  
15 for her to suggest?

16 A. Well, it was improper because, like I say, I was  
17 an A director of the business; procedurally it was  
18 improper because it should have been posed to me and  
19 I would have said what the errors were in that. And  
20 secondly, like I said, Mr McAlindon had directed this  
21 and it was -- I know this is his modus operandi from the  
22 previous director's case. They do pay the staff extra  
23 money and it does depreciate the store profits.

24 Q. But the bonuses which were paid were only paid out of  
25 increased sales, weren't they?

27

1 A. I'm not sure whether the sales did really increase that  
2 much, but I do know the operating profit was going  
3 really downhill and, as in Uckfield, as the staff member  
4 said, why were we getting bonuses when the profit of the  
5 store was doing really bad? So it didn't make  
6 commercial sense and I do feel it was to damage me.

7 Q. So you are saying that this bonus structure was done  
8 with the specific intention of damaging you?

9 A. I do believe it was, yes. I think if somebody had  
10 looked at it properly or if it had been presented to me,  
11 I would have said, "Look, no, this won't really work".  
12 I wasn't involved in it at all.

13 Q. Could I ask to you look at paragraph 224 of your witness  
14 statement. {B/1/48} You take issue with one bonus  
15 there?

16 A. Just bear with me one moment. (Pause)  
17 Sorry, did you say --

18 Q. Paragraph 224 on page 48. {B/1/48} You refer there to  
19 a bonus paid of £60 to Lorraine Frondigoun?

20 A. That's right.

21 Q. In that month?

22 A. That's right.

23 Q. There is nothing usual, as we have discussed, in bonuses  
24 being paid to staff, was there?

25 A. No.

28



1 Q. The bonus was a part of their remuneration package?  
 2 A. That's true.  
 3 Q. Could you just have a look at E1, page 118. {E/7/118}  
 4 This is dated March 2007, so it's for the payroll  
 5 for February 2007.  
 6 A. This is where it says "E26" at the top?  
 7 Q. Yes, I think it says 03/2007. Do you see? In the top  
 8 left-hand corner?  
 9 A. Oh, yes.  
 10 Q. So that's for the payroll records for, in fact,  
 11 February. It's run in March, isn't it, at the end of  
 12 the month?  
 13 A. That's correct.  
 14 Q. And you will see that Ms Frondigoun's basic pay is £412  
 15 and she received a bonus of £83.03 for that month?  
 16 A. That's right.  
 17 Q. So there is nothing unusual in her receiving a bonus, is  
 18 there?  
 19 A. No.  
 20 Q. Can I just go back to one point you raised about the  
 21 changing -- could you pick up E5 at 1205. {E/297/1205}  
 22 That's an email from you to Mr McGonagle.  
 23 Mr McGonagle was in the Shared Venture department?  
 24 A. That's right.  
 25 Q. Yes. If you look at the final paragraph, it says there:

29

1 "Can you advise in regards to setting up a new bonus  
 2 structure, as discussed on Thursday."  
 3 A. Yes.  
 4 Q. So you were having a discussion about setting up a new  
 5 bonus structure; is that right?  
 6 A. That's correct, like I mentioned earlier.  
 7 Q. So it was open to you from October 2007; you were  
 8 a director of the company, you were in charge of the  
 9 company from that time on, weren't you, when the  
 10 suspension was lifted?  
 11 A. No. Like I said to you, I was given strict instructions  
 12 I was not allowed to change anything at the store, staff  
 13 salaries, bonuses, I wasn't allowed to. And  
 14 Mike McGonagle was coming in and he actually looked at  
 15 the bonus and he said, "This is really uncommercial,  
 16 this is shocking what it's doing to the profits of the  
 17 business", and I was totally in agreement, and he said  
 18 he would go away and speak to Legals about it and he  
 19 will come himself and speak to the staff regarding this  
 20 bonus because it's not commercially viable, and then he  
 21 backed off from doing that and, me being on a final  
 22 warning, I wasn't going to take any risks in doing  
 23 anything because I didn't want to lose my position and  
 24 I didn't want to lose my business. So, no, I couldn't  
 25 change it.

30

1 Q. And you didn't raise it with anybody?  
 2 A. I spoke to Mr McGonagle and I said -- I don't know  
 3 whether I sent him an email but I did speak to him and  
 4 he never came back to me and I was so nervous to change  
 5 it because of what I had experienced, the unfairness.  
 6 I felt I couldn't take the risk because I thought  
 7 I might be thrown out the business again.  
 8 Q. Okay. Can I go back to your witness statement, please.  
 9 Paragraph 17, in terms of what you say about this. And  
 10 in fact it's at page 5, over the page, final sentence:  
 11 {B/1/5}  
 12 "SOG awarded gratuitous increases in remuneration to  
 13 the staff to draw them into the conspiracy, as a result  
 14 of which the staff were induced to join in signing  
 15 a letter which falsely and dishonestly accused me of  
 16 bullying them."  
 17 A. Yes.  
 18 Q. And then going on to page 501.  
 19 A. What are we on?  
 20 Q. Paragraph 501, sorry. In fact, starting, I think,  
 21 perhaps, at 499, it starts. You refer to the June  
 22 letter and you say in 499 that the letter: {B/1/116}  
 23 "[The staff] took sides with Mr Singh and they  
 24 falsely accused me of giving preferential treatment to  
 25 'Jas and Fatima', of instigating grievances against

31

1 Mr Singh --"  
 2 A. Sorry, where are we now?  
 3 Q. 499. Paragraph 499.  
 4 A. Yes.  
 5 Q. You are saying that the letter, the June letter:  
 6 "... [they] falsely accused me of giving  
 7 preferential treatment to 'Jas and Fatima' ..."  
 8 A. That's right.  
 9 Q. "... instigating grievances against Mr Singh ..."  
 10 A. That's right.  
 11 Q. "... and intimidating and pressuring them and putting  
 12 them in fear."?  
 13 A. Absolutely.  
 14 Q. When you say "falsely", do you mean dishonestly?  
 15 A. I do believe, yes, it was dishonest.  
 16 Q. So, they said something that wasn't true and they knew  
 17 it wasn't true?  
 18 A. I believe so, yes.  
 19 Q. The six staff who put their name to the letter were Lucy  
 20 Hornby, Tracey Hilton, Stephen Hummell, Darshan Jhita,  
 21 Helen Tidmass and Ruth Wotton. Is that right?  
 22 A. That's correct.  
 23 Q. Lucy Hornby wasn't given a pay rise in 2007; she wasn't  
 24 in the store, was she?  
 25 A. No.

32

1 Q. In fact, only one of those six members of staff was  
2 given a pay rise, that was Darshan Jhita?  
3 A. That's right.  
4 Q. Mr Dyson makes that clear in his witness statement?  
5 A. Yes, five of the seven had left the store by then.  
6 Q. So, Ms Jhita -- you say of the six people who put their  
7 name to the letter, one of them had had a pay rise three  
8 years earlier?  
9 A. Yes.  
10 Q. And you say that as a result of that, she was induced to  
11 sign that letter. Is that right?  
12 A. It's not just that, it's also -- my reputation had been  
13 damaged with the staff. I had never had a grievance  
14 raised against me in eight and a half years of working  
15 there. Lucy Hornby left twice and she came back and  
16 asked for her job back before Mr Singh even joined.  
17 Never had a grievance against me and all of a sudden, in  
18 2007, there's emails between Mel McAlindon and Carol  
19 Slark, saying, "The staff are going to leave if  
20 Swarandeeep comes back". It's just damaging my  
21 reputation with the staff. When it came to 2010, they  
22 still have that in their heads. The damage is done with  
23 my reputation.  
24 Q. But at paragraph 17 of your statement you are saying  
25 that the pay rise in 2007 was gratuitous and that was an

1 inducement for her to make a dishonest allegation  
2 against you?  
3 A. I believe it was, yes. If you look at the whole thing  
4 together from 2007, when the problems began, right up  
5 until 2010, and you take all the things that have  
6 occurred which have caused damage to my reputation --  
7 false information given to the staff as regards to Jas  
8 and Fatima et cetera -- then you get a proper view. You  
9 can't just look at one instance on its own.  
10 Q. So we have looked at the pay rise in 2007. In  
11 paragraph 500, you also say at the end of that paragraph  
12 that: {B/1/116}  
13 "... I have no doubt that Specsavers had told these  
14 staff that I was not coming back and had offered them  
15 inducements to write this letter."  
16 A. Yes.  
17 Q. So we are now looking at the position not just in 2007;  
18 you are now looking at the position in 2010. Is that  
19 right?  
20 A. That's right.  
21 Q. And you say:  
22 "... Specsavers had told these staff that I was not  
23 coming back and had offered them inducements..."  
24 We have looked at the word "inducements" before?  
25 A. That's right.

1 Q. And you understand "inducements" to mean giving someone  
2 something of value to do something improper?  
3 A. I didn't say -- I mean, I'm sure I said regarding the  
4 inducements -- yes, given -- If my reputation had been  
5 damaged with these staff -- and it clearly was; even on  
6 2 June they would be giving wrong information about  
7 having Fatima back at the store, saying I want to  
8 re-employ her, even though SOG is the one who is said to  
9 re-employ her -- they were probably thinking, "Let's  
10 sign this, and then we will get rid of Swarandeeep". So  
11 that is an inducement.  
12 Q. You accepted, I think, the definition of inducement was  
13 either giving money or something of value to someone to  
14 do something improper?  
15 A. Well, it is something of value, isn't it?  
16 An inducement -- it could be -- inducements could be,  
17 "We will give you extra holidays"; inducements could be,  
18 "Well, she won't come back if you do this letter".  
19 Q. You say you have no doubt of this, so what inducements  
20 do you say that Specsavers offered the staff in 2010?  
21 A. I don't know because I wasn't there.  
22 Q. But you say you have no doubt of it, Ms Birdi?  
23 A. No, I have no doubt of it because in eight and a half  
24 years, I had long-term staff. I mean, other directors  
25 in the region wondered how we kept our staff. They just

1 didn't leave. And of those that left, like Ruth Wotton,  
2 Lucy Hornby, they came back. We had a fantastic team.  
3 People just didn't leave.  
4 As soon as Mr Singh came along, we had people who  
5 had been with us ten years leaving because of the way  
6 Mr Singh was dealing with them. I had four key staff  
7 leave. I had four grievances against him. Never had  
8 this issue in the store before, you know. So it is --  
9 it's not correct, this.  
10 Q. You haven't answered my question, Ms Birdi. I asked you  
11 what inducements do you say Specsavers offered the staff  
12 in 2010?  
13 A. I don't know. I believe one of them was that, "If you  
14 side with us, Ms Birdi won't be coming back".  
15 Q. And who on behalf of Specsavers do you say offered these  
16 inducements?  
17 A. I don't know but I do know Mel McAlindon's team was in  
18 the store at the time.  
19 Q. Ms Birdi, is it fair to say you don't actually have any  
20 evidence in support of this allegation?  
21 A. I think when you have things like this, it's very  
22 difficult to show evidence. I think what you have to do  
23 is look at the whole picture. When you -- like I said  
24 a moment ago, when you look from 2007, you look at the  
25 evidence, you look at the emails, you can actually see.

1 I was believing that these things were happening. I had  
 2 no proof and now I can see. For example, Mr McAlindon's  
 3 overcharging to depreciate the store value. I can see  
 4 these things are happening, but it's very difficult.  
 5 It's like, if somebody is being really bullied, if you  
 6 take one thing on its own it looks trivial, but if you  
 7 put the whole thing together, you can get a picture and  
 8 see what's happening.  
 9 Q. The Loss Prevention department was involved in the store  
 10 in 2007, wasn't it?  
 11 A. It was.  
 12 Q. Mr McAlindon ceased to have involvement in the  
 13 investigation after your complaint in April, didn't he?  
 14 A. No, he was behind the scenes. Again, I knew he was  
 15 behind the scenes and again, from disclosure we can see  
 16 he is behind the scenes. He's giving Neil Hamilton  
 17 everything. He's giving Mark Raines a disciplinary  
 18 package. He is fully involved.  
 19 In 2010, his team, who he is in charge of, is in the  
 20 store with the staff. So I have no doubt that  
 21 Mr McAlindon was involved behind the scenes at all.  
 22 I have no doubt.  
 23 Q. Ms Birdi, that's not right in relation to the position  
 24 in 2010, is it?  
 25 A. His team were in the store when I was suspended.

1 Q. The reality is --  
 2 A. This letter came up on the day Mr Singh had his  
 3 interview with David Clark. Daniel Laing, part of  
 4 Mr McAlindon's team, were in the store at that time.  
 5 Q. Only in relation to -- some emergency management cover  
 6 was provided in 2010, wasn't it?  
 7 A. Mr McAlindon was involved since 2007.  
 8 Q. It was Mr Dyson who determined, as we discussed, that it  
 9 was in the interests of the business to give some pay  
 10 rises and to approve this performance-related bonus  
 11 scheme, wasn't it?  
 12 A. After Mr McAlindon had got involved, realises from the  
 13 1 May -- and you can see the emails between Carol Slark  
 14 and Mr McAlindon and Derek Dyson. So Mr Dyson was  
 15 supporting Mr McAlindon. This is again modus operandi,  
 16 what they do in stores when they throw directors out.  
 17 Q. Yes, because in fact what happened was that the proposal  
 18 was passed on to Mr Dyson from Ms Slark and it was  
 19 Mr Dyson who approved it, correct?  
 20 A. Like I said, Mr Dyson is supporting what Mr McAlindon's  
 21 actions is and it's modus operandi.  
 22 Q. Could you answer my question. The proposal was passed  
 23 on to Mr Dyson and it was Mr Dyson who approved it;  
 24 correct?  
 25 A. That's what it said. I don't know whether it's correct.

1 Q. Do you have any reason to disbelieve his evidence on  
 2 that?  
 3 A. Well, yes, I do, because Mr McAlindon, it's his modus  
 4 operandi and Derek Dyson supports it.  
 5 Q. So Mr Dyson is lying in his witness statement?  
 6 A. Mr McAlindon -- Mr Dyson is supporting Mr McAlindon's  
 7 actions.  
 8 Q. Could you answer my question. Are you saying that  
 9 Mr Dyson is lying in his witness statement in that  
 10 regard?  
 11 A. No, he may have authorised it but it's to support  
 12 Mr McAlindon.  
 13 Q. So in fact, you accept that he may have authorised it?  
 14 A. He may have authorised it.  
 15 Q. What I suggest to you, Ms Birdi, is that Specsavers did  
 16 not, either in 2007 or in 2010, provide any improper  
 17 inducement to staff to say lies against you?  
 18 A. I don't accept that. If you look at my previous history  
 19 in the store, you can see that.  
 20 Q. Okay. Can we move on to another issue, the question of  
 21 salary for Mr Singh.  
 22 MR STUART: My Lord, just before we do that, could I just  
 23 ask that that document be put somewhere identifiable in  
 24 a bundle.  
 25 MR POTTS: I think we have got marked copies and we have

1 suggested that it might go behind -- at 4334-1, might be  
 2 a suitable place.  
 3 MR JUSTICE NUGEE: E15?  
 4 MR POTTS: Yes, in E15, and we have paginated copies. We  
 5 will provide those to my learned friend and to your  
 6 Lordship, if your Lordship doesn't have one.  
 7 MR JUSTICE NUGEE: That's where I put it. 4334-1?  
 8 MR POTTS: Yes.  
 9 MR JUSTICE NUGEE: Thank you. It's just you didn't put  
 10 a number on Mr Stuart's copy.  
 11 MR STUART: I have just been handed one, my Lord.  
 12 MR POTTS: It was provided this morning.  
 13 MR JUSTICE NUGEE: Thank you.  
 14 MR POTTS: Could I ask you to look at volume A, please.  
 15 MR JUSTICE NUGEE: Before we move away from bonuses,  
 16 Mr Potts, I'm not going to hear from Ms Slark, am I?  
 17 MR POTTS: No, my Lord, no. You are from Mr Dyson.  
 18 MR JUSTICE NUGEE: And from Mr McAlindon?  
 19 MR POTTS: And from Mr McAlindon.  
 20 MR JUSTICE NUGEE: Yes, okay. Thank you.  
 21 MR POTTS: Could you turn up volume A -- sorry, tab A,  
 22 tab 5, page 36. Perhaps at 35. {A/5/35}  
 23 This is to set the context that your pleaded case in  
 24 relation to Mr Singh's salary was that it was £12,000  
 25 per annum in excess of the salary that Mr Patel had been

1 receiving, and you say at paragraph 36 at the top of  
 2 page 36 that it was not justified:  
 3 "[It was] in excess of what the new post reasonably  
 4 demanded. [It] ... was not justified on any genuine  
 5 business ground. Instead it was motivated by malice  
 6 and/or the first respondent's desire to remove the  
 7 petitioner from business by making the working  
 8 conditions ... increasingly difficult."  
 9 That's right, isn't it? That's your position?  
 10 A. That's correct, yes.  
 11 Q. Could you turn on to the reply at page 98. {A/7/98} In  
 12 fact, starting at the bottom of 97. {A/7/97} This is in  
 13 response to the allegation that this was a business  
 14 decision and it says:  
 15 "It is denied that the salary was offered by  
 16 the third respondent or that it was necessary. It is  
 17 averred that the salary figure was an unnecessary  
 18 inducement ..."  
 19 We have that word again:  
 20 "... offered to the second respondent by the first  
 21 respondent in order to persuade [Mr Singh] to leave the  
 22 Grays store which he was running ... to serve the first  
 23 respondent's purposes of driving the petitioner out of  
 24 the business."  
 25 And then at the bottom of the page at 63, {A/7/98}

41

1 again there is a reference to it being:  
 2 "... an unnecessary inducement ... to serve the  
 3 first respondent's purpose of driving the petitioner out  
 4 of the business."  
 5 So you understand by "inducement" that this was an  
 6 improper payment to persuade him to do something  
 7 improper. Is that right?  
 8 A. Yes, it was an inducement to bring him on board, yes.  
 9 Q. Yes, and that Specsavers was paying him so that he would  
 10 help drive you out of the business?  
 11 A. It was one of the inducements, yes.  
 12 Q. And your position is that Mr Singh understood that he  
 13 was being recruited to drive you out of the business?  
 14 A. Absolutely, and it's shown by emails: Make sure Mr Singh  
 15 does not go native with Swarandeeep.  
 16 Q. Yes. And you allege that Mr Singh was recruited to  
 17 Specsavers' cause in 2008. Is that right? Right at the  
 18 outset?  
 19 A. Yes.  
 20 Q. You can put away volume A and if we just look at what  
 21 you say in your witness statement. At paragraph 11 you  
 22 say that: {B/1/3}  
 23 "Specsavers then escalated the bullying and  
 24 harassment by conspiring with Mr Singh to subject me to  
 25 an intense and sustained course of bullying and

42

1 harassment with a view to driving me out of the  
 2 business."  
 3 A. That's correct.  
 4 Q. You are saying that was agreed at the outset?  
 5 A. Yes.  
 6 Q. And then paragraph 14, you refer to inducements. You  
 7 say the pay rise is one of the inducements? {B/1/4}  
 8 A. That's right.  
 9 Q. And then you say there is a reference to the shares, the  
 10 share value as well, which we have discussed already?  
 11 A. That's right.  
 12 Q. And you say:  
 13 "Specsavers unilaterally awarded to Mr Singh  
 14 a substantial pay rise over and above what Mr Patel had  
 15 been receiving in the same post."  
 16 A. That's right.  
 17 Q. Okay. So, what you are saying is that Specsavers wanted  
 18 Mr Singh to bully and harass you to drive you out of the  
 19 business?  
 20 A. That's correct.  
 21 Q. That Mr Singh agreed to bully and harass you, to do  
 22 that, to drive you out of the business?  
 23 A. To drive me out of the business.  
 24 Q. Yes, and that he was induced to do that by an agreement  
 25 to pay him an artificially-inflated salary?

43

1 A. That was one of several inducements.  
 2 Q. And the salary was an inducement?  
 3 A. It was one of them, yes.  
 4 Q. So he was being paid an inflated salary to do something  
 5 improper?  
 6 A. Yes.  
 7 Q. You received a final written warning under the  
 8 disciplinary procedure on 3 October 2007. Is that  
 9 right?  
 10 A. That's correct.  
 11 Q. And your appeal was not disposed of until 12 December;  
 12 is that right?  
 13 A. That's correct.  
 14 Q. Could we have a look, please, at E5. You can put away  
 15 E1 and E15.  
 16 Could you turn up page 1188, please?  
 17 A. What of?  
 18 Q. Of E5, I'm sorry?  
 19 A. Sorry, what page?  
 20 Q. 1188. Do you have that? It's a three-page letter from  
 21 Ms del Grazia, Director of Legal?  
 22 A. That's correct.  
 23 Q. She confirms, if you see it towards the bottom of the  
 24 page -- she says: {E/288.1/1188}  
 25 "... we are actively seeking a second joint venture

44

1 partner for the Dartford store to whom we will, in due  
2 course, transfer the 'A' shares we currently hold. The  
3 Business Transfer team will keep you informed as that  
4 process progresses. You should be aware, however, that  
5 the selection of a new partner is ultimately a matter  
6 for SOG."

7 Do you see that?

8 A. I do.

9 Q. She is also answering a number of other issues that you  
10 have raised as well in the letter. Do you see that?

11 And indeed at page 1190 she says at the bottom of  
12 that -- she concludes the letter saying: {E/288.1/1190}

13 "We do hope that we can now draw a line under the  
14 difficulties experienced by all parties during the last  
15 12 months. SOG, for its part, is looking to the future  
16 to stabilise and renew the partnership in Dartford. We  
17 sincerely hope that your commitment to the business and  
18 the introduction of a new partner will result in  
19 a successful turn-around for the Dartford store."

20 Do you see that?

21 A. I do see that, yes.

22 Q. Are you saying that she didn't mean what she said there?

23 A. Yes, I am saying that.

24 Q. Are you saying she is lying?

25 A. I'm saying she wasn't being genuine.

1 Q. Are you saying that she was a party to the conspiracy at  
2 this point to get rid of you?

3 A. She was following orders, I believe.

4 Q. You are saying that she knew that there was a plan to  
5 get rid of you; is that right?

6 A. I believe so, yes.

7 Q. And who had recruited her to that plan, do you say?

8 A. I think it was Mr McAlindon, Derek Dyson. It all stems  
9 back to the 2007 issue, where they feared that I was  
10 going to whistle-blow on what had happened with  
11 Mr Patel. So they had to get rid of me one way or  
12 another. It stemmed from 2007 and I haven't been let go  
13 since.

14 Q. When do you say that she was recruited to this  
15 conspiracy?

16 A. Well, she has been sending me letters since my -- since  
17 2007. I don't know when I first got my letter from her  
18 but since 2007 it has been ongoing to get me out of the  
19 business. The first attempt didn't work, so we are on  
20 my second attempt now.

21 Q. Are you saying that she had joined this conspiracy in  
22 2007?

23 A. She was aware what was happening in the business, that's  
24 what I'm saying. She was aware that the intention was  
25 to protect Specsavers, and to protect Mr McAlindon's

1 source of income they had to do what they had to do. It  
2 wasn't in the best interests of the business and it was  
3 malicious towards me to get rid of me.

4 Q. So you are saying from 2007 she had a malicious intent  
5 to get rid of you; is that right?

6 A. She was following orders of the malicious attempt to get  
7 rid of me, yes.

8 Q. Are you saying she was aware of that intent to get rid  
9 of you?

10 A. I would say that she was following orders.

11 Q. Whose orders?

12 A. Derek Dyson and Mr McAlindon.

13 Q. She is the Director of Legal, isn't she? She doesn't  
14 report to Mr McAlindon, does she?

15 A. I don't know. They are all working together. They know  
16 that I was going to put Specsavers at risk if I exposed  
17 what they did with Mr Patel.

18 Q. You didn't write back to her at the time, objecting to  
19 her stated position, did you, immediately?

20 A. I can't remember.

21 Q. Okay. In fact, you had a meeting with Mr Singh on  
22 18 March, an introductory meeting. Is that right?

23 A. Something around that, yes.

24 Q. If you have a look at E5/1228. {E/314.1/1228} You see  
25 there is an email from Mr Singh to you on March 20th?

1 A. That's right.

2 Q. And he is referring to "our meeting yesterday", on the  
3 18th?

4 A. That's correct.

5 Q. He is expressing his thoughts about the business, which  
6 he expressed at the meeting to you; correct?

7 A. Yes, I guess, yes.

8 Q. And then 1241 {E/323/1241} is a letter from  
9 Ms del Grazia, who is the Director of Legal. In fact,  
10 she doesn't report to Mr Dyson either, does she,  
11 Ms del Grazia?

12 A. I don't know what the structure is in SOG in regards to  
13 that.

14 Q. She writes to you on 1 April and she refers to the  
15 shareholders' agreement clause 15 in the third  
16 paragraph, about the rights in terms of transfers. Do  
17 you see that?

18 A. I do.

19 Q. And then she refers at the bottom of the page to his  
20 experience in the role as retail director at the Grays  
21 store for a number of years?

22 A. That's correct.

23 Q. Do you see that?

24 A. I do.

25 Q. And then over the page, she refers to the success and

1 experience that he had and Specsavers' belief that he  
 2 is: {E/323/1242}  
 3 "... excellently placed to take the Dartford  
 4 business forward in the future."  
 5 A. Where is that, sorry?  
 6 Q. At the top of the page.  
 7 A. Yes.  
 8 Q. Are you saying she is not being truthful when she says  
 9 that?  
 10 A. I am, yes.  
 11 Q. Okay. And then in the following paragraph she says  
 12 that:  
 13 "Prospective ... partners are approved by  
 14 our Professional Recruitment Department who, over the  
 15 years, have built up extensive knowledge of the  
 16 competencies required to make a successful ...  
 17 director."  
 18 Do you see that?  
 19 A. I do.  
 20 Q. You are aware that there was a recruitment department  
 21 which vetted applications?  
 22 A. I believe so, yes.  
 23 Q. And that Mr Singh was approved as an applicant?  
 24 A. That's what it says there, yes.  
 25 My point is, Mr Singh had been chasing the Dartford

1 store since January 2007, when his sister-in-law was  
 2 refused and he wasn't told, "Hold on, we are dealing  
 3 with something in Dartford"; he was told, "No, the  
 4 shares weren't up for sale". And SOG specifically said  
 5 in emails that, "Oh, Grays," where Mr Singh was, "are  
 6 always proposing options so let's stick to the fact that  
 7 it has to be a DO director that comes into the store".  
 8 Mr Singh wasn't a DO director, he wasn't a retailer.  
 9 He wasn't being offered the shares at all. He was being  
 10 told as late at October 2007 that they were not  
 11 available.  
 12 Q. You are saying he wasn't a retailer. He was the retail  
 13 director at Grays, wasn't he?  
 14 A. He was -- sorry, I don't know what I said. I made  
 15 a mistake there. What I'm saying is he wasn't  
 16 a dispensing optician director.  
 17 Q. But he was a retailer?  
 18 A. He was a retailer at Grays, but at Grays he was also  
 19 taken on the ophthalmic job as well. He was testing  
 20 there as well.  
 21 Q. An OO has a DO qualification as well, doesn't he; is  
 22 that right?  
 23 A. No, he doesn't have a DO qualification. He can, if he  
 24 has got the experience -- or she can -- do dispensing  
 25 duties, yes.

1 Q. In that paragraph at the end --  
 2 A. Which paragraph?  
 3 Q. 1242, the second paragraph on the page?  
 4 A. Yes.  
 5 Q. It says: {E/323/1242}  
 6 "In the case of Dartford, we considered a number of  
 7 options and Mr Singh stood out as far and away the best  
 8 qualified person for the Dartford opportunity."  
 9 Can I suggest to you that that's a genuine business  
 10 decision by Specsavers?  
 11 A. I don't believe it is so, because from the beginning,  
 12 like I have said, when he was asking for the shares, he  
 13 was repeatedly told they were not available, even up  
 14 to October 2007. And there were many other directors  
 15 available and Derek Dyson in June 2007 actually knew  
 16 Mr Singh was chasing them, but he didn't want him and he  
 17 said, "Let's look for a commercial DO".  
 18 And also, my point is here I wasn't asking for  
 19 anything special; I was asking to be treated as other  
 20 directors are treated. Specsavers are fully aware of  
 21 the need to have two directors working in a business who  
 22 get on.  
 23 Q. And she says at the end: {E/323/1242}  
 24 "To this end, I trust you will continue the positive  
 25 dialogue with Michael McGonagle and Mr Singh regarding

1 the latter's introduction to the store."  
 2 You were meeting with Mr McGonagle, who was seeking  
 3 to arrange to deal with the smooth transition to  
 4 Mr Singh's introduction. Isn't that right?  
 5 A. Yes, I was being told that Mr Singh was coming on board.  
 6 I wasn't given any choice, like other directors, like  
 7 Ashford and Orpington, where they were giving choice,  
 8 giving a range of people, they met them and decided who  
 9 they wanted, which is in the best interests of the  
 10 business.  
 11 Q. You met with Mr Singh, didn't you?  
 12 A. I met with Mr Singh and on our first meeting, he was  
 13 already telling me, "You will be testing -- your clinics  
 14 will be five days a week". So even before he has even  
 15 joined the store he is actually saying, "This is going  
 16 to be your role", and I was telling him that, you know,  
 17 my testing will depend on the needs of the business, but  
 18 further on we can see that his intention was to make me  
 19 test that many days.  
 20 Q. And Mr McGonagle was liaising with you about the  
 21 introduction of Mr Singh as well, wasn't he?  
 22 A. He was talking -- he wasn't asking me, he was telling me  
 23 that Mr Singh is coming in. I wasn't given a choice,  
 24 but, yes, he was liaising.  
 25 Q. My Lord, I don't know if that might be a convenient

1 break?  
 2 MR JUSTICE NUGEE: Yes. Five minutes.  
 3 (11.40 am)  
 4 (Short break)  
 5 (11.47 am)  
 6 MR POTTS: Ms Birdi, could we turn on, please, to page 1301.  
 7 {E/350/1301} Ms del Grazia wrote to you dealing with the  
 8 formalities for an appointment to the board. Do you see  
 9 that? She pointed out that it can be achieved either by  
 10 a directors' written resolution or a board meeting, and  
 11 you can see in the middle of the page, Specsavers was  
 12 happy to adopt either method?  
 13 A. Yes, this is after I called for a board meeting.  
 14 Q. If we go back to 1294, I think, you are there -- is that  
 15 your letter? {E/344/1294}  
 16 A. I think so.  
 17 Q. And you see in the middle of the page:  
 18 "I suggest you convene the appropriate meeting..."  
 19 A. Yes.  
 20 Q. You are quoting the shareholders' agreement in that  
 21 letter?  
 22 A. Yes. My solicitors did this one.  
 23 Q. Oh, right, you had legal advice at the time?  
 24 A. I did, yes.  
 25 Q. And you were aware that under the terms of the

1 shareholders' agreement, you didn't have a right of veto  
 2 over whom Specsavers sold their A shares to?  
 3 A. I don't think I did.  
 4 Q. So you weren't aware of it or you ...?  
 5 A. Are you asking me -- I think you asked me this question  
 6 last week and I don't think I am -- I'm not quite  
 7 sure -- and I have asked my solicitors about that.  
 8 Q. I don't want to intrude on what legal advice you took,  
 9 but you had solicitors at the time?  
 10 A. Yes. You asked me that last week and, to be honest with  
 11 you, when I think about it, I don't know.  
 12 Q. Okay. So in response to that, 1301, she points out that  
 13 they are happy to adopt either method.  
 14 A. Okay.  
 15 Q. And she makes the point that you were suspended as an  
 16 employee from your duties during the period of your  
 17 suspension and also that you were incapacitated through  
 18 illness?  
 19 A. That's correct, because I was querying all these  
 20 expenses going through the business and I wanted a  
 21 response to it. How could it happen? Because I wasn't  
 22 suspended from my directorial duties.  
 23 Q. And 1348? {E/359.1/1348}  
 24 MR JUSTICE NUGEE: Can I just ask, Mr Potts: is it your  
 25 client's case that during her suspension, she was

1 suspended from her duties as director, as well as her  
 2 position as an employee?  
 3 MR POTTS: The position is, we held A shares, Specsavers  
 4 held A shares, so Specsavers was an A director during  
 5 that period.  
 6 MR JUSTICE NUGEE: Yes.  
 7 MR POTTS: And that Ms Birdi was suspended from executive --  
 8 as an employee.  
 9 MR JUSTICE NUGEE: As an employee, yes.  
 10 MR POTTS: Yes, and that would deal with matters of  
 11 executive function, including day-to-day operations of  
 12 the store.  
 13 MR JUSTICE NUGEE: So, the provision in the shareholders'  
 14 agreement for day-to-day management being delegated to  
 15 the A directors during her suspension as employee, your  
 16 position is that that effectively excluded her from  
 17 taking part in management decisions during the period of  
 18 suspension, qua director?  
 19 MR POTTS: Qua director/executive because day-to-day matters  
 20 would fall within the executive role of the director.  
 21 So, yes, we were the only A director during that period.  
 22 Ms Birdi, if we could turn on to 1348 {E/359.1/1348}  
 23 This is you writing a few weeks later response to that.  
 24 Can I ask: it took you about three weeks to respond to  
 25 that letter. Can I ask why it took so long? You see

1 you are responding to a letter of 30 April. Do you see  
 2 that?  
 3 A. Yes, this is your disclosure. It hasn't even got my  
 4 signature on.  
 5 Q. Are you saying you didn't send this letter?  
 6 A. No, let me read it. I don't recognise the formatting  
 7 and the signature, but I would have sent a letter.  
 8 Q. If it assists, if you go back to the previous page -- or  
 9 in fact two back, 1346 -- no, hang on.  
 10 A. So that's why, because it was sent by email then.  
 11 Q. Yes, if you look at the top of the page, 1346, do you  
 12 see there it's to Cristina from you and then there is  
 13 a document attached? {E/359/1346}  
 14 A. Okay.  
 15 Q. So this is a document you sent by email on 23 May?  
 16 A. Right, okay.  
 17 Q. Okay? So my question is, I'm just wondering, is there  
 18 any particular reason why it took you three weeks to  
 19 respond to her letter, that you can remember?  
 20 A. No. I don't know if there is anything in between.  
 21 I don't know.  
 22 Q. What you are saying in the penultimate paragraph, by the  
 23 second punch: {E/359.1/1348}  
 24 "I was not consulted in any way about the proposed  
 25 sale..."

1 At 1348, I'm sorry?  
 2 A. Sorry.  
 3 Q. 1348?  
 4 A. Okay, yes.  
 5 Q. And then the penultimate paragraph:  
 6 "I was not consulted ..."  
 7 A. Yes.  
 8 Q. You are making that assertion and you say:  
 9 "... I would have wished to share with Specsavers  
 10 the information which I have which renders the proposed  
 11 sale and proposed appointment entirely inappropriate as  
 12 far as I'm concerned..."  
 13 A. Yes.  
 14 Q. Ms del Grazia responds at 1350 on 30 May.  
 15 A. Okay.  
 16 Q. She deals at the first three or four paragraphs with the  
 17 provisions of the shareholders' agreement and then she  
 18 says at the penultimate paragraph on the page:  
 19 {E/360/1350}  
 20 "As explained previously, we are quite happy to hold  
 21 any necessary meetings in order to formalise [it] ...  
 22 and I therefore enclose a notice and agenda for a board  
 23 meeting..."  
 24 Do you see that?  
 25 A. I do, yes.

57

1 Q. And then going on over the page, at 1351, in relation to  
 2 the allegation which we have just looked at, you state  
 3 that you were not consulted on the appointment. She  
 4 says: {E/360/1351}  
 5 "I am, quite frankly, astonished that you should  
 6 make such a comment. There has been written  
 7 correspondence between us on the subject ... and  
 8 numerous meetings have been held between you and  
 9 Michael McGonagle over the last few weeks; Michael even  
 10 facilitated a meeting between you and Mr Singh himself  
 11 in March of this year. During this time you have never  
 12 raised any concerns about his suitability as a joint  
 13 venture partner."  
 14 That's all true, isn't it?  
 15 A. I wasn't consulted, no, I was told, like I said earlier.  
 16 I wasn't consulted. Like I said, all I wanted was  
 17 normal processes. Specsavers are fully aware of how  
 18 important it is for the A directors to get on in store.  
 19 They are fully aware of it. At Ashford, when the lady  
 20 had a new director, she was introduced to a number of  
 21 people and she made the final choice. In Orpington the  
 22 same thing happened, and here, I was just told, "He is  
 23 joining". That's it. I wasn't told what his salary  
 24 package was, nothing.  
 25 Q. We will come on to his salary in a moment, but the

58

1 position is that you had had numerous meetings between  
 2 you and Mr McGonagle about the proposed appointment,  
 3 hadn't you, and you had met Mr Singh?  
 4 A. I had met Mr Singh, yes.  
 5 Q. And in fact, she says:  
 6 "During this time you have never raised any concerns  
 7 about his suitability as a joint venture partner."  
 8 That's true, as well, isn't it?  
 9 A. That is true, because I hadn't had that information from  
 10 his previous employers at that time.  
 11 Q. So she then says if you have any information, "Please  
 12 share it with us", effectively?  
 13 A. That's true, yes. And, likewise, I asked Specsavers to  
 14 share with me information in regards to an investigation  
 15 that was in the Grays store when Mr Singh owned it with  
 16 his brother, when his brother had to resign and they  
 17 didn't share it with me, although I shared my  
 18 information.  
 19 Q. Let's move on to that, shall we? E5, you can put away.  
 20 Yes. If you could take E6, please. So she had written  
 21 to you on 30 May and then at 1379 you waited until  
 22 11 June to reply?  
 23 A. Yes, that's 11 days.  
 24 Q. Yes?  
 25 A. I don't know why you are pointing out these days because

59

1 Cristina del Grazia took seven days to reply to mine.  
 2 Q. Yes. The early parts of the email -- you have been  
 3 trying to get your solicitors to come along to board  
 4 meetings. Is that right? You see that in the third  
 5 paragraph down in the middle of the page?  
 6 A. Okay.  
 7 Q. "... disappointed that you have refused for me to be  
 8 assisted at the meeting by my legal adviser."  
 9 {E/367.1/1379}  
 10 A. Yes.  
 11 Q. She had made the point that having solicitors at board  
 12 meetings wasn't conducive to conducting business. Do  
 13 you remember that?  
 14 A. Okay, yes. This was my first experience of a board  
 15 meeting.  
 16 Q. You had been asking for one, hadn't you?  
 17 A. Yes, I had, yes.  
 18 Q. And then towards the bottom of the page, you said that  
 19 you were going to report your concerns about Mr Singh,  
 20 which you asked should remain confidential. Do you see  
 21 that towards the bottom of the page, penultimate  
 22 paragraph?  
 23 A. Yes.  
 24 Q. And then over the page, you referred to two points --  
 25 I'm sorry, I should say -- yes, two points. You

60



1 referred to the fact that in relation to the Maidstone  
 2 store: {E/367.1/1380}  
 3 "... [Mr] Singh some time ago worked at the  
 4 Maidstone store as an employed optician. He resigned  
 5 from the position and worked out a period of notice."  
 6 You say:  
 7 "Whilst working out his notice Kamaljit Singh took  
 8 sick leave. However while he was supposed to be ill he  
 9 worked at the Chatham Store as a locum."  
 10 A. That's correct.  
 11 Q. That was the first point you raised. And then the  
 12 second point you raise was an investigation that you  
 13 referred to at the Grays store?  
 14 A. That's correct.  
 15 Q. When it was under the directorship of Mr Singh and his  
 16 brother?  
 17 A. That's correct.  
 18 Q. And you say you don't know what the outcome of the  
 19 investigation was?  
 20 A. That's correct.  
 21 Q. Now, Mr Dyson's evidence is that Specsavers considered  
 22 each of your objections. Do you accept his evidence in  
 23 that regard?  
 24 A. He may have considered it but he didn't consider it  
 25 honestly. There has been no disclosures of any

61

1 investigations they've done to have a look at this, this  
 2 real concern I had, because my previous co-director was  
 3 a thief.  
 4 Q. Sorry, on the transcript that hasn't quite come across.  
 5 You said he may have considered it but he didn't  
 6 consider it ...?  
 7 A. He may have considered it but he didn't consider it  
 8 honestly and in the best interests of the business and  
 9 in considering my position as well. I mean, the only  
 10 comment was made: it happened six years ago.  
 11 Q. Let's --  
 12 A. So Mr Patel, he was a thief, so six years on, would  
 13 Specsavers re-employ him as a director? And to say he  
 14 was an employee at the time when this happened at  
 15 Maidstone doesn't make it right.  
 16 Q. Would it help to have a look at the response. If we  
 17 turn on to 1413, that's the response to your letter of  
 18 11 June. It's her response to the 17th. Do you see  
 19 that?  
 20 A. I do.  
 21 Q. And she makes the point in the first significant  
 22 paragraph that the holding of the shares was always  
 23 intended to be a temporary measure?  
 24 A. Where are we, please?  
 25 Q. Sorry, second paragraph down: {E/373/1413}

62

1 "Whilst it's not usual ..."  
 2 Do you see that? Page 1413?  
 3 A. Yes.  
 4 Q. In the middle of the page:  
 5 "Whilst it is not usual ..."  
 6 A. Oh, yes.  
 7 Q. Yes. She points out that:  
 8 "... the circumstances surrounding Mr Patel's  
 9 departure were not usual..."  
 10 And she says the holding:  
 11 "... of the A shares was only ever intended to be  
 12 a temporary measure until the new partner was identified  
 13 to whom the A shares would be transferred in order to  
 14 restore the store to the business model envisaged for  
 15 joint ventures."  
 16 Do you see that?  
 17 A. I do and that's not true, as we can see from emails. It  
 18 was intended to make it a shared venture and push me  
 19 out.  
 20 Q. So you are saying she is lying there?  
 21 A. What -- that is factually not correct and we can see  
 22 that from the emails.  
 23 Q. Are you saying she knew that to be factually incorrect?  
 24 A. Yes, I do.  
 25 Q. And she --

63

1 A. And you can actually see, because Neil Lunn, who is the  
 2 shared venture chap, he wanted to make it into a group  
 3 venture and then shared venture, exiting me out of the  
 4 store -- and on 2 January 2008, he is actually telling  
 5 John Perkins, "Swarandeeep is not suitable, get rid of  
 6 her", in other words, and that's when -- I'm sure they  
 7 all knew what was happening. And then sort of 20 days  
 8 later I get this --  
 9 Q. Okay, so, "They all knew what was happening". Who is  
 10 "they all"?  
 11 A. Mr McAlindon, Derek Dyson, obviously -- the legal team  
 12 had to protect Specsavers if I was, you know, so they  
 13 were working together. Neil Lunn wanted me out of the  
 14 business and he pointed that out to Mr Perkins. That  
 15 was on 2 January and that was after I was raising all  
 16 these objections about I wanted a partner in the store.  
 17 Q. So all of those people --  
 18 A. All the monies, I want them recouped, I want  
 19 an explanation for them.  
 20 Q. So all those people are party to a dishonest conspiracy  
 21 to get rid of you at that time?  
 22 A. Yes.  
 23 Q. Okay. Going back to the letter, 17 June 2008,  
 24 {E/373/1413} she says in that paragraph we have just  
 25 been looking at:

64

1 "There is nothing in the shareholders' agreement to  
 2 prevent SOG from holding A shares. The only criteria is  
 3 that the holder of A shares must be approved by  
 4 Specsavers."  
 5 That's right, isn't it?  
 6 A. That's right but, like I have said, that's not the norm  
 7 within Specsavers. The existing director, they have  
 8 been there a long time, it's very important that the  
 9 directors get on, work together in the best interests of  
 10 the business, and they knew that but they didn't bother  
 11 with that.  
 12 Q. We will come on to that. At 1413 at the bottom of the  
 13 page, she points out in relation to what happens at  
 14 a board meeting and said that: {E/373/1413}  
 15 "As a director ... you should be attending as  
 16 a member of board in the spirit of cooperation with your  
 17 fellow directors and with a mind to discussing the  
 18 agenda items ... We see no benefit of having your  
 19 personal legal advisers ... "  
 20 Do you see that?  
 21 A. I do, yes.  
 22 Q. Do you accept that that was a legitimate point of view  
 23 to take?  
 24 A. Yes.  
 25 Q. And then over the page, and she points out at the top of

1 the page there: {E/373/1414}  
 2 "Specsavers isn't being aggressive or unreasonable."  
 3 And expresses the view that:  
 4 "It appears to be you that appears to be seeking to  
 5 obstruct and frustrate the legitimate process of  
 6 appointing a new joint venture partner."  
 7 A. Okay.  
 8 Q. Do you think that's a legitimate view for her to hold,  
 9 even if you don't agree with it?  
 10 A. I don't agree with it and I don't think -- no, it's not  
 11 legitimate because I had very serious concerns about my  
 12 new director, especially when I was told that what your  
 13 new director does, you are responsible for it as well.  
 14 So, obviously, I was doing due diligence. I was looking  
 15 after the best interests of the business. So I think  
 16 that it's unfair for her to make that comment.  
 17 Q. She points out that:  
 18 "Ultimately, it [was] for [Specsavers] to decide who  
 19 was a suitable individual [to] whom it should enter into  
 20 a business partnership, as expressed in the shareholders  
 21 agreement."  
 22 A. The same thing applies. I wasn't asking for anything  
 23 special. I was asking to be treated like other  
 24 directors and what was in the best interests of the  
 25 business.

1 Q. The shares that Specsavers held belonged to  
 2 Specsavers, didn't they?  
 3 A. I guess they did, yes.  
 4 Q. Are you say that they weren't entitled to sell their  
 5 shares to somebody that they chose?  
 6 A. I'm saying they needed to look after the best interests  
 7 of the business and they needed -- they should have  
 8 followed what is normal practice within Specsavers.  
 9 They didn't look after the best interests of the  
 10 business.  
 11 Q. Ms Birdi, I don't accept, just making it clear, that  
 12 what you say was normal practice. I accept that the  
 13 position -- we say the position is as set out in this  
 14 letter?  
 15 A. I think that -- I think anybody can reasonably assume  
 16 that if there is an existing director, it's very  
 17 important that the new director coming in works well.  
 18 Q. And indeed the position was, as she has pointed out to  
 19 you, that in fact there had been numerous meetings with  
 20 the business -- with Mr McGonagle and you had also met  
 21 with Mr Singh with a view to that transfer taking place?  
 22 A. Like I said, I was told, I wasn't asked.  
 23 Q. She also expressed a concern in relation to the tone of  
 24 your communications, which she said was unhelpful.  
 25 A. Okay.

1 Q. Do you agree?  
 2 A. I think, when you say that, if you consider me saying to  
 3 Specsavers, "Look, all this money that's come out of the  
 4 business, I want an explanation, I want to know how the  
 5 money stolen is going to go back into the store, I want  
 6 to know what these loss prevention costs are, which have  
 7 taken the business into a massive negative status," and  
 8 if you consider that being unhelpful -- and the words  
 9 she used -- what did she say? "Aggressive" or whatever.  
 10 Q. Yes, well, you were --  
 11 A. I think their stance is wrong --  
 12 Q. You were provided with information --  
 13 A. -- because they should be looking after the best  
 14 interests of the business and they are clearly not.  
 15 Q. We looked at two letters -- sorry, we referred to  
 16 Mr Clark writing to you twice in June and July 2008.  
 17 A. Sorry, say that again.  
 18 Q. We looked on Friday -- and I think you accepted -- that  
 19 Mr Clark in fact did write to you twice, in June  
 20 and July, providing you with information, didn't he?  
 21 A. He did, which was incorrect.  
 22 Q. But he did provide you with information --  
 23 A. Yes, he did.  
 24 Q. -- and he explained that the lion's share of the costs  
 25 related to temporary managements cover, didn't he?

1 A. Yes, he did, but the figures didn't match up and that's  
2 why I was pursuing it. But this -- that's why I was  
3 pursuing it.  
4 Q. And she confirmed the information you would provide to  
5 them would be treated in confidence?  
6 A. Yes.  
7 Q. Yes? Do you see that in the middle of the page? Then  
8 she gave in response in relation to the  
9 Maidstone/Chatham situation --  
10 A. That's correct.  
11 Q. -- in 2002. And she said that the arrangements would  
12 have been the remit of the partners and that if the  
13 partner -- directors chose to accept the situation, that  
14 was a matter for them and did not give Specsavers any  
15 undue concern.  
16 A. Well, I don't accept that. That's not in the best  
17 interests of the business.  
18 Q. So are you saying that it was -- it would not have been  
19 open to Specsavers to form that view?  
20 A. No, I think that they -- if they formed that view, they  
21 should have done some proper investigations, they should  
22 have reassured me more so, because it's all right for  
23 them to make those decisions but, when it comes down to  
24 it, as an A director I'm responsible, like I say, for my  
25 responsibilities and for my co-director's

1 responsibilities.  
2 So, yes, they can say that, that, "Oh, it happened  
3 six years ago and he was an employee at the time, not  
4 a director." But that -- like I say, if Mr Patel was  
5 a thief, would Specsavers make him a director now? It  
6 has been over seven years.  
7 Q. The point that's also made there was not the fact he was  
8 an employee, but it's also said that if both the  
9 directors of -- both Maidstone and Chatham directors  
10 chose to accept the situation, that was a matter for  
11 them and it did not give Specsavers undue concern?  
12 A. Well, Maidstone, his ex-employers, had said, well, he  
13 was leaving, so that was it. So they didn't pursue it.  
14 Q. Are you saying -- do you have any evidence that they did  
15 not conduct a proper investigation into your concerns?  
16 A. I haven't got any evidence to show that they did and  
17 nothing has been disclosed.  
18 Q. But you don't have any evidence to suggest that they  
19 didn't?  
20 A. I don't, and neither has any evidence been disclosed.  
21 Q. In relation to the Grays matter, she reported that there  
22 was no correlation between the circumstances and events  
23 in Grays and those in Dartford, and that -- she said  
24 that they are confident that Mr Singh was well placed to  
25 take on the new challenge and had much to contribute to

1 the business.  
2 Are you saying it wouldn't have been open to her to  
3 form that view?  
4 A. If that's the view she formed, that I -- I think -- she  
5 demanded information of me and I think they had a right  
6 to give me information, to make me feel more comfortable  
7 with the situation.  
8 Q. She said that -- over the page {E/373/1415} -- that  
9 there was a duty of disclosure:  
10 " ... where we have a concern about the credibility  
11 of a partner."  
12 And she said that they didn't have such concerns?  
13 A. No, they didn't have such concerns and later on we  
14 actually found out that Mr Grays (sic) is testing at the  
15 Grays store, where his wife is a director. So, you  
16 know, which is a total conflict of interest in my view.  
17 So there was a concern.  
18 Q. But this was Specsavers' decision to take, wasn't it?  
19 A. Like I have said to you, you have to look after the best  
20 interests of the business. That's all I was doing,  
21 looking after the best interests of the business.  
22 Follow the normal procedure you use with other directors  
23 because it's very important that the two directors get  
24 on. Don't put obstacles in the way. Be honest, be  
25 clear, about what you are doing.

1 Q. They were entitled to sell the shares to a person they  
2 considered would be a good JVP, weren't they?  
3 A. I guess they are, yes.  
4 Q. And the view she is expressing in this letter is that  
5 Specsavers considered that Mr Singh would make a good  
6 JVP?  
7 A. That's what she is saying, yes.  
8 Q. Are you saying that that wasn't a view honestly held by  
9 Specsavers?  
10 A. Well, I believe that he was put in, in a view of -- he  
11 was used as a conduit to change my working pattern and  
12 make my life difficult, so eventually they would get rid  
13 of me, and it all stems, like I say, from 2007.  
14 Q. I don't think you've answered my question quite.  
15 Perhaps can I go back to it?  
16 A. Yes.  
17 Q. Are you saying that this was a view which wasn't  
18 honestly held by Specsavers?  
19 A. Well, I can't say that he wasn't a good retailer, so I'm  
20 not going to say that, but the honesty aspect is the  
21 reason for putting him into the Dartford store.  
22 Q. So you accept that he was a good retailer?  
23 A. I accept that, yes. He helped me and my team build the  
24 business up.  
25 Q. But you are saying that Specsavers didn't honestly take

1 the view that he would be a good JVP for Dartford?  
 2 A. For Dartford, no, because their intention was not  
 3 correct.  
 4 Q. Just going back to one further allegation in your  
 5 witness statement at paragraph 304, {B/1/67} you say  
 6 that Specsavers:  
 7 " ... breached ... confidence by disclosing the  
 8 report I made to Mr Singh as part of their agenda for  
 9 him to bully and harass [you]."  
 10 Is that right?  
 11 A. That's correct.  
 12 Q. To whom do you say that the report was improperly  
 13 disclosed?  
 14 A. Sorry, say that again.  
 15 Q. You are making an allegation of breach of confidence,  
 16 aren't you, in 304?  
 17 A. I am, yes.  
 18 Q. To whom do you say that the report was improperly  
 19 disclosed?  
 20 A. It's a belief I had because of the way Mr Singh came  
 21 into the store. The way he was behaving, I believed he  
 22 knew.  
 23 Q. So you are saying that the report you had made was  
 24 disclosed to him?  
 25 A. That's what I'm saying, yes, that he found out that

1 that's -- that's what I believe.  
 2 Q. Do you have any evidence to support that allegation?  
 3 A. No, I don't, but I don't believe that a director coming  
 4 into the store where an existing director has been for  
 5 eight and a half years, and they have come in and said,  
 6 "You will test four days and I'll make sure it's in  
 7 force within the first week", I don't think that's --  
 8 that is the actions of someone who wants to -- who has  
 9 come in without an agenda or without some kind of  
 10 animosity.  
 11 Q. Who are you saying disclosed the report to him?  
 12 A. I don't know.  
 13 Q. So let's get clear: you don't have any evidence that it  
 14 was disclosed to him and you don't know who disclosed it  
 15 to him?  
 16 A. No. It's like I said, Mr Potts: what you have to do is  
 17 look at the whole picture, you can't look at one single  
 18 thing on its own. It's like if somebody is being  
 19 bullied, you can't look at one item and say, "You've got  
 20 no evidence." You have to look at the whole thing.  
 21 These things are very difficult to prove but some things  
 22 have been proved, like I believed Loss Prevention was  
 23 charging excessively to damage the business and me.  
 24 There is an email there to show that. You know? So  
 25 some things just cannot be proved but it's the actions

1 that show.  
 2 Q. Moving on to Mr Singh's salary, we have looked at the  
 3 pleaded case. You are saying that he was paid £12,000  
 4 more than Mr Patel and you are saying that that was in  
 5 excess of what the new post reasonably demanded;  
 6 correct? We have looked at that?  
 7 A. That's correct.  
 8 Q. And that this increased salary was motivated by malice  
 9 and a desire to remove you from the business?  
 10 A. It was one of the inducements to bring Mr Singh on  
 11 board, yes.  
 12 Q. Okay. Can we just have a look at E5, please, 1217.  
 13 {E/307/1217} This is the offer subject to contract from  
 14 the group business transfer department, Mr Ryan. Do you  
 15 see that?  
 16 A. I do.  
 17 Q. And you see, in fact at the bottom of the page at 1217?  
 18 A. I do.  
 19 Q. That in fact Specsavers initially proposed a salary of  
 20 £32,500?  
 21 A. That's correct.  
 22 Q. And then you can see some manuscript writing there.  
 23 That's Mr Singh's writing, isn't it?  
 24 A. It is, yes.  
 25 Q. In fact, what happened was Mr Singh sent back the offer

1 and replaced the salary with £42,000, not Specsavers?  
 2 A. That's correct.  
 3 Q. So the idea of a £42,000 salary had not come from  
 4 Specsavers but from Mr Singh?  
 5 A. If Specsavers didn't have an ulterior motive and if they  
 6 were looking after the best interests of the business,  
 7 they know that this is in line with what a retailer's  
 8 salary -- a retailer director gets £32,500, okay?  
 9 They wanted Mr Singh in there. It's very clear from  
 10 Mark Raines's emails, "Make sure he doesn't go native in  
 11 store". They had an agenda, the emails have proved it.  
 12 I always believed it, now the emails show that. There  
 13 was no reason to give him 42. There was no board  
 14 meeting.  
 15 Q. Just to be clear, Ms Birdi, you refer to lots of emails  
 16 to which you are not a party to those communications.  
 17 That email I think you are referring to, you weren't  
 18 a party to that email, were you, the one you have just  
 19 referred to?  
 20 A. Which one was that?  
 21 Q. I think I was something about "going native", for  
 22 example?  
 23 A. That's right.  
 24 Q. So this is your commentary on documents, just to be  
 25 clear?

1 A. Yes, I always believed it to be so, but, like I say,  
 2 it's very difficult to prove these things, but when you  
 3 look at everything in context, you can see.  
 4 Q. Mr Singh was appointed as a director at an EGM on  
 5 17 July 2008?  
 6 A. That's correct.  
 7 Q. Is that right? Could we just have a look at E6, please,  
 8 1456. {E/381/1456} You were sent a notice, an agenda  
 9 for the EGM. In fact there were two EGMs, both  
 10 companies. Do you see that?  
 11 A. I do.  
 12 Q. And you can see in the penultimate paragraph you were  
 13 also sent a copy of the proposed service contract?  
 14 A. It wasn't a proposed service contract.  
 15 Q. Well, you can see --  
 16 A. It was a contract.  
 17 Q. You can see that it says that:  
 18 "The document remains undated, and therefore  
 19 ineffective, until [his] appointment as a director has  
 20 been ... approved..."  
 21 A. Okay.  
 22 Q. So you accept it hasn't taken effect at that point?  
 23 A. Okay.  
 24 Q. And then 1488, this was your letter on 8 July?  
 25 {E/390/1488}

77

1 A. That's right.  
 2 Q. And you raised your objections to the salary level, the  
 3 £42,000?  
 4 A. That's correct.  
 5 Q. And you suggested that this was an inappropriate level?  
 6 A. I did and this information was withheld from me at the  
 7 board meeting by Cristina del Grazia, Derek Dyson and  
 8 Mrs Mary Perkins. I specifically --  
 9 Q. Sorry, which information?  
 10 A. I specifically asked what Mr Singh's salary would be and  
 11 I was told by Derek Dyson that would be the next step,  
 12 even though the board meetings are not reflective of  
 13 what was said.  
 14 I sent the amendments to Cristina del Grazia.  
 15 I mentioned it in my letter, I think on 16 July, in  
 16 here. {E/397/1503} This information was withheld from  
 17 me. If Specsavers were being honest and being clear and  
 18 transparent, they would have told me at the board  
 19 meeting, "Look, this was the salary we agreed", because  
 20 it was agreed in March with Mr Singh.  
 21 Q. You were provided with the draft contract, which  
 22 disclosed the proposed salary level of 26 June?  
 23 A. The day after the board meeting, when I had specifically  
 24 requested the information and Mr Singh's salary was set  
 25 in March 2008. There was no reason why my co-directors

78

1 withheld that information from me. There was no excuse  
 2 for it.  
 3 Q. You provided that information on 26 June?  
 4 A. That's correct.  
 5 Q. In advance of the EGM, where the decision to approve  
 6 that was taken?  
 7 A. That's correct.  
 8 Q. And you raised your objections to it at 1488. We have  
 9 looked at that letter? {E/390/1488}  
 10 A. Yes.  
 11 Q. And then 1496 is a response from Ms del Grazia?  
 12 {E/393/1496}  
 13 A. That's correct.  
 14 Q. If you look by the second hole punch, she responds to  
 15 your concerns and says that:  
 16 "The commercial reality ... is that it is necessary  
 17 to ensure that the desired candidate's salary  
 18 expectations are met (provided they are not  
 19 unreasonable) in order to secure the position. Mr Singh  
 20 has been working in the Grays store as a  
 21 dispenser/retailer for a number of years and gained  
 22 invaluable experience that he can now bring to the  
 23 Dartford business. Whilst at Grays, he commanded an  
 24 identical salary to the one that has been offered to him  
 25 for Dartford.

79

1 "He is joining the business as a fellow director, and  
 2 not a 'retail manager' ... It would not be realistic to  
 3 expect him to move for any less than he is collecting  
 4 now..."  
 5 A. Okay, as regards to that, I know Mr Singh was testing at  
 6 the Grays store, so he was performing the ophthalmic  
 7 role down there as well, which demands a higher salary.  
 8 Secondly, he was in partnership with his A director,  
 9 which was his wife. So if he had a high salary, it was  
 10 going into the same pot anyway. So just because he is  
 11 having that salary there doesn't mean it's  
 12 a commercially correct decision to put that into  
 13 Dartford.  
 14 Q. He was being paid £42,000 as retail director?  
 15 A. But he was performing testing at Grays. So he was  
 16 performing the ophthalmic job, which was -- that role is  
 17 a higher salary.  
 18 Q. His wife was the OO, wasn't she?  
 19 A. She was, but, like I said, Mr McGonagle had told me that  
 20 he was testing at the Grays store.  
 21 Q. Firstly, he had been working at the Grays store for  
 22 a number of years as dispenser and retailer and had  
 23 valuable experience to bring to the Dartford store.  
 24 Would you agree with that?  
 25 A. I would agree with that.

80

1 Q. And he had effectively the same salary at Grays as he  
 2 was offered at Dartford. Do you accept that?  
 3 A. If we look at the P45, it does appear to be that.  
 4 Whether this includes bonuses, I don't know, but it  
 5 doesn't mean it's correct.  
 6 Q. And she --  
 7 A. And Specsavers knew what the level of salary should be.  
 8 Q. And she says that Specsavers considered that his  
 9 expectations were reasonable?  
 10 A. I don't consider that his expectations were reasonable,  
 11 really. It was an inducement. And secondly, it's okay  
 12 for SOG to make these decisions because it's not coming  
 13 out of their money. The business was in a poor state  
 14 and to put an overhead of another £12,000 on the  
 15 business, I didn't feel was correct.  
 16 Q. You disagree with the decision. Are you saying it  
 17 wasn't open to Specsavers to form that decision even?  
 18 A. I believe the decision was made as an inducement to get  
 19 Mr Singh into the store. He didn't -- he was desperate  
 20 for those shares. We didn't need to give him a £42,000  
 21 salary.  
 22 Q. So you are saying that what Ms del Grazia is writing  
 23 here, about these salary levels being considered  
 24 reasonable for a person of his experience and expertise,  
 25 you are saying she didn't believe that?

1 A. I am saying that because the original offer was £32,500,  
 2 which is what is in line with retail directors.  
 3 Q. You are suggesting that she is lying in this letter; is  
 4 that right?  
 5 A. I'm suggesting that Specsavers know what the salary  
 6 levels are. This was an inducement to bring Mr Singh on  
 7 board, one of several, but he didn't need the  
 8 inducement; he was after the shares since January 2007.  
 9 Q. You haven't answered my question, Ms Birdi. Are you  
 10 saying that Ms del Grazia is lying about what she says  
 11 in this letter as to Specsavers' thought process?  
 12 A. Yes, because there was an ulterior motive behind it.  
 13 Q. I suggest to you that she was not and that she meant  
 14 what she wrote.  
 15 A. Like I said, Mr Potts, if you look -- you have to look  
 16 at the whole picture. You can't just look at one  
 17 letter.  
 18 Q. Mr Dyson's position was that he considered that the  
 19 proposed salary was a fair and competitive one, given  
 20 the financial circumstances of Dartford. You are aware  
 21 of his evidence on that, aren't you?  
 22 A. I am, but I don't -- the store was in a very poor  
 23 financial, because of Mel McAlindon's charging to the  
 24 store, and there were many directors who would have  
 25 joined the store. One example is Canterbury. He would

1 have joined the store, but to offer an inducement of  
 2 £42,000 to a retail director, when you originally  
 3 offered £32,500, doesn't make sense to me.  
 4 Q. Mr Dyson's position was he considered that the salary  
 5 was a fair and competitive one, given the financial  
 6 situation of Dartford. He thought that Mr Singh was  
 7 leaving a profitable store at a salary of the same level  
 8 and joining an underperforming store where there would  
 9 be no dividend or other benefits until performance was  
 10 improved.  
 11 You are aware of that evidence, aren't you?  
 12 A. Yes, but I don't agree with that because the store --  
 13 when I returned back into the store, the store started  
 14 picking up. There's emails to that effect: doing very  
 15 well. Like I said, we had our best week ever. The only  
 16 reason the store was in the state it was, was because of  
 17 Mr McAlindon's charges to the store, which was of the  
 18 intention to drive the share value down in view of  
 19 getting rid of me and getting my shares at a reduced  
 20 price. The store was a gold mine, as Mike Rowe said.  
 21 Q. Are you saying you disagree with him, or are you saying  
 22 he didn't hold that view?  
 23 A. No, he didn't hold that view. He knew that store was  
 24 a gold mine. He knew that the reason why the store was  
 25 in such a bad way was because of what they had done to

1 the business.  
 2 Q. Are you saying his evidence in that regard was a lie?  
 3 A. It is. It was an inducement for Mr Singh to come on  
 4 board.  
 5 Q. His evidence is he considered the £42,000 was within the  
 6 acceptable range of what Specsavers considered  
 7 appropriate for retail JVPs?  
 8 A. That's not true. When I joined with Mr Patel,  
 9 Specsavers said there is a differential between  
 10 a dispensing optician and an ophthalmic optician. So,  
 11 you set your salaries, but we are looking about sort of  
 12 £12,000 difference. So they know what the differences  
 13 are and to say that £42,000 for a retailer, I don't  
 14 believe that to be true.  
 15 Q. So when you say that's not true, you are saying that his  
 16 evidence that he considered it within an acceptable  
 17 range is a lie?  
 18 A. It was an inducement to bring Mr Singh on board, "Yes,  
 19 give him what he wants".  
 20 Q. I don't think you have quite answered my question. Are  
 21 you saying that his evidence that he considered it  
 22 within the acceptable range is a lie?  
 23 A. Yes, I am, because the letter was sent with the expected  
 24 salary of £32,500.  
 25 Q. Notwithstanding the fact that this was the same salary

1 that Mr Singh was getting paid as retail director at  
2 another store?  
3 A. Like I said, he shared that store with his wife. So  
4 whatever salary he got, it goes into the same pot at  
5 home.  
6 Q. Shortly before trial, your solicitors sought to put in  
7 information from one of the other actions, which has  
8 taken place, the salary paid to Mr Parham?  
9 A. That's correct.  
10 Q. Mr Parham was the JVP at another store, at Uckfield,  
11 wasn't he?  
12 A. He was, yes.  
13 Q. In 2008 he was also being paid £42,000, wasn't he?  
14 A. When he started he was on a much lower salary. I can't  
15 remember what it was. Was it 25? I can't remember.  
16 Q. Shall we have a look at F2. Mr Parham was a retail JVP,  
17 wasn't he?  
18 A. He was, yes.  
19 Q. Page 522. {F/235/522} A notice to -- I think that has  
20 been admitted, although I'm afraid I'm not sure I have  
21 a signed -- oh, it's at A/308 {A/16/308} as well but  
22 I don't think this is contentious. You refer to the  
23 fact that at 2006, Mr Parham, as retail director, was on  
24 £25,000 per year?  
25 A. That's correct.

85

1 Q. That's what you just referred to, but at April 2008,  
2 which is around the same time as Mr Singh joined,  
3 Mr Parham was on £42,000 a year, wasn't he?  
4 A. This states my point exactly. Mr and Mrs Parham were  
5 both directors at the Uckfield store. If he had  
6 a salary of 42, it's going in the same pot, the profits,  
7 the salary, it's all going in the same pot. I'm more  
8 than sure that if Mr Parham wasn't the husband of  
9 Mrs Parham, if there were two independent directors, his  
10 salary would nowhere be 42.  
11 Q. Salaries had to be approved by Specsavers, didn't they?  
12 A. Had to be approved? I guess, yes. I mean, when me and  
13 my co-director, when we set our salaries, we didn't ask  
14 for approval from Specsavers. We just said Mr Patel is  
15 going to be on 30 and I'm going to be on 42,500. We  
16 didn't ask for approval.  
17 Q. Well, under the shareholders' agreement, salaries of  
18 staff at that level had to be approved by Specsavers,  
19 didn't they?  
20 A. If that's what you say, yes.  
21 Q. So in fact, Mr Singh's salary was the same as he had  
22 been getting as retail director at Grays; correct?  
23 A. If you are looking at the P45, we can say that.  
24 Q. It was the same as Mr Parham was getting as retail  
25 director at Uckfield; correct?

86

1 A. That's my point exactly. They were a husband and wife  
2 team.  
3 Q. It was only £500 less than your own salary. It was £500  
4 less than your own salary; sorry, I should say that.  
5 A. That is true.  
6 Q. Yes.  
7 A. If we look at the Bognor case as well, you can see the  
8 salary there of a retail director, I think Mr Weller was  
9 on £34,000/£34,500.  
10 Q. Mr Dyson's evidence was that £42,000 was within the  
11 acceptable range of what Specsavers considered  
12 appropriate for retail JVPs across its stores?  
13 A. If that -- I don't accept that.  
14 Q. Are you saying he is lying there?  
15 A. I don't accept that, no. In the Dartford case, the  
16 reason why a salary of 42 was given was because it was  
17 an extra inducement to bring Mr Singh on board. I don't  
18 think that saying that the 42,000 is because he had that  
19 in Grays. You can't. What he had in Grays, where he  
20 was sharing it with his wife, you can't just bring  
21 straight over to Dartford and say it's correct.  
22 Q. The effect of your evidence is, Ms Birdi, isn't it, that  
23 this was effectively a bribe by Specsavers so that  
24 Mr Singh would go into the store to drive you out. Is  
25 that fair?

87

1 A. This was like I'm on 42, "Give him 42, yes, because we  
2 want to get rid of her, it will annoy her". And this is  
3 evidenced by the fact that Mr Dyson, Cristina del Grazia  
4 and Mary Perkins hid it from me on the board meeting on  
5 25 January.  
6 Q. You haven't answered my question, Ms Birdi?  
7 A. Sorry.  
8 Q. Are you saying that the effect of your evidence is that  
9 this was effectively a bribe by Specsavers so that  
10 Mr Singh would go into the store to drive you out?  
11 A. This is an inducement to keep him happy to do his job on  
12 me.  
13 Q. So it's an excessive payment for him to do something  
14 improper?  
15 A. Yes, I do believe that.  
16 Q. Are you saying that Mary Perkins hid it from you at the  
17 board meeting as well?  
18 A. Yes.  
19 Q. You are saying that she is a party to the conspiracy as  
20 well?  
21 A. What I'm saying is, I was in that board meeting,  
22 information was known by SOG that Mr Singh's salary was  
23 going to be 42. I was the only one who was not aware.  
24 If it was honest and done in the best interests of the  
25 business, there was no reason to hide that from me.

88

1 Q. Could you answer my question, please. Are you saying  
 2 that Mary Perkins was a party to an improper conspiracy  
 3 against you?  
 4 A. If she was aware of Mr Singh's salary, yes.  
 5 Q. I put it to you that this was an honest business  
 6 decision taken by Mr Dyson, who thought that Mr Singh  
 7 had the requisite skills and experience to take over the  
 8 role as retail director?  
 9 A. If it was an honest decision, why was it withheld from  
 10 me from the board and then given to me in a letter the  
 11 following day? They knew the salary. It wasn't  
 12 an honest decision.  
 13 Q. Ms Birdi, I'm going to move on to just another issue.  
 14 We are on 1497 still. There is a --  
 15 A. Sorry, where are we?  
 16 Q. 1497, Do you still have that open.  
 17 A. In what, sorry?  
 18 Q. E6, I'm sorry. 1497. {E/393/1497} In fact, actually,  
 19 let's pick it up at 1495. {E/392/1495} We have looked  
 20 at this letter before.  
 21 8 July. 1495, at the end of that letter, you refer  
 22 to your service contract and you say -- you had legal  
 23 advice at this time, didn't you?  
 24 A. July time? I think I may have had. I can't quite  
 25 remember.

89

1 Q. Okay, 1495, the final paragraph you say: {E/392/1495}  
 2 "Looking at my service contract it states that  
 3 I will have a salary review annually. To date,  
 4 following over 8 years of service ... I have not  
 5 received any salary review. Can you please explain why  
 6 this is the case."  
 7 Do you see that?  
 8 A. That's correct.  
 9 Q. Yes, okay. And then 1497, a letter which we have looked  
 10 at in relation to Mr Singh, that point is dealt with at  
 11 the final paragraph. {E/393/1497} She points out that:  
 12 "... it has been open to you and [Mr Patel] over the  
 13 last few years to submit an application for a salary  
 14 increase to the financial planning team for  
 15 consideration. We have no record of any application..."  
 16 A. Okay.  
 17 Q. You hadn't made an application, had you?  
 18 A. No, we hadn't.  
 19 Q. Okay. 1501.  
 20 A. We weren't aware that we had to make an application, to  
 21 be honest with you.  
 22 Q. Okay. 1501. This is a letter from you, referring to  
 23 a paragraph in your service contract about it being  
 24 reviewed by the board. And you say: {E/396/1501}  
 25 "I am not aware of any provision ..."

90

1 And you make the point:  
 2 "This does not relieve the board of its obligation  
 3 to carry out the review..."  
 4 Are you talking about --  
 5 A. Where are we, sorry?  
 6 Q. Page 1501?  
 7 A. Yes, okay.  
 8 Q. You are referring to paragraph 4.2 of your service  
 9 agreement?  
 10 A. Yes.  
 11 Q. You say you are not aware of a provision about an  
 12 application?  
 13 A. That's correct.  
 14 Q. And you say even so, it doesn't relieve the board of its  
 15 obligation?  
 16 A. Yes.  
 17 Q. "... standard practice whenever, as here, an employee is  
 18 entitled to an annual service review."  
 19 You say that?  
 20 A. Yes.  
 21 Q. 1540, if we move on. {E/411/1540} There is a response  
 22 from Ms del Grazia. She points out that the review is  
 23 by the board and she points out that you have been  
 24 a member of the board since you first became a director  
 25 and an employee?

91

1 A. Yes.  
 2 Q. And she refers to the fact that there is practical  
 3 guidance as to the matter of increases for partners on  
 4 EyeQ. She refers you to that; do you see that?  
 5 A. I do, I wasn't aware.  
 6 Q. You say you weren't aware of that?  
 7 A. That's right.  
 8 Q. And then she enclosed the appropriate form for you to  
 9 make an application?  
 10 A. That's correct.  
 11 Q. So you have been a member of the board since 2000?  
 12 A. I have.  
 13 Q. You hadn't raised the issue at a board meeting?  
 14 A. No, I had not.  
 15 Q. You hadn't convened a board meeting to ask for a salary  
 16 increase?  
 17 A. No, I hadn't because I wasn't aware that's what I had to  
 18 do.  
 19 Q. And you didn't submit this form that she sent you  
 20 either?  
 21 A. No, I couldn't get the monies out of the store that was  
 22 owed to me, let alone get a salary increase with  
 23 Mr Singh's approval.  
 24 Q. You didn't submit this request form either, did you?  
 25 A. No, I didn't.

92



1 Q. And you didn't convene a board meeting?  
 2 A. No, I didn't.  
 3 Q. Can we turn on, please --  
 4 A. The issue -- the issue isn't about my salary increases;  
 5 the issue is about what Mr Singh had been given.  
 6 Q. With respect, Ms Birdi, I'm asking you questions about  
 7 this.  
 8 A. Yes, sorry.  
 9 Q. Could you turn, please, to E10/2575. {E/769.1/2575} This  
 10 is some time later, a year later. 2575. Do you see  
 11 that?  
 12 A. I do, yes.  
 13 Q. 3 December 2009. It's a letter from you to Mr Moore of  
 14 the Specsavers' legal department. Do you see that?  
 15 A. Yes.  
 16 Q. At the bottom of the page, you refer to the fact that  
 17 you say that you are entitled to annual pay reviews.  
 18 A. Yes.  
 19 Q. And you say: {E/769.1/2575}  
 20 "... I believe I have been unfairly treated and  
 21 discriminated against."  
 22 A. That's right.  
 23 Q. And you say because your salary had not been reviewed?  
 24 MR JUSTICE NUGEE: No, that's not actually what she says.  
 25 She is told that Mr Singh has to sign her authorisation

93

1 for salary increase but she didn't have to consent to  
 2 his --  
 3 MR POTTS: You are quite right. You are say: {E/769.1/2576}  
 4 "I'm writing to you to ask you to review my salary."  
 5 A. Yes.  
 6 Q. So you are asking for a salary review?  
 7 A. I am.  
 8 Q. The fact is, you had been told that you could put in  
 9 a request for an increase before?  
 10 A. I had, but Mr Singh had refused to sign any increase.  
 11 As regards to this, I had to get Mr Singh to sign  
 12 increases for me, but when it came to Mr Singh getting  
 13 a bonus out of the store, he only signed it and it was  
 14 authorised by SOG. So this letter is coming from that,  
 15 the payment he received in November 2009.  
 16 Q. Are you saying that she had said that you had to get it  
 17 signed by your fellow director?  
 18 A. I'm sure that that was the case, yes.  
 19 Q. At 2599, Mr Moore replied, pointing out that there had  
 20 been lengthy correspondence about this before.  
 21 A. Yes.  
 22 Q. And at the penultimate paragraph he said: {E/786.1/2599}  
 23 "If you wish for your salary to be reviewed ... you  
 24 should follow the steps set out in [the] letters."  
 25 Which was to put in an application?

94

1 A. Yes.  
 2 Q. But you didn't put in an application, did you?  
 3 A. No, because the application needed to be signed by  
 4 Mr Singh and Mr Singh was not going to sign. He refused  
 5 to sign any increase and, like I say, this was brought  
 6 on when I was -- there were a couple of letters on this  
 7 date, which Mr Moore responded to, regarding extra  
 8 monies that Mr Singh had got as a bonus unilaterally.  
 9 Q. The letter that you had been sent on 30 July sent you  
 10 the form and said if you wanted to --  
 11 A. Where is that, sorry? Can you take me to that?  
 12 Q. E6/1540. {E/411/1540} And you are saying it was  
 13 because -- you are saying Mr Singh had refused?  
 14 A. Just bear with me. (Pause)  
 15 Yes.  
 16 Q. And at 1542 {E/411/1542} the point you are making is  
 17 that you say it should be signed by all partners?  
 18 A. Yes. There was -- there is a letter somewhere where it  
 19 said, "You need to consult with Mr Singh", and the form  
 20 had to be signed by both of us. I can't remember the  
 21 exact words but it is somewhere.  
 22 Q. And your position is you didn't convene a board meeting  
 23 to raise this issue?  
 24 A. No, I didn't.  
 25 Q. To move on to another point, after the appointment of

95

1 Mr Singh -- paragraph 275 in your witness statement,  
 2 please, {B/1/61} -- you make an allegation there that  
 3 Specsavers gifted Mr Singh the dividend which had  
 4 accrued on the A shares over the period of 16 months  
 5 during which they had improperly held the shares?  
 6 A. That's correct.  
 7 Q. Is that right? Which is, you say, some £54,000?  
 8 A. Yes, I think that -- that figure I based on my previous  
 9 years' dividends over the last few years, but I think if  
 10 we just look at the 2007 issue, it was about 39.  
 11 Q. So are you saying that this was a further inducement to  
 12 Mr Singh?  
 13 A. Yes, I do.  
 14 Q. Can I just ask you a little bit about the process for  
 15 dividends?  
 16 A. Yes.  
 17 Q. Ms Birdi, you had ten years' experience as a JVP, didn't  
 18 you?  
 19 A. Yes.  
 20 Q. And you are aware that dividends are paid out of profits  
 21 available for distribution?  
 22 A. That's correct.  
 23 Q. We looked, I think, at the dividend policy under the  
 24 shareholders' agreement; correct?  
 25 A. There is a policy there. Whether we looked at it ...

96

1 Q. Would it be helpful to have a look at it for you?  
 2 A. When you ask me the question, then I will let you know.  
 3 Q. You are aware that the policy was that profits would be  
 4 paid in cash -- for cash dividends subject to reserves  
 5 consistent with normal commercial requirements of  
 6 businesses subject to that of the company?  
 7 A. That's correct.  
 8 Q. So you are aware that you have to have profits?  
 9 A. That's correct.  
 10 Q. You have to have cash to pay the dividend?  
 11 A. That's correct.  
 12 Q. And the shareholders have to take steps to procure the  
 13 declaration of dividends?  
 14 A. That's correct.  
 15 Q. 275, that doesn't reflect the company's actual position,  
 16 does it?  
 17 A. Well, I'm referring to the dividends that were in the  
 18 store, which weren't distributed when Mr Patel left.  
 19 That's what I refer to here. Specsavers, they have  
 20 a procedure was -- when a director leaves the store,  
 21 they distribute what's called a severance dividend, and  
 22 this is in their directors' reports, how they work that  
 23 out.  
 24 So when a director leaves, they work out how much  
 25 dividend is within the store and they take out what they

1 are going to put as a reserve to protect the business  
 2 and then they distribute that amount.  
 3 So I got someone to look at the accounts for 2007,  
 4 when Mr Patel left, and there was, I think, £78,000 of  
 5 distributable profits, so he should have got 39 and  
 6 I should have got 39.  
 7 So if that money -- even the business couldn't  
 8 afford to pay that, the directors' report that  
 9 Specsavers have said, it would be put as a loan back.  
 10 So that money would have been put as a loan back if they  
 11 couldn't distribute it at the time, but because that  
 12 money said in there, Mr Singh, in effect, got dividends  
 13 sooner than he should have because that wasn't  
 14 distributed. That's the point I'm making there.  
 15 Q. I don't think -- with respect, Ms Birdi, I'm not sure it  
 16 is the point you are making there.  
 17 A. That is the point I'm making there.  
 18 Q. Can we just have a look at paragraph 275. {B/1/61} What  
 19 you are saying there is -- firstly, it's not the figure  
 20 of 78,000; the figure you put is £54,000?  
 21 A. Yes, like I said to you, I had calculated it based on  
 22 dividends I had previous years, but I got someone to  
 23 look at the accounts of 2007 at the time Mr Patel  
 24 departed, and taking off what Mr Dyson says is the  
 25 £40,000 to retain profit in the business, it worked out

1 at 79 to be distributed between us. Mr Patel had waived  
 2 his right to that, according to the BT memo, two days  
 3 after he left --  
 4 Q. Ms Birdi, none of this about this £78,000 is what you  
 5 are referring to in your witness statement here?  
 6 A. No, that is exactly what I'm referring to.  
 7 Q. Let us just have a look at what you are saying. In  
 8 fact, what you are referring to in paragraph 275 is,  
 9 based on the average annual dividends for the store  
 10 during 2000 to 2005, the dividends would have amounted  
 11 to £54,000. It's a completely different point you are  
 12 making there?  
 13 A. That is the exact point I'm making to you. Maybe  
 14 I didn't word it to you properly but that's the exact --  
 15 to be honest with you, I didn't know how to work out the  
 16 figure and then I spoke to Mr Voss and he worked it out.  
 17 Q. Ms Birdi, can I just ask you to read that sentence,  
 18 please, starting, "Based on ..." (Pause)  
 19 A. Yes.  
 20 Q. The point you are making there is -- you are not saying  
 21 that there actually was £54,000 worth of dividends  
 22 available. What you are saying is that, based on the  
 23 average of dividends from 2000 to 2005, and excluding  
 24 certain years, 2006 to 2008, you think that the average  
 25 would have been £54,000?

1 A. That's right.  
 2 Q. That's a completely different point.  
 3 A. No, that is --  
 4 Q. Do you accept that it's a different point --  
 5 A. No, I don't.  
 6 Q. -- to the one you are just making?  
 7 A. No, I don't because also, when Mr Singh came on board  
 8 and SOG gave them his shares again, I believe that  
 9 another severance dividend should have been distributed,  
 10 but no, it's the same -- that is what I'm saying. Maybe  
 11 I haven't worded it properly, I don't know. But to be  
 12 honest with you, I didn't think of how to work what the  
 13 value was until I spoke to Mr Voss and he said, "Send me  
 14 the accounts", and I did and then he worked out --  
 15 Q. So Mr Voss has given you -- this figure of the 54 --  
 16 A. No, the 39. So I need to correct that to 39.  
 17 Q. You are saying that 54 should be 39?  
 18 A. Yes. I based it -- I looked at it looking at the  
 19 dividends I was getting out. I didn't actually  
 20 physically look at the accounts when I got Mr Voss to  
 21 look at the accounts.  
 22 Q. This is your evidence, it's your witness statement,  
 23 Ms Birdi.  
 24 A. Yes.  
 25 Q. I'm just trying to understand your evidence. Are you

1 saying that where it says £54,000, it should be £39,000?  
2 A. I am.  
3 Q. Is that an error?  
4 A. It was. I didn't work it out -- I didn't get someone to  
5 look at the accounts. Like I said, I'm not an  
6 accountant so I'm not too sure.  
7 Q. Okay. You are saying that a figure of £39,000 is based  
8 on the annual average dividends of the period from 2000  
9 to 2005. Is that right?  
10 A. I'm saying I would have expected that dividend to be  
11 distributed.  
12 Q. You are saying that based on historic dividend levels,  
13 you would expect there to have been a dividend of  
14 £39,000 available. Is that right?  
15 A. No, I think -- I have told you what I meant by that with  
16 the severance dividend and I calculated the figure out  
17 incorrectly because I'm an optician, I'm not an  
18 accountant. And then when I actually gave this to  
19 Mr Voss to look at --  
20 MR JUSTICE NUGEE: Can I stop you there?  
21 A. Yes.  
22 MR JUSTICE NUGEE: Are you saying that when you came up with  
23 a figure of £54,000, it was based on the historic  
24 dividends in this period of 2000 to 2005?  
25 A. What I would have expected to take.

101

1 MR JUSTICE NUGEE: What you would have expected.  
2 A. That's right.  
3 MR JUSTICE NUGEE: You then turned the accounts over to  
4 Mr Voss.  
5 A. Yes.  
6 MR JUSTICE NUGEE: And Mr Voss did it in a different way, by  
7 looking at the amount of distributable profits that were  
8 actually in the business?  
9 A. Yes. He said you need to look at it in a more accurate  
10 way.  
11 MR JUSTICE NUGEE: And that came up with a figure of £78,000  
12 for the two of you?  
13 A. That's right.  
14 MR JUSTICE NUGEE: So £39,000 for Mr Patel.  
15 A. That's correct.  
16 MR POTTS: And none of that is actually in your witness  
17 statement, is it?  
18 A. That's what I meant. Maybe I haven't worded it  
19 properly, I don't know.  
20 MR JUSTICE NUGEE: When did you give the figures to Mr Voss  
21 and he came up with this figure of £78,000?  
22 A. It was quite recently, within the last few months.  
23 MR POTTS: This is your witness statement signed --  
24 MR JUSTICE NUGEE: This is dated November, isn't it?  
25 MR POTTS: -- November, 6 November last year.

102

1 MR JUSTICE NUGEE: Are you saying since this witness  
2 statement, Mr Voss has come up with the £78,000?  
3 A. Yes, I am.  
4 MR POTTS: So it's a different point. The point you are  
5 making in paragraph 275 is a different point.  
6 A. No, it isn't. That's the point I was trying to make.  
7 Maybe I haven't worded it properly but that was the  
8 point I was trying to make.  
9 Q. The point you are referring to, about Mr Voss's  
10 analysis, took place after your witness statement?  
11 A. That's right, yes.  
12 Q. So it can't be the same point you are making; it's  
13 a different point which has occurred to Mr Voss after  
14 you signed your witness statement?  
15 MR JUSTICE NUGEE: I think that's a semantic point,  
16 Mr Potts. It's the same point made in a different way  
17 with a different result and calculated in a different  
18 fashion, but it's still the point that Mr Singh has  
19 received the benefit of the dividends in that period.  
20 MR POTTS: My Lord, yes. The point I'm making is it's not  
21 the evidence that she is giving in this witness  
22 statement.  
23 MR JUSTICE NUGEE: No, it's not the evidence that is here.  
24 I think I have now got that very clearly. Yes.  
25 MR POTTS: Could we have a look, please, at E6 and at

103

1 page 1465. {E/383/1465} That's the bottom line report  
2 for July 2008.  
3 A. That's correct.  
4 Q. If you look at the dividend, just below the possible  
5 dividend, which is below the second holepunch?  
6 A. That's right, yes.  
7 Q. That suggests a possible dividend of £1,645, doesn't it?  
8 A. It does, yes.  
9 Q. Not £54,000 or £78,000, as you are suggesting?  
10 A. No, what I was looking at there was 2007, when Mr Patel  
11 had left. And I don't know whether this is correct,  
12 but --  
13 Q. Okay, shall we have a look back at E2, please, at  
14 page 234. {E/28/234} That's a bottom line report there  
15 as well.  
16 A. That's right.  
17 Q. If you look at the bottom line, where it says:  
18 "Cash available for distribution is dependent on  
19 reserves."  
20 A. That's correct, yes.  
21 Q. "Lower of net current assets and ... bank balance,  
22 £3,701."  
23 A. Yes.  
24 Q. So the company was not in a position to pay dividends at  
25 that stage?

104

1 A. That's right, and do remember that -- that's correct,  
 2 yes, but like I said, with that severance dividend it  
 3 says that it gets put as a loan back if there is not  
 4 enough money within the business to distribute it.  
 5 Q. Let's have a look at the accounts. Could we have  
 6 a look, please -- do you have D2?  
 7 MR JUSTICE NUGEE: I think at some stage, Mr Potts, if  
 8 reliance is going to be placed on what the bottom line  
 9 shows, someone is going to have to explain to me how the  
 10 bottom line is calculated and how it actually works.  
 11 I'm not suggesting that you do it now with Ms Birdi, but  
 12 it's quite apparent there is quite a complex calculation  
 13 which goes into what is actually available for  
 14 distribution and it's not just simply a question of  
 15 saying, "This is the profit for the year, here it is".  
 16 MR POTTS: No, my Lord. I have just been exploring with her  
 17 that one needs a declaration -- you need to have profits  
 18 but you also need to have -- and Ms Birdi accepted you  
 19 actually need to have cash available as well.  
 20 MR JUSTICE NUGEE: Yes, but if you go back to the first one  
 21 we looked at, E6, one saw a profit available for  
 22 distribution of £2,000-odd but there is over £40,000  
 23 cash available for distribution.  
 24 MR POTTS: Yes.  
 25 MR JUSTICE NUGEE: So the interrelation between the various

105

1 different figures is something which I say at some stage  
 2 it might be helpful for someone to explain.  
 3 MR POTTS: My Lord, yes.  
 4 Do you have D2?  
 5 A. I do, yes.  
 6 Q. If you look at the notes to -- these are the  
 7 consolidated financial statements for September 2008?  
 8 A. Yes.  
 9 Q. Page 315?  
 10 MR JUSTICE NUGEE: Which page are we on, I'm sorry?  
 11 MR POTTS: 315, my Lord, it's the notes to the accounts.  
 12 {D/23/315}  
 13 MR JUSTICE NUGEE: Yes.  
 14 MR POTTS: The company operated effectively a banking  
 15 facility through the group treasury company, Specsavers  
 16 Finance Guernsey Ltd. Is that right? Are you aware of  
 17 that?  
 18 A. Yes.  
 19 Q. If you look at 315 in note 16, there are details there  
 20 in the middle of the page where it says:  
 21 "The balance due to the Group Treasury Company..."  
 22 Do you see that?  
 23 A. Yes.  
 24 Q. So it shows as at 30 September, balance owed to the  
 25 group treasury was £14,339?

106

1 A. Okay.  
 2 Q. So that means effectively that the company was running  
 3 an overdraft of £14,000 -- was in overdraft to that  
 4 extent, £14,000-odd?  
 5 A. Okay.  
 6 Q. Is that right? Do you accept that?  
 7 A. I wouldn't know because I'm not an accountant but if  
 8 that's what you are saying.  
 9 Q. Okay, and the position is that the comparable position  
 10 in 2007 was an overdraft of £71,000?  
 11 A. Sorry?  
 12 Q. The comparable position at 2007 is shown there at  
 13 £71,641. Do you see that?  
 14 A. I do, yes.  
 15 Q. So the overdraft at that stage was £71,641?  
 16 A. It was.  
 17 Q. So what I suggest to you is the reason there were no  
 18 dividends returned to Mr Patel is because there were  
 19 none available?  
 20 A. In February 2007, like I say, looking at the accounts,  
 21 there was £79,000 distributable on the balance sheet.  
 22 I'm not an accountant. I got someone to look at the  
 23 figures and that's what they told me. So with Mr Patel  
 24 leaving, he should have effectively got 39 and I should  
 25 have actually got 39. I don't know -- that's what has

107

1 been told to me.  
 2 Q. So your position is that you have been told this by  
 3 somebody, but you don't have any basis yourself?  
 4 A. No, if you look at the accounts -- if you look at the  
 5 accounts, you can see that. 79 add 40, that's what was  
 6 in reserves.  
 7 Q. The position is that Mr Singh didn't in fact receive  
 8 a dividend until 2010, did he?  
 9 A. That's true.  
 10 Q. The position is, his appointment as a director and his  
 11 employment contract were approved at EGMs on 17 July?  
 12 A. That's correct.  
 13 Q. So there was a vote on that; correct?  
 14 A. That's correct.  
 15 Q. Can I move on to another point.  
 16 You refer in your witness statement to stopping use  
 17 of the credit cards?  
 18 A. That's correct.  
 19 Q. And you say that the real thinking behind that was to  
 20 put the squeeze on you and to give effect to the plan of  
 21 harassment as agreed with Mr Singh. Is that right?  
 22 A. On the first day I worked with Mr Singh, that's the  
 23 first thing he said to me; yes.  
 24 Q. Could you have a look at paragraph 342, please.  
 25 {B/1/77} You go on to refer to an email from

108

1 Mr Southwell?  
 2 A. That's correct.  
 3 Q. And then perhaps we should go back to 333. You refer to  
 4 26 July, you say a fictional meeting. You say Mr Singh  
 5 has lied about that; is that right?  
 6 A. That's correct, yes.  
 7 Q. Okay. At 333 you say that: {B/1/74}  
 8 "... Specsavers swung into action on this plan of  
 9 harassment that it had agreed with Mr Singh."  
 10 And you refer to Mr Southwell writing to you in  
 11 relation to the overdraft; yes?  
 12 A. That's correct, yes.  
 13 Q. We have looked at the overdraft position, haven't we?  
 14 The company was in overdraft, wasn't it?  
 15 A. Yes, when I went back to the store, after my miscarriage  
 16 in January 2008, we were minus £90,000. When Mr Singh  
 17 joined we were minus £19,000. So, yes, it was still in  
 18 overdraft, but much reduced.  
 19 Q. And it was under TAPS, wasn't it?  
 20 A. I think the first time I heard that the store was under  
 21 TAPS was when Mr Singh told me on our first day of  
 22 working together. It was, "Under TAPS and your credit  
 23 card is going to go".  
 24 Q. It was in TAPS from January until October, wasn't it?  
 25 MR JUSTICE NUGEE: I think, could someone tell me what TAPS

109

1 means?  
 2 MR POTTS: Sorry, my Lord, "Turn Around Practice".  
 3 MR JUSTICE NUGEE: Yes, thank you.  
 4 MR POTTS: You understand the term, don't you?  
 5 A. I do now, yes, but I had not heard about TAPS until  
 6 Mr Singh brought it up, I think in this supposed meeting  
 7 on 26 July. Nobody had shared that with me.  
 8 Q. And Turn Around Practice meant that the company was  
 9 getting additional support to try and lift it  
 10 permanently out of its financial problems. Is that  
 11 right?  
 12 A. That's right, the financial problems being created by  
 13 Specsavers.  
 14 Q. So how did you learn about it, if this meeting was  
 15 fictional?  
 16 A. Because he sent me a note at the meeting, an email.  
 17 Q. So you didn't discuss it with him?  
 18 A. He just -- he may have mentioned the word "TAPS" to me  
 19 while I was testing, I don't know, but I know that he  
 20 said, "Your credit card is going to have to go".  
 21 Q. You are saying that Mr Southwell was springing into  
 22 action; is that right?  
 23 A. Yes, Mr Southwell said he looks after the best interests  
 24 of the business. Why didn't he do it in January, when  
 25 we were minus 90?

110

1 Q. I see. So you are saying that Mr Southwell was an  
 2 active, conscious participant in this plot against you;  
 3 is that right?  
 4 A. I believe he knew that things were to make my life  
 5 difficult.  
 6 Q. Is the answer --  
 7 A. And he was just following orders.  
 8 Q. Is the answer to my question, yes?  
 9 A. I believe he was, yes.  
 10 Q. And who else do you say at Specsavers had this intention  
 11 at the time?  
 12 A. What intention is that?  
 13 Q. To drive you out of the business?  
 14 A. Mr Dyson -- it all stems from Mr McAlindon and Mr Dyson.  
 15 Q. Mr Singh, obviously?  
 16 A. Oh, yes, yes.  
 17 Q. Mr Perkins?  
 18 A. I have said that, yes. He is the one who installed  
 19 Mr Singh.  
 20 Q. Mr Raines?  
 21 A. Mr Raines was an active participant, yes.  
 22 Q. And Mr Dyson?  
 23 A. Yes.  
 24 Q. But Mr McAlindon hadn't been involved in the store since  
 25 early 2007?

111

1 A. You say that. I was told -- you say early 2007 but  
 2 emails show that he was heavily involved, even though  
 3 I was told he had been taken off.  
 4 Q. To add to that list, you also said Mrs Perkins as well;  
 5 is that right? Part of the plot?  
 6 A. I said if she was aware of Mr Singh's salary and what  
 7 was happening.  
 8 Q. And you are saying that Specsavers deliberately put  
 9 Dartford into the red by stealing through deliberate  
 10 overcharging? That's your evidence at paragraph 335,  
 11 isn't it? {B/1/75}  
 12 A. If you look at Mr McAlindon's email, it clearly shows --  
 13 Q. Could you answer my question, please?  
 14 A. Yes.  
 15 MR JUSTICE NUGEE: Mr Potts, you have a tendency to  
 16 interrupt Ms Birdi.  
 17 MR POTTS: I'm sorry, my Lord.  
 18 MR JUSTICE NUGEE: Let her say what she wants to say in  
 19 answer to your question. If you think -- and sometimes  
 20 she hasn't -- she hasn't answered the question, you can  
 21 then put it again.  
 22 MR POTTS: I'll try not to.  
 23 At 335 you say that Specsavers were stealing through  
 24 deliberate overcharging?  
 25 A. Yes, I do.

112

1 Q. I put it to you that Specsavers was not stealing from  
 2 the store.  
 3 A. I disagree.  
 4 Q. And I put it to you --  
 5 A. It's an absolutely conflict of interest what they were  
 6 doing, and this overcharging, Mr McAlindon has clearly  
 7 said it's to make money for his Loss Prevention  
 8 department and it's to depreciate the share value so if  
 9 I leave they will get it at a reduced price.  
 10 And also Mr Phil Barnes, the other gentleman who  
 11 suspended me in February 2007, personally pockets money  
 12 from the investigation suspending me --  
 13 Q. The allegation -- sorry.  
 14 A. This was not found out until I found out in  
 15 September 2014. So, yes, it was overcharging. It was  
 16 taking money out the business in an improper way.  
 17 Q. The allegation you are making is one of theft, Ms Birdi,  
 18 stealing?  
 19 A. Well, they are. They are taking the profits away from  
 20 the business with an improper purpose.  
 21 Q. And I put it to you that these charges that were levied  
 22 were ones that Specsavers genuinely believed were  
 23 commercially justified?  
 24 A. They were not commercially -- like I said, they were --  
 25 I mean, the argument is -- Specsavers claim that they

113

1 are A shareholders as well. If they are A shareholders,  
 2 they are responsible for day-to-day management as well.  
 3 So if I'm not there, if they want to put somebody in  
 4 store, a retail director earns £30,000, like Mr Patel.  
 5 Charge 15 -- what is this £86,000 being charged to the  
 6 store? It's not correct. It's a total conflict of  
 7 interest. It's very excessive charges. And they are  
 8 not fulfilling their duties as A directors or  
 9 B directors, as far as I am concerned.  
 10 Q. The next point --  
 11 MR JUSTICE NUGEE: Mr Potts, if you are moving on to another  
 12 point?  
 13 MR POTTS: I'm not, my Lord. Can I just finish this and  
 14 then I will.  
 15 The true financial position of the company was not  
 16 good even before Mr Patel resigned, was it? We have  
 17 looked at the accounts?  
 18 A. Well, like I say, Mr Patel was stealing monies.  
 19 I believe it was from either the value of the severance  
 20 dividend of £39,000 to over £100,000. I don't know what  
 21 he has stolen.  
 22 Q. The reality was --  
 23 A. The reality is the business had £79,000 of distributable  
 24 profits in there, in February 2007.  
 25 Q. The reality is that Dartford was in TAPS

114

1 since January 2008 and Specsavers was providing support  
 2 with a view of lifting it out of its poor financial  
 3 health?  
 4 A. It was in poor financial health because of the excessive  
 5 charges by SOG, Mel McAlindon, his Loss Prevention team  
 6 and Phil Barnes' personal company retail covert  
 7 surveillance.  
 8 MR POTTS: My Lord, that would be a convenient point.  
 9 MR JUSTICE NUGEE: Say 2 o'clock.  
 10 Ms Birdi, you will remember not to speak to anybody  
 11 at luncheon.  
 12 A. Sorry, yes.  
 13 (1.03 pm)  
 14 (The short adjournment)  
 15 (2.00 pm)  
 16 MR JUSTICE NUGEE: Yes, Mr Potts.  
 17 MR POTTS: My Lord, sorry, we were asked if counsel were  
 18 ready. I failed to notice that although counsel are  
 19 ready --  
 20 MR JUSTICE NUGEE: Ah, yes.  
 21 MR POTTS: I should have looked. (Pause)  
 22 A. Sorry, I didn't set my watch properly from yesterday.  
 23 MR JUSTICE NUGEE: Not to worry.  
 24 A. I'm sorry.  
 25 MR POTTS: Ms Birdi, I want to move on to look at what

115

1 happened when Mr Singh arrived in store. His start date  
 2 was about 26 July 2008. Does that sound about right?  
 3 A. 23rd.  
 4 Q. Oh, 23rd okay. To put it neutrally, your relationship  
 5 with Mr Singh deteriorated fairly quickly. Is that  
 6 fair?  
 7 A. Yes, it did, from our first meeting on 26 July.  
 8 Q. And communications were reduced fairly quickly to  
 9 largely by email. Is that right?  
 10 A. They were.  
 11 Q. Do you have E6 to hand? I think we can put away D2.  
 12 Perhaps let's clear up a little. Keep B and I think we  
 13 can put away, I think, all of those. If you could have  
 14 E6 provided, please. Thank you.  
 15 If you could turn to page 1581, {E/438.1/1581} and  
 16 Mr Lunn wrote to you on 14 August 2008?  
 17 A. That's correct.  
 18 Q. Is that right? Mr Lunn was involved in retail support  
 19 in the shared venture team, wasn't he?  
 20 A. He was, yes.  
 21 Q. And he was proposing a meeting for you to deal with the  
 22 handover to Mr Rowe of the retail support team for joint  
 23 ventures?  
 24 A. That's correct.  
 25 Q. And he suggested agenda for the meeting in those bullet

116

1 points?  
 2 A. Yes, he did.  
 3 Q. Sorry, just to go back, you refer to 26 July, a meeting  
 4 with Mr Singh. Are you saying there wasn't a meeting  
 5 with him on the 26th?  
 6 A. Sorry, it was 31 July, my mistake.  
 7 Q. 31st, okay.  
 8 A. The first day I worked with Mr Singh was the 26th; the  
 9 first meeting was 31 July.  
 10 Q. Did you have any discussions with him on the first day  
 11 at all, or are you saying you didn't discuss anything  
 12 with him on the first day?  
 13 A. I had a fully booked clinic. There was just one thing.  
 14 He just -- we just mentioned about a bonus. That was  
 15 the only thing we really mentioned but it wasn't  
 16 a meeting.  
 17 Q. So going back to 1581, he was proposing an agenda for  
 18 a meeting to do with the handover? {E/438.1/1581}  
 19 A. He was.  
 20 Q. And then if we move on to 1621, {E/460/1622} you wrote  
 21 back, querying the purpose of the meeting, as you said  
 22 you weren't aware of any joint venture store directors  
 23 having meetings with the shared venture team. Is that  
 24 right?  
 25 A. That's correct.

117

1 Q. And then 1623, {E/460/1623} he again confirmed that this  
 2 was:  
 3 "... normal procedure and provides an opportunity to  
 4 establish the business plan and next steps to take  
 5 Dartford forward."  
 6 A. That's correct.  
 7 Q. And again on 1625, he is trying to make arrangements for  
 8 the meeting? {E/460/1625}  
 9 A. That's correct.  
 10 Q. And then at 1629, you refuse to meet Mr Lunn. Is that  
 11 right? {E/463/1629}  
 12 A. That's correct. Now, the reason that I did that was  
 13 because I felt that the shared venture team were talking  
 14 to Mr Singh behind my back, helping Mr Singh out, which  
 15 were day-to-day management issues, which we could have  
 16 resolved between ourselves, and I always suspected this  
 17 because of the way Mr Singh was so bullish with me,  
 18 telling me I will do this, I will do that, and he will  
 19 make sure it is enforced. Now I can see from disclosure  
 20 it is true that there were communications between  
 21 themselves which I wasn't involved in, and there were  
 22 the emails where, "Mr Singh may go native, keep an eye  
 23 on it, make sure he doesn't".  
 24 I suspected this and I was feeling very  
 25 uncomfortable. It was a joint venture store and it

118

1 should have been dealt with the joint venture people.  
 2 Q. Well, strictly, at the time, it wasn't a joint venture  
 3 store, was it, because Specsavers held the A shares  
 4 prior to that point, didn't it?  
 5 A. It did. Cristina del Grazia said to me -- when my  
 6 solicitors challenged her about my back to work  
 7 interview about it being a shared venture,  
 8 Cristina del Grazia said, "Well, it's the same as  
 9 a joint venture". The word she used -- it's run the  
 10 same. It's just an internal word they use. But then on  
 11 25 January 2008, she changed it and said it's run  
 12 totally different to how a joint venture is run.  
 13 Q. Okay. If we can move on to 1640, {E/470/1640} Mr Lunn  
 14 writes to you there and he copies in Mr Rowe and this is  
 15 on 2 September, confirming that Mr Rowe -- and he is  
 16 from the retail support team of joint ventures; correct?  
 17 A. That is correct, yes, I had asked for this meeting.  
 18 Q. He had moved his diary around so that he could meet with  
 19 you on 12 September?  
 20 A. That's correct.  
 21 Q. And he says that the objectives for the meeting are to  
 22 prepare business plans, budgets and forward thinking  
 23 objectives and offer support where required. Do you see  
 24 that?  
 25 A. That's what it says in here, yes.

119

1 Q. You don't accept that, do you?  
 2 A. No. That's what I thought the meeting was for, yes.  
 3 Q. So you are saying that that was what the meeting was  
 4 for?  
 5 A. Yes, that's what I felt it was for at that time.  
 6 Q. Your position, though, is -- if you look at  
 7 paragraph 283 of your witness statement, {B/1/634} you  
 8 are suggesting that from January 2008, Mr Lunn took  
 9 charge of orchestrating and executing the plot against  
 10 you. Is that right?  
 11 A. He was -- he had said I should be removed from the  
 12 business at that time and this was after I was querying  
 13 all these costs going through the business and wanting  
 14 the money back that Nim stole.  
 15 Q. So you are saying from January, some eight months  
 16 earlier, Mr Lunn was in fact engaged in a plot to drive  
 17 you out of the business?  
 18 A. Actually even before that, because in August 2008  
 19 there's emails there to show that he wanted to get  
 20 100 per cent of the A shares and make it into a shared  
 21 venture/group venture and then introduce another  
 22 optician into the business. So his plan was to get rid  
 23 of me.  
 24 Q. Who do you say had put Mr Lunn in charge of this plot  
 25 against you?

120

1 A. Well, Mr McAlindon, Mr Dyson. They were all in  
 2 communication with each other.  
 3 Q. So when he wrote to you in September and he says that:  
 4 {E/470/1640}  
 5 "[My] ... objectives for the meeting ... was to  
 6 prepare tangible business plans, budgets and forward  
 7 thinking objectives and to offer support where  
 8 required."  
 9 A. Yes.  
 10 Q. Do you accept that that's what he meant; that was  
 11 actually what he intended?  
 12 A. I was feeling very uncomfortable with Mr Lunn and  
 13 Mr Michael McGonagle and Mr Singh, and I felt like they  
 14 were communicating behind my back because of the way  
 15 Mr Singh was behaving with me, which a new director into  
 16 the business wouldn't behave and any existing directors  
 17 wouldn't behave with each other, and I suspected it.  
 18 And now, through disclosure, I can see they were  
 19 communicating privately. There was a sterile email, as  
 20 Mr Lunn calls it, which was different to the one that he  
 21 sent Mr Singh. And from the emails we can see that this  
 22 supports Mr Singh's agenda, instead of saying, "You two  
 23 need to work together, you are A directors of the  
 24 business, run your business together and solve your  
 25 problems".

1 21

1 Q. That was quite a long response, I'm not sure you quite  
 2 answered my question, Ms Birdi.  
 3 A. Sorry.  
 4 Q. Don't worry. What I asked you was: do you accept that  
 5 that was what he meant; that the intention was to offer  
 6 support where required?  
 7 A. No, I didn't feel that Neil Lunn was -- no, I didn't.  
 8 Q. And in fact if you look at paragraph 357 of your  
 9 statement, {B/1/82} you say that Mr Lunn was working  
 10 against you covertly. Is that right?  
 11 A. Yes.  
 12 Q. And so you are saying that in fact he was in charge of  
 13 the plot from January 2008. Is that right?  
 14 A. I wouldn't say he was in charge of it. I don't know who  
 15 was in charge of it but he was one of the people in the  
 16 chain who were intending to make my life difficult and  
 17 get me out of the business, because I was making  
 18 enquiries about what had happened to the business when  
 19 I was away and I wanted the money back into the  
 20 business.  
 21 Q. I'm sorry, can I just take you back to paragraph 283 of  
 22 your statement. {B/1/63} There, you say that Mr Lunn  
 23 took charge of orchestrating and executing the plot  
 24 against you?  
 25 A. Okay.

1 22

1 Q. Can you just explain: which is it?  
 2 A. I think it's the whole -- it's all the people concerned.  
 3 Like I said, it's Mr McAlindon from ...  
 4 Since Mr Patel was got rid of, I have not been left  
 5 alone and since I was enquiring to get all the money  
 6 back into the store, it was decided that I should go.  
 7 I mean, Mr Lunn, when he makes that comment that I'm  
 8 not suitable for the Dartford store, on 2 January, the  
 9 only thing that had happened, from me getting back into  
 10 the store and then I was off sick with my miscarriage --  
 11 the only thing that happened was I had approached  
 12 Specsavers, I wanted a co-director, a dispensing  
 13 optician co-director, and I wanted the money to go back  
 14 into the store. And what are all these expenses that  
 15 have gone through? Patrick McLaughlin. All these other  
 16 charges. I wanted explanation. I wanted Nim's money to  
 17 go back into the business that he stole. That's the  
 18 only thing that happened.  
 19 Q. By January 2008, Mr McAlindon hadn't had anything to do  
 20 with the store for over six months, had he?  
 21 A. Like I've said -- over six months?  
 22 Q. Yes.  
 23 A. So that would take to you, what, June/July?  
 24 Q. Or even earlier. The investigation was in the first  
 25 half of 2007.

1 23

1 A. If you look at disclosures, you can clearly see those  
 2 emails there where Mr McAlindon is heavily involved in  
 3 my investigation, in my disciplinary. You can see he is  
 4 involved with the Dartford store because of his email,  
 5 where he is overcharging the store, which I've referred  
 6 to many times. Also, where he's asking Mr Derek Dyson  
 7 "Let me put Nim's charges through", in October 2007. He  
 8 was always there in the background.  
 9 Q. Can I suggest to you, looking at this email of  
 10 2 September 2008, that what Mr Lunn --  
 11 A. 2 ...?  
 12 Q. 2 September -- 1640, the email we were looking at?  
 13 {E/470/1640}  
 14 A. Oh, yes.  
 15 Q. Can I suggest to you that in the email, what Mr Lunn was  
 16 trying to do was just to help with the handover process?  
 17 A. I wish that was true but if you look at the emails --  
 18 I suspected it, I couldn't say anything otherwise --  
 19 emails have shown that not to be the case.  
 20 I mean, I'm co-director of the business. Why is it  
 21 necessary to send the store a sterile email and send  
 22 Mr Singh another email on how to deal with me and record  
 23 things and go to a board meeting if necessary? It  
 24 doesn't make any sense. I'm a co-director of the  
 25 business. I had equal rights for joint communication.

1 24



1 Q. Can I take you back, please, to paragraph 13 of your  
2 witness statement. {B/1/3} You allege there:  
3 "As part of the conspiracy, Specsavers and Mr Singh  
4 had an understanding that Specsavers would give Mr Singh  
5 all the support that he needed to deal with me, and to  
6 this end, they agreed to communicate behind my back via  
7 Mr Singh's personal email address."  
8 Correct?  
9 A. That's correct.  
10 Q. Then if you could turn forward, please, to  
11 paragraph 359, {B/1/82} you suggest there that there was  
12 "a secret communication channel with Specsavers" so that  
13 they could work covertly against you. Is that right?  
14 A. I think when you look at the emails, the sterile  
15 emails -- it's one of a few, I can't give you dates of  
16 the others -- yes, I do believe that.  
17 Q. We have looked at the directors' email account before.  
18 I think the "DIR.Dartford" email address was an account  
19 which was accessible to both you and Mr Singh, wasn't  
20 it?  
21 A. That's correct.  
22 Q. Mr Singh did communicate with Specsavers from time to  
23 time using his personal email account, didn't he?  
24 A. Yes, he did.  
25 Q. That's what you refer to as the "secret communication  
1 2 5

1 channel"?  
2 A. That's right.  
3 Q. Mr Singh's evidence is that he couldn't access the  
4 directors' email account from his home. Do you accept  
5 that?  
6 A. That could possibly be true.  
7 Q. Yes.  
8 A. I'm aware that some directors can get it set up so they  
9 receive communication, but I don't know how that works.  
10 I'm no IT expert.  
11 Q. But that's his evidence. You don't dispute that  
12 evidence?  
13 A. No.  
14 Q. Mr Singh also says that he might want to seek advice  
15 from Specsavers as to how to deal with problems and  
16 obviously might not want you to see that communication?  
17 A. Yes, that's fair enough, but when the people from SOG  
18 are communicating back and saying, "I have sent  
19 a sterile email to the response because SB might see it.  
20 Please continue to use your personal address for these  
21 issues." I think --  
22 Q. So there is nothing --  
23 A. I think that's different.  
24 Q. I'm sorry?  
25 A. I think that's different.  
1 2 6

1 Q. So there is nothing intrinsically wrong with him  
2 communicating privately with Specsavers; correct?  
3 A. No, if he was seeking advice, because I would do that as  
4 well.  
5 Q. Indeed. You did precisely the same thing, didn't you?  
6 A. I did, yes.  
7 Q. So, for example, if we look at E7/1808. {E/559/1808}  
8 Keep that one there, please, E6.  
9 A. Did you say 1808?  
10 Q. Yes, please.  
11 A. Yes.  
12 Q. You can see there that's from your personal email  
13 account, isn't it?  
14 A. It is, yes.  
15 Q. To Ms del Grazia?  
16 A. That's right.  
17 Q. And you were making a complaint about Mr Singh not  
18 authorising your expenses?  
19 A. Absolutely. But if she had sent a reply back to the  
20 Dartford store, I had no objection, and the majority of  
21 time, that was the case. I have no objection because  
22 I have nothing to hide. He is my co-director. If he  
23 wants to see it, fine.  
24 Q. If you turn forward to 1815, it's another email from  
25 you, this time to Mr Rowe? {E/562/1815}  
1 2 7

1 A. Yes.  
2 Q. And you are making complaints about Mr Singh there?  
3 A. Yes.  
4 Q. And alleged conflicts of interest?  
5 A. Yes.  
6 Q. And then 1881 {E/570/1881} -- go forward -- is  
7 a response; your email is at the bottom of the page.  
8 Mr Rowe replies to your email address?  
9 A. Yes.  
10 Q. Suggesting a private meeting outside of work to discuss  
11 the issues?  
12 A. That's right.  
13 Q. So there is nothing wrong with Mr Singh communicating  
14 with Specsavers?  
15 A. No, but it's wrong for Specsavers to be communicating  
16 back and saying, "Send a sterile email to the store in  
17 case Swarandeeep sees it. Communicate from your personal  
18 email address."  
19 I can't remember the exact wording but that is  
20 wrong.  
21 Q. You also had private discussions with Specsavers from  
22 your personal email address, didn't you? We just looked  
23 at one with Mr Rowe?  
24 A. Yes, but if he wanted to send that to the store, he  
25 could send it to the store.  
1 2 8

1 Q. Mr Rowe didn't do that, did he?  
 2 A. No.  
 3 Q. He took the view that perhaps he should have a private  
 4 conversation with you away from the store?  
 5 A. Yes.  
 6 Q. Can I suggest that that's suggesting that he is trying  
 7 to resolve an issue by having a discussion with you in  
 8 which he doesn't involve Mr Singh in that discussion?  
 9 A. Okay, you can say that.  
 10 Q. Is that wrong?  
 11 A. Well, I raised the issues in February. It was a meeting  
 12 in June, but nothing got resolved. In regard to the  
 13 conflict of interest that I raised in February, it  
 14 wasn't even addressed until September. So ...  
 15 Q. We will come back to that. Can I move on.  
 16 You had a performance review meeting with Mr Rowe  
 17 and Mr Moylan on 1 September?  
 18 A. That's correct.  
 19 Q. And by this time, you were only communicating with  
 20 Mr Singh by email?  
 21 A. No, actually, in that meeting Mr Singh had said that he  
 22 was sending emails and I wasn't responding, and I, at  
 23 that time, said I didn't feel that was the best way to  
 24 communicate and Mr Rowe agreed that wasn't the best way  
 25 to communicate.

1 29

1 Q. But you were communicating between --  
 2 A. Yes, we had had a few but I said it would be better if  
 3 we actually had meetings and Mr Rowe agreed to that. He  
 4 agreed that was the way to conduct our communications.  
 5 Q. The meeting followed the agenda that Mr Lunn had sent  
 6 you on 14 August, didn't it?  
 7 A. I'm sorry, say that again?  
 8 Q. The agenda which we have just looked at, those bullet  
 9 points about a handover and a plan for the future, that  
 10 was what was discussed?  
 11 A. That's correct.  
 12 Q. At paragraph 363 of your statement, {B/1/84} you say  
 13 that Mr Rowe was setting you up for an ambush at that  
 14 meeting. Is that right?  
 15 Sorry, maybe that's unfair. It refers to:  
 16 "... an ambush they were setting up for me."  
 17 A. Mr Lunn.  
 18 Q. I see. And then you say you refer to "Head Office  
 19 acting out their plot"; is that right?  
 20 A. Yes.  
 21 Q. So are you suggesting that Mr Rowe was a part of that  
 22 plot?  
 23 A. I think Mr Rowe was doing as he was told. He was below  
 24 Mr Raines and Mr McAlindon, Mr Dyson, and he was --  
 25 well, you can see those emails there, where they are

1 30

1 saying, "Make sure Mr Singh doesn't go native with  
 2 Swarandeeep", and Mr Rowe saying, "I understand, yes,  
 3 I get what you're saying". There is a few emails there  
 4 between Mr Raines and Mike Rowe.  
 5 Q. Are you saying that Mr Rowe was part of the plot against  
 6 you?  
 7 A. Mr Rowe was following instructions, yes.  
 8 Q. And the instructions were what?  
 9 A. Make my life difficult by changing my working pattern,  
 10 by using Mr Singh as a conduit, and just make my life  
 11 unpleasant so I eventually leave, because I'm asking too  
 12 many questions and I'm not letting the issue of 2007 --  
 13 Nim stealing, monies taken -- go.  
 14 Q. Fine, so he was an active part of the plot to drive you  
 15 out of the business?  
 16 A. He was doing as he was told.  
 17 Q. What he was told to do, just to be clear, was to drive  
 18 you out of the business?  
 19 A. Yes. To break down our relationship between me and  
 20 Mr Singh, eventually to drive me out of the business.  
 21 Q. And indeed, if you look at paragraph 322 of your  
 22 statement, {B/1/71} you are talking about RST support  
 23 visits. You are talking about reading between the  
 24 lines. Where it says:  
 25 "I will then put the PSP (partner support process)

1 31

1 in place' really meant that he was going to start the  
 2 work actively to undermine the relationship between the  
 3 partners by supporting one against the other."  
 4 A. Yes, I think Mr Raines's email says it.  
 5 Q. If we can have a look at E6 -- if you keep that open --  
 6 1595. {E/446/1595}  
 7 Just before we look at that email, you said earlier  
 8 that Mr Rowe agreed you that you and Mr Singh should  
 9 have meetings to sort out problems between you? I think  
 10 you said that earlier?  
 11 A. That's correct.  
 12 Q. Are you saying that that was part of the plot?  
 13 A. I think that they knew that Mr Singh had come in and he  
 14 was going to be bullish. He was going to do whatever he  
 15 wanted to do and not think about anything else. As we  
 16 can see from the first meeting me and Mr Singh had on  
 17 31 July, "You will test and I'll make sure it's  
 18 enforced". So I think they knew from the beginning we  
 19 weren't going to get on.  
 20 Q. This is Mr Rowe. So Mr Rowe consciously suggested  
 21 meetings because he knew that this would cause problems?  
 22 A. At the time I thought he was genuine but now, looking at  
 23 everything in context, no, I don't think he was genuine.  
 24 Q. So you don't think he was genuine?  
 25 A. No.

1 32

1 Q. He was actually trying to --  
 2 A. Yes.  
 3 Q. -- drive you out of the business?  
 4 A. He was doing as he was told.  
 5 Q. And doing as he was told was to take steps to drive you  
 6 out of the business; is that right?  
 7 A. To break down our relationship and eventually I would be  
 8 driven out of the business, yes.  
 9 Q. At 1595 {E/446/1595} there is a reference there to an  
 10 email from Mr Rowe to Mr Raines. And this email, the  
 11 middle email, you comment on this in your witness  
 12 statement at 322, {B/1/71} and you say that where it  
 13 refers to "put the SPP process in place", that really  
 14 means that he -- when you say "he", that's Mr Rowe,  
 15 isn't it?  
 16 A. Where are we, please?  
 17 Q. I'm sorry, paragraph 322 of your witness statement?  
 18 A. Yes.  
 19 Q. You are referring to this email exchange and you say:  
 20 "I will then put the PSP (partner support process)  
 21 in place' really meant that he was going to start the  
 22 work actively..."  
 23 Who is the "he" there, Mr Rowe or Mr Raines?  
 24 A. I have to read the ones before so I can just get the  
 25 context of it.

133

1 Q. Sure, of course. (Pause)  
 2 A. Yes, it is Mr Rowe.  
 3 Q. Mr Rowe. You say this is a code and that the PSP  
 4 process means working actively to undermine the  
 5 relationship between the partners by supporting one  
 6 against the other. Is that right?  
 7 A. I think what they wanted to do, like Mr Raines says  
 8 earlier, about, "to make sure that Mr Singh doesn't go  
 9 native with Swarandeeep", this is all of the same  
 10 process.  
 11 Q. Can I just ask the question again. You say that this is  
 12 code and the PSP process means working: {B/1/72}  
 13 "... actively to undermine the relationship between  
 14 the partners by supporting one against the other."  
 15 That's what you say in your witness statement?  
 16 A. Yes, by closely monitoring us and making sure that  
 17 Mr Singh doesn't go "native" with me.  
 18 Q. You understand that the PSP process is shorthand for  
 19 partner support process?  
 20 A. I do, yes.  
 21 Q. And that's a standard Specsavers procedure for support  
 22 where there is a new JVP, isn't it?  
 23 A. I don't know.  
 24 Q. 367 in your witness statement -- so you do not know one  
 25 way or another?

134

1 A. I do -- I know now what it means but whether that was  
 2 what Specsavers did for all stores, I don't know.  
 3 Q. At 367, {B/1/85} again, you make the point there -- this  
 4 is slightly later in relation to the idea of Ms Morse  
 5 assisting with training -- that this was part of the:  
 6 "... strategy of getting their agents into the store  
 7 and amongst the staff to advance the plot which they  
 8 call their 'people plan'."  
 9 Is that right?  
 10 A. That's right, yes.  
 11 Q. That's in the context of another document -- perhaps we  
 12 should have a quick look at that -- at E7/1674.  
 13 {E/483/1674} Right at the front; pretty much at the  
 14 front. Do you have that?  
 15 A. I do, yes.  
 16 Q. Do you see the email there from Mr Rowe to Ms Morse?  
 17 A. Yes.  
 18 Q. And she says that:  
 19 "In the meeting he discussed the fact that no  
 20 training was happening. I suggested they call you and  
 21 get your help in kick starting the people plan."  
 22 A. Yes.  
 23 Q. You say that's part of Specsavers getting their agents  
 24 into the store to advance their plot?  
 25 A. I think they were coming in as much as possible to have

135

1 a look how me and Kam were getting on in our  
 2 relationship, because there is a later email from  
 3 Mike Rowe where he is telling Riyaz Rajan to come into  
 4 the store as much as possible to keep an eye on us.  
 5 Q. Just dealing with this point, Miss Morse was a regional  
 6 development manager for the region, for Meridian East,  
 7 wasn't she?  
 8 A. I think she was, yes.  
 9 Q. And she assists with training?  
 10 A. Yes.  
 11 Q. In paragraph 367 of your statement, you say this is  
 12 a reference to the conspiracy? {B/1/85}  
 13 A. That's correct.  
 14 Q. So are you saying that Ms Morse is also a party to the  
 15 conspiracy as well?  
 16 A. I don't believe -- I don't believe she was, but I think  
 17 she was told to keep an eye on our relationship. She  
 18 was just doing as she was told.  
 19 Q. I see; she was an unknowing participant in the plot?  
 20 A. I don't think she had malicious intent.  
 21 Q. Can I suggest that the people plan merely refers to  
 22 a plan to develop and motivate staff to achieve goals  
 23 for the year?  
 24 A. Okay.  
 25 Q. Would you accept that that's what it means?

136

1 A. That's what I would have thought it would have meant,  
2 yes.  
3 Q. But you are saying that it's code for a conspiracy?  
4 A. I think all these people coming to the store were  
5 basically to look how me and Kam were getting on and  
6 making sure we weren't going native. I don't think  
7 Clare Morse was an active participant in it, but she was  
8 certainly told to -- I believe she was told to look at  
9 out how our relationship was and to report back, but  
10 I don't think she had any malicious intent.  
11 Q. And if we look at 1758, this is an email from her to  
12 Mr Rowe and she reports there on a visit to the store?  
13 {E/528/1758}  
14 A. Yes.  
15 Q. Do you see that?  
16 A. I do, yes.  
17 Q. And then in the penultimate line she refers to:  
18 "The visit focused on trying to get training back on  
19 track and CX loyalty."  
20 I think that's customer loyalty, isn't it?  
21 A. It is, yes.  
22 Q. And then she refers to:  
23 "Kam highlighted conversions ..."  
24 And then:  
25 "On numerous occasions Kam and Swarandeep began

137

1 arguing over various points. Neither would accept the  
2 other's opinion or were willing to compromise."  
3 A. Yes.  
4 Q. That's a fairly neutral assessment by her, isn't it?  
5 A. Yes. Like I said, I don't think she had any malicious  
6 intent.  
7 Q. Can I suggest that the reference to the people plan was  
8 to a straightforward offer to provide some staff  
9 training in response to an issue that you yourselves had  
10 raised, that there wasn't any training for staff?  
11 A. Okay, you can suggest that.  
12 Q. Can I suggest that that's the truth?  
13 A. I'm not sure whether it is.  
14 Q. That's what Mr Raines's position is, his evidence as to  
15 the reference to the people plan. Do you accept that or  
16 do you not?  
17 A. Clare Morse, she did come in, like I said, without any  
18 malicious intent, but I think these people were all sent  
19 in to look how me and Kam were getting on because  
20 Mr Raines had specifically said, "Make sure Mr Singh  
21 does not go native with Swarandeep".  
22 Q. So is your position that when Mr Rowe met you on 12  
23 September, he had already determined, and was following  
24 instructions, to take steps which would eventually lead  
25 to you being driven out of the business?

138

1 A. I think he was taking steps to make sure that Mr Singh  
2 did not go native with me.  
3 Q. Could you just answer my question, please. So are you  
4 saying that he was, from the outset, taking steps --  
5 following instructions to take steps which would  
6 eventually lead to you being driven out of the business?  
7 A. Yes, he was taking steps, yes, to monitor me and  
8 Mr Singh. He was doing as he was told, monitoring our  
9 relationship, and eventually it was to take me out of  
10 the business.  
11 Q. I think, Ms Birdi, you are not saying he was just there  
12 to monitor your relationship; you are saying that he was  
13 to take positive steps to ensure that you eventually  
14 were driven out of the business. I think that's what  
15 you said earlier?  
16 A. Yes.  
17 Q. Can I suggest to you that that's not the case? Mr Rowe  
18 was just trying to do his job of trying to provide  
19 retail and commercial support to the store?  
20 A. No, I disagree.  
21 Q. Can I also suggest to you that he was trying to help to  
22 resolve differences between you and Mr Singh for the  
23 benefit of the business?  
24 A. It would have been wonderful if he had, but I disagree.  
25 Q. And your position is that Specsavers was taking

139

1 conscious steps to encourage Mr Singh in harassment and  
2 bullying of you. Is that right?  
3 A. Yes.  
4 Q. And that includes that -- Mr Raines was also taking  
5 those steps. Is that right?  
6 A. Yes.  
7 Q. You are saying that he was intentionally working from  
8 the outset to force you out of the business?  
9 A. Yes, I do believe so.  
10 Q. Can I suggest to you that that's not the case, Ms Birdi;  
11 that there was no such malicious plan on his part?  
12 A. I disagree.  
13 Q. And can I suggest to you that he wasn't improperly  
14 working towards pushing you out of the business at this  
15 stage, or at all?  
16 A. I disagree with you.  
17 Q. Could you take up E7, please. Do you have that?  
18 A. I do, yes.  
19 Q. At 1676, please, {E/484.1/1676} Mr Rowe sent you  
20 a letter, in fact on 16 September, after the meeting  
21 that you had had on the 12th?  
22 A. That's how it's dated, yes.  
23 Q. Yes. That was in relation to what had been discussed at  
24 the meeting, so it's four days after the meeting;  
25 correct?

140

1 A. That's correct, but I don't recall seeing this at that  
2 time.  
3 Q. So you are saying you didn't receive the letter?  
4 A. I don't recall seeing this at that time, no.  
5 Q. When you say you don't recall, does that mean --  
6 A. No, I don't -- I had to ask Mr Moore or Mr Kidd for  
7 a copy of the letter in September.  
8 Q. So just to break this down, are you saying you don't  
9 recall one way or another, or are you saying you  
10 definitely didn't receive it?  
11 A. To be honest with you, I can't recall seeing this letter  
12 before it was sent to me by Mr Kidd or Mr Moore  
13 in September.  
14 Q. September when?  
15 A. September 2009.  
16 Q. So when you say -- sorry, just to focus in on this --  
17 you say you don't remember seeing it?  
18 A. No, I don't remember seeing it.  
19 Q. Fine. Does that mean you are saying positively that you  
20 didn't receive it, or you don't recall one way or  
21 another?  
22 A. I don't remember seeing it. I can't say 100 per cent  
23 I didn't see it, but I would have thought I would have  
24 remembered if I did see it.  
25 Q. Well, firstly, Mr Rowe's evidence is that he did send

141

1 you the letter?  
2 A. Yes, I have read that.  
3 Q. Do you have reason to disbelieve that, or you just don't  
4 remember one way or the other?  
5 A. No, I don't recall seeing this letter. That's why  
6 I requested it from --  
7 Q. Okay. 1675. You see that he certainly sent a copy; he  
8 says: {E/484/1675}  
9 "I have attached a copy of the letter sent to them  
10 confirming details for background."  
11 A. Yes.  
12 Q. So on the same day, he sends a letter to Mr Raines  
13 confirming that he has sent a copy to you?  
14 A. Yes, I can see that.  
15 Q. Do you have reason to believe that that's not true?  
16 A. No, it's an email, so it must be -- to Mr Raines.  
17 Q. But when he says:  
18 "I have attached a copy of the letter sent to  
19 them..."  
20 You don't have reason to believe that he is not  
21 telling the truth there?  
22 A. No.  
23 Q. Okay. So let's have a look at the letter. Sorry, just  
24 to go back, there is a copy at page 319.  
25 A. Yes.

142

1 Q. That's from your disclosure?  
2 A. Where, sorry?  
3 Q. I'm sorry, 319 -- sorry, 1672. I'm sorry. {E/482/1672}  
4 A. That's right, yes.  
5 Q. That's from your disclosure?  
6 A. It is, yes.  
7 Q. Are you saying that that's a copy you received later?  
8 A. I'm not sure when I received that. When I did  
9 disclosures and I saw that, I was -- I don't know where  
10 that has come from and I actually said this has got  
11 Mike Rowe's signature on it but I don't recall seeing  
12 that letter.  
13 Q. But it's from your disclosure?  
14 A. It is from my disclosure, yes.  
15 Q. The letter is missing a second page. Do you see that?  
16 On this copy of it?  
17 A. Oh, right, okay.  
18 Q. Is that something you are aware of or not?  
19 A. No, I wasn't.  
20 Q. You see, if you look at the bottom page, it says:  
21 "And make ..."  
22 And then if you go over the page, it jumps from  
23 point 1 to point 4?  
24 A. Right, okay, I wasn't aware of that.  
25 Q. Are you saying you don't have any recollection of this

143

1 at the time?  
2 A. No.  
3 Q. If you look, in fact, at the fourth -- on the summary of  
4 actions on 1673?  
5 A. That's right.  
6 Q. Summary of actions includes:  
7 "Swarandeeep to move to 4 day testing..."  
8 A. That's correct.  
9 Q. But you don't have any recollection either way?  
10 A. No, I remember that being discussed in the meeting but  
11 it wasn't as it's stated here.  
12 Q. Okay. Let's have a look at the full version of the  
13 document, 1676, which, as Mr Rowe says, he had sent to  
14 you? {E/484.1/1676}  
15 A. Okay.  
16 Q. First he says:  
17 "I would like to thank you both for your frank and  
18 honest approach to the meeting and the positive attitude  
19 you took to discussing some of the more contentious  
20 issues. We covered a lot in [the meeting] and I believe  
21 made progress along the path of making Specsavers in  
22 Dartford and the partnership relationship a success."  
23 Are you saying he wasn't being genuine in saying  
24 that?  
25 A. He knew what he had to do. He was told by Mr Raines,

144

1 "to make sure Mr Singh doesn't go native".  
 2 What's written on paper is very different to when  
 3 you actually look at everything together. You know,  
 4 anybody can write anything on paper but you have to look  
 5 at the whole situation.  
 6 Q. I'm not sure you quite answered my question again. Are  
 7 you saying that he wasn't being genuine in saying that?  
 8 A. I don't think he was being genuine, no.  
 9 Q. Okay.  
 10 A. At the time, I thought he was being genuine.  
 11 Q. Point 2 on 1677, he says: {E/484.1/1677}  
 12 "Both of you gave Alan and myself a brief update on  
 13 the Dartford's store performance and then a break down  
 14 of threats and opportunities facing the store. We  
 15 discussed these and all agreed that with the right  
 16 actions and determination Dartford could be a very  
 17 successful practice. During this discussion Kam raised  
 18 the issue of the clinic structures and the number of  
 19 days Swarandeeep tests. After a detailed discussion  
 20 Swarandeeep confirmed that she would move from three and  
 21 a half days' testing to a full four days' testing.  
 22 Swarandeeep did confirm that she wished to have one full  
 23 day out of the test room to keep up to date ... This was  
 24 agreed by all parties."  
 25 A. Okay.

145

1 Q. So that's his account of what happened. Are you saying  
 2 that that's incorrect?  
 3 A. That is incorrect because I said I will test four days  
 4 while the store was in TAPS. I would not have ever  
 5 committed to four full days forever and a day.  
 6 Also, as you can appreciate when you are in  
 7 a business, when you say four full days, if something  
 8 came up within the business, as a director, I would have  
 9 to deal with it. So, again, it would depend on my  
 10 directorial duties.  
 11 Q. Mr Rowe's position is that there was no discussion about  
 12 this being a temporary measure, nor did you suggest that  
 13 the matter would be discussed at future meetings.  
 14 Are you saying that's incorrect; you did say that?  
 15 A. I'm saying Mr Rowe is incorrect in his notes,  
 16 absolutely.  
 17 Q. Could you answer my question, please? Mr Rowe's  
 18 position is that there was no discussion about this  
 19 being a temporary measure and nor did you suggest that  
 20 the matter would be discussed at future meetings. Are  
 21 you saying that he is incorrect in that?  
 22 A. Say it to me once again?  
 23 Q. Let me break it down. Mr Rowe's position is that there  
 24 was no discussion about this being a temporary measure?  
 25 A. There was a discussion about it being a temporary

146

1 measure, so he is wrong.  
 2 Q. And you have got a specific recollection of that?  
 3 A. I have, absolutely. I can't be held to be told that you  
 4 are on a final warning and then be stuck in a test room  
 5 four full days forever and a day and not being aware of  
 6 what's happening in the business. I've made it very  
 7 clear that I will test between nought to five days  
 8 depending on the needs of the business and my  
 9 directorial duties. I would not have committed to four  
 10 full days testing forever and a day. It's just not  
 11 something I would have done.  
 12 Q. When you say "would not have done", are you saying you  
 13 are reconstructing that, or do you actually remember the  
 14 meeting?  
 15 A. No, I remember the meeting.  
 16 Q. So despite the fact there is no element of  
 17 conditionality or future review in his letter and that  
 18 Mr Rowe's evidence is that there was no discussion about  
 19 this being temporary, you are saying that that's wrong?  
 20 A. I would just like to say: what is there to review? I'm  
 21 a director at the business. I'm responsible for  
 22 day-to-day management. It doesn't say anywhere in my  
 23 contract that I have to test five days, four days, three  
 24 days, two days, one day, zero days. I will do what  
 25 I feel is in the best interests of the business. If

147

1 I test nought days or five days, it will depend on the  
 2 needs of the business and my directorial duties.  
 3 Q. I'm not asking about what you feel, Ms Birdi; I'm asking  
 4 about what was discussed during the meeting.  
 5 A. No, it wasn't said that I would test four full days  
 6 forever and a day. Mr Rowe has not made that accurate  
 7 and in subsequent meetings when notes were sent out,  
 8 I told him to amend his meeting notes because I realised  
 9 how heavily Specsavers were relying on these notes.  
 10 Q. And you are saying that you expressly stated that this  
 11 was only a temporary agreement?  
 12 A. I said it's while the store is in TAPS. So, it was,  
 13 yes, a temporary arrangement.  
 14 Q. I suggest to you that that's not the case; it's not  
 15 reflected in this letter and Mr Rowe's recollection is  
 16 that there was no element of conditionality about your  
 17 agreement?  
 18 A. Well, he is absolutely incorrect and he has used exactly  
 19 the same modus operandi in the Uckfield store when he  
 20 said, "Open Sundays, it's only a temporary measure. If  
 21 you don't like it, you don't have to do it."  
 22 And then in the end, it had to become a permanent  
 23 measure.  
 24 Q. Ms Birdi, there is no evidence in these proceedings in  
 25 relation to what happened in Uckfield, is there?

148

1 A. But it is his modus operandi, which I learned later,  
 2 after I had done my witness statement.  
 3 Q. There followed a further meeting on 18 September with  
 4 Mr Singh, didn't there?  
 5 A. There did, yes.  
 6 Q. If you turn to E7/1690, {E/490/1690} -- you didn't  
 7 challenge this letter at the time, did you?  
 8 A. I don't remember seeing the letter. And even if I had  
 9 seen the letter at that time, I wouldn't have really  
 10 taken that much notice of it. For me it was just  
 11 like -- just a review of the meeting. It's only now --  
 12 Q. Your evidence to his Lordship is that his account of the  
 13 meeting as set out in this letter is incorrect?  
 14 A. It is, yes.  
 15 Q. At 1690 are some notes prepared by Mr Singh of a meeting  
 16 with you on 18 September? {E/490/1690}  
 17 A. That's correct.  
 18 Q. And at the bottom of page 1690 he records:  
 19 "SB to go to four full days of testing from  
 20 5 October."  
 21 A. That's correct, but again, these are -- these notes were  
 22 made by Mr Singh after we had our meeting. It wasn't  
 23 discussed with me. I sent him an email in the evening,  
 24 the day before these notes were made, to say, "Look, you  
 25 must understand, if I have got things to do, we will get

1 a locum booked in". So the same principle. My testing  
 2 will depend on the needs of the business and my  
 3 directorial duties. So these are Mr Singh's version of  
 4 notes.  
 5 Q. And the reference to four full days testing is  
 6 consistent with what Mr Rowe had said in his letter of  
 7 16 September?  
 8 A. Of course it is, yes.  
 9 Q. In fact, Mr Rowe at the meeting on the 12th wasn't  
 10 blindly supporting Mr Singh, was he?  
 11 A. No, he wasn't.  
 12 Q. Because Mr Singh wanted you to test five days a week,  
 13 didn't he?  
 14 A. What I can see from disclosure, yes. I don't remember  
 15 that actually being mentioned in that meeting. It may  
 16 have been.  
 17 Q. I think Mr Rowe's evidence is that that was what was  
 18 discussed at the meeting and, in fact, it was Mr Rowe  
 19 who proposed the compromise solution of four days  
 20 a week?  
 21 A. Okay, if you say.  
 22 Q. You say, "If you say" --  
 23 A. If you say so.  
 24 Q. -- I'm asking you about your recollection of the meeting  
 25 of the 12th?

1 A. Mr Singh obviously wanted me to test five days, that's  
 2 clear, and you can see that even before he joined the  
 3 store, he was saying I need to test five days a week.  
 4 So, yes.  
 5 Q. I'm not asking you about emails, Ms Birdi. I'm asking  
 6 you about your recollection of what was discussed with  
 7 Mr Rowe on the 12th?  
 8 A. What was discussed -- what I recall was that I said  
 9 I would test four days a week while the store is in  
 10 TAPS. It was a temporary measure and the store came out  
 11 of TAPS in November.  
 12 Q. Do you recall Mr Rowe proposing a compromise of four  
 13 days a week at that meeting, as opposed to five?  
 14 A. Maybe he did.  
 15 Q. Are you saying you don't really remember one way or  
 16 another?  
 17 A. I know Mr Singh had said that he wanted me to test five  
 18 days, so I'll say, yes, okay.  
 19 Q. Well, no, I am not asking you to reconstruct, Ms Birdi.  
 20 I am asking for your recollection of the meeting. Is  
 21 the position that you don't remember one way or the  
 22 another?  
 23 A. All I remember is that I said I would go to four days'  
 24 testing while the business was in TAPS. I do remember  
 25 that.

1 Q. But you don't remember anything else?  
 2 A. I remember discussing the performance of the store.  
 3 I remember discussing that the business was doing well.  
 4 Q. But you don't remember the idea of this being floated as  
 5 a compromise?  
 6 A. No, I don't.  
 7 Q. Are you saying it didn't happen, or you just don't  
 8 remember one way or another?  
 9 A. I don't remember.  
 10 Q. One way or another?  
 11 A. It may have happened. I would have thought it probably  
 12 would have happened because Mr Singh want me to test  
 13 five days.  
 14 Q. But that's your reconstruction, rather than your  
 15 recollection?  
 16 A. That's my reconstruction, yes. The only thing  
 17 I specifically remember is that, and then discussing the  
 18 performance of the business.  
 19 Q. In relation to 1690, you followed that up with an email  
 20 at 1693, {E/491/1693} and you said:  
 21 "... you have kindly typed the notes up but they  
 22 should have been verified as set action plans by me  
 23 first ..."  
 24 And so on. Is that right?  
 25 A. That's correct, yes.

1 Q. But you don't specifically go back, saying anything in  
2 relation to the agreement for four days' testing, do  
3 you?  
4 A. No, I don't, but the day before Mr Singh constructed  
5 these meeting notes, I sent an email to make sure  
6 Mr Singh understood that if I needed to get a locum in  
7 because I had other things to do, he was happy with  
8 that, because what happened, he wanted to go -- he want  
9 to take out the triple clinic we had on a Wednesday and  
10 I wanted to keep it as a triple clinic, but he wanted to  
11 put it as a double clinic. I said, well, if I have got  
12 things to do, it would mean that I would have to get  
13 a locum booked in to cover my clinic. So then he sent  
14 these meeting notes out.  
15 Q. Can I suggest to you that you did in fact agree to four  
16 days' testing at the meeting with Mr Rowe on  
17 12 September?  
18 A. I did, while the store was in TAPS.  
19 Q. And can I also put to you that your agreement was not  
20 stated to be conditional in any way?  
21 A. Yes, it was.  
22 Q. Can I also put it to you that that was a point which was  
23 agreed and repeated at the meeting with Mr Singh a few  
24 days later?  
25 A. No, I don't agree with you there.

153

1 Q. Are you saying that on the 18th, you also said that your  
2 agreement was conditional or limited in time?  
3 A. I did. I sent an email to Mr Singh that evening to say,  
4 "Look, if I am testing four days, if I have got other  
5 things to do, I will get a locum in. Please agree that  
6 you are happy with this before you take any action."  
7 Q. There was a subsequent email, E7/1769 {E/536/1769} which  
8 you were copied in on, and he refers there at the top:  
9 "I am finding that we are still having issues with  
10 your commitment to four days' testing. You have agreed  
11 to test four full days a week, this was agreed in the  
12 presence of Mike Rowe and Alan Moylan."  
13 Do you see that?  
14 A. I do see that, yes.  
15 Q. You didn't respond to that email saying, "I didn't agree  
16 that", or, "It was conditional"?  
17 A. I told him specifically. It was said in the meeting.  
18 I told Mr Singh repeatedly that it would depend on the  
19 needs of the business. This is the -- they say the same  
20 thing, even in the board meetings: you agreed to test  
21 four full days forever and a day. I would never have  
22 done that.  
23 Q. Just to answer my question, you didn't reply to that  
24 email saying, "That's not the terms of my agreement"?  
25 A. No, I didn't. I don't think I did, anyway.

154

1 Q. Could you keep E7 there, but if you could have E8,  
2 please, as well.  
3 E8/1996. {E/645.1/1996} Do you have that?  
4 A. I have, yes.  
5 Q. This is a copy of a letter which was sent to you  
6 following a partner meeting which took place  
7 in December 2008, 16 December?  
8 A. That's correct.  
9 Q. Do you remember -- you received that letter?  
10 A. I did, yes.  
11 Q. This focuses on the point that Mr Rowe was trying to  
12 help you both improve communications and to work to  
13 resolve disputes with a view to making the relationship  
14 work. Is that right?  
15 A. Yes. I called for this meeting because we had had  
16 a staff member walk out and I was very concerned because  
17 of Mr Singh's behaviour towards him.  
18 Q. Are you saying that Mr Rowe wasn't genuinely seeking to  
19 improve communications between you?  
20 A. He was keeping an eye, to make sure Mr Singh didn't go  
21 native with me. So he was like keeping an eye on the  
22 pulse point on our relationship.  
23 Q. Can I ask the question again. You are saying Mr Rowe  
24 wasn't genuinely seeking to improve communications  
25 between you?

155

1 A. No, I don't think -- the ulterior motive was not for us  
2 to get on.  
3 Q. Mr Rowe's position is that although it wasn't the  
4 subject of the letter, your commitment to test on four  
5 days a week was also discussed at that meeting?  
6 A. No, it wasn't.  
7 Q. Are you saying it definitely wasn't, or you don't  
8 remember one way or the other?  
9 A. No, it wasn't -- the four days' testing wasn't  
10 discussed, no.  
11 Q. So he is wrong about that?  
12 A. Yes.  
13 Q. And he also says that you gave no indication that you  
14 didn't intend to uphold the agreement reached on  
15 12 September?  
16 A. No, because if he had brought that up, I would have told  
17 him that he is actually incorrect in saying that,  
18 because I said while it was in TAPS.  
19 Q. I suggest to you that that is what happened; it was  
20 discussed and you gave no indication that you weren't  
21 going to agree to carry on that agreement?  
22 A. No. The only thing that was discussed that day, as  
23 regards to testing, was that he had said that Mr Singh  
24 wouldn't be testing. That's as far as I can recall.  
25 Q. Do you have a good recollection of the meeting or --

156



1 it's a long time ago?  
 2 A. Yes. The main thing I remember from that was we were  
 3 discussing our relationship and how Mr Singh was  
 4 communicating and myself, and how staff were walking  
 5 out, long-term staff, and how we needed to sort of  
 6 communicate better and with the staff and also that Kam  
 7 was not to test four days -- not to test. They are the  
 8 main things I remember from that meeting.  
 9 Q. But there may have been other things discussed at the  
 10 meeting?  
 11 A. Definitely four days' testing wasn't because if that  
 12 was, and I was aware that that's what Mr Rowe thought,  
 13 that I had to test four full days, I would have  
 14 corrected him.  
 15 Q. You say "would". Is that you reconstructing?  
 16 A. No. If he had said that to me, I would have corrected  
 17 him.  
 18 Q. But you don't have a recollection of the discussion, or  
 19 are you saying it definitely didn't happen?  
 20 A. No, that didn't happen. I would have remembered that  
 21 because I would have corrected him on that.  
 22 Q. Okay. Can we move back to E7, please, page 1815.  
 23 {E/562/1815} Moving on in time to March 2009. You sent  
 24 an email to Mr Rowe on 16 March?  
 25 A. That's correct.

157

1 Q. And you are making a number of complaints about  
 2 Mr Singh?  
 3 A. That's right.  
 4 Q. That was from your private email?  
 5 A. That's correct.  
 6 Q. You wouldn't have wanted to send that email from the  
 7 directors' email account, would you?  
 8 A. I guess not but this was after -- this was really late  
 9 at night this was sent anyway.  
 10 Q. I see. You didn't have access to the directors' email  
 11 account at home?  
 12 A. No, I didn't, no.  
 13 Q. Okay. And the complaints were in relation to him using  
 14 his mobile phone on the shop floor and in relation to  
 15 him working -- you said working on Sundays at the Grays  
 16 store where his wife was a JVP on maternity leave. Is  
 17 that right?  
 18 A. Testing at the Grays store, yes.  
 19 Q. Yes, on the Sunday. That's paragraph 2.  
 20 A. That wasn't on a Sunday. The day he was down at Grays  
 21 was a Monday, so it wasn't just Sundays.  
 22 Q. The allegation -- oh, I see. The allegation you were  
 23 making --  
 24 A. That he was testing at Grays when he was refusing to  
 25 test at Dartford.

158

1 Q. Yes, on the Sunday. He regularly works on a Sunday at  
 2 the Grays store?  
 3 A. Yes, but I wasn't complaining about the Sundays. I was  
 4 complaining in general that he was working at the Grays  
 5 store and testing, when he was refusing to test at  
 6 Dartford.  
 7 Q. Okay. Mr Rowe replied at 1881, apologising for not  
 8 getting back to you. {E/570/1881} We have looked at  
 9 this. He suggested talking outside of work to discuss  
 10 your concerns?  
 11 A. Yes.  
 12 Q. And you don't believe that Mr Rowe actually had any  
 13 genuine interest in resolving your concerns, do you?  
 14 A. At the time I thought he did have, but --  
 15 Q. You don't now?  
 16 A. No, not when you look at the whole picture together.  
 17 Q. So if you look at your witness statement -- do you have  
 18 that still to hand, paragraph 382?  
 19 A. I do, yes.  
 20 Q. You say there: {B/1/88}  
 21 "... it is now clear to me that all they were doing  
 22 was simply getting me to reveal to them how much  
 23 I knew."  
 24 Is that right?  
 25 A. That's correct.

159

1 Q. Who is the "they"?  
 2 A. Specsavers.  
 3 Q. Which people?  
 4 A. I don't know on that one, but I would presume the same  
 5 people because when I sent my letter on 2 February,  
 6 straight away Mr Rowe sent an email to Susannah Hart at  
 7 Specsavers and said, "I think Kam's playing silly  
 8 buggers and is testing at Grays and Swarandeeep thinks  
 9 it's a conflict". And he is asking her, "Where do we  
 10 stand on this position?"  
 11 Specsavers haven't disclosed her response.  
 12 Q. You are saying certainly Mr Rowe was trying to get you  
 13 to reveal how much you knew?  
 14 A. I think people were telling him to find out the  
 15 information I knew.  
 16 Q. So, firstly, it's Mr Rowe. Is that right? Do you  
 17 accept that?  
 18 A. Mr Rowe was following an instruction, yes.  
 19 Q. To find out how much you knew?  
 20 A. That's right.  
 21 Q. And that this is to be passed on to other people; is  
 22 that right?  
 23 A. Well, I'm sure other people were aware of it and nobody  
 24 was responding back to me.  
 25 Q. I'm just trying to deal with who "they" is, Ms Birdi.

160

1 So, it's Mr Rowe?  
 2 A. Yes.  
 3 Q. Who else do you say is "they"? Which individuals?  
 4 A. So you are asking me to speculate now?  
 5 Q. No, it's your witness statement. You say that "they"  
 6 were doing something. I'm just trying to understand who  
 7 you say "they" is?  
 8 A. Well, from disclosure I can see now that -- you are  
 9 asking me to speculate. I know Robin Vernieux was aware  
 10 of it because he was asking if Mr Singh was still doing  
 11 testing at Grays in August. I suppose it would be the  
 12 same guys.  
 13 Q. So Mr Dyson?  
 14 A. Mr Dyson.  
 15 Q. Mr Raines?  
 16 A. Mr Raines.  
 17 Q. Mr Rowe?  
 18 A. I'm sure Neil Lunn would have known as well.  
 19 Q. Mr Lunn?  
 20 A. Yes.  
 21 Q. Mr McAlindon?  
 22 A. I'm sure Mr McAlindon was definitely involved in it, was  
 23 aware of what was happening. There was a clear conflict  
 24 of interest and it should have been dealt with  
 25 appropriately but it was ignored. Nothing wrong; he has

161

1 done nothing wrong.  
 2 Q. Mrs Perkins, Mary Perkins?  
 3 A. I don't think she would have been aware of it.  
 4 Q. Mr Perkins?  
 5 A. Mr John Perkins?  
 6 Q. Yes.  
 7 A. I'm not sure if Mr Perkins would have been aware of it.  
 8 I'm not sure. I can't speculate on that side.  
 9 Q. Okay.  
 10 You met with Mr Rowe on 2 June to discuss your  
 11 concerns?  
 12 A. I did, yes.  
 13 Q. And at E7/1901 are his notes, typed notes of the  
 14 meeting, typed-up notes. {E/579/1901} You explained  
 15 your concerns to him, didn't you?  
 16 A. I did, yes and my typed notes are on 1903, {E/580/1903}  
 17 which were made after the meeting, sort of a day or two  
 18 after the meeting or very soon after.  
 19 Q. I see. Your position is that this was a tactic by him  
 20 to advance the plot against you?  
 21 A. To find out what I knew and what my complaints were.  
 22 Like in my grievance, like Alan Goddon said, "We flushed  
 23 out most of her complaints". That's the comment he  
 24 made --  
 25 Q. There is nothing wrong, if you were upset about

162

1 something, finding out what you were complaining about?  
 2 A. That's fine.  
 3 Q. There is nothing wrong with that, is there?  
 4 A. No, there's not.  
 5 Q. You are not saying that was his purpose, are you?  
 6 A. No, I don't believe it was.  
 7 Q. You are saying his purpose was to find out that  
 8 information as part of the tactic to advance the plot  
 9 against you?  
 10 A. That's correct, yes.  
 11 Q. Can I suggest to you that that's not the case. This was  
 12 just Mr Rowe trying to understand your concerns and to  
 13 diffuse difficulties between you and Mr Singh.  
 14 A. Okay.  
 15 Q. Would you accept that?  
 16 A. I don't accept that, no, because he was -- Mr Rowe's  
 17 notes aren't actually accurate and I believe he made  
 18 this at the end of July 2009 and my notes were made  
 19 after the -- soon after the meeting. And on the issues  
 20 I raised, I was told that he would come back to me  
 21 regarding the conflicts of interest but he never did,  
 22 despite me chasing it repeatedly.  
 23 Q. Quite apart from the issue as to when precisely your  
 24 notes or his notes were made up, the reality is that  
 25 this was what you were discussing. You were discussing

163

1 the issue of an alleged conflict of interest, use of the  
 2 phone, and equalisation of benefits. Isn't that right?  
 3 A. Yes, we were discussing the DO rotas; we were discussing  
 4 clinics running late; best practice; obviously salary,  
 5 bonuses, expenses.  
 6 Q. Wasn't that just him trying to find out what your  
 7 concerns were, to understand your concerns with a view  
 8 of trying to make the relationship work with you and  
 9 Mr Singh?  
 10 A. I wished it was but I don't believe it was. I think he  
 11 was doing as he was told to find out information.  
 12 Q. Mr Rowe also met with Mr Singh, didn't he?  
 13 A. Yes, he did.  
 14 Q. That was on 14 July?  
 15 A. Yes, he did.  
 16 Q. Obviously, you weren't at that meeting, were you?  
 17 A. No, it was supposed to be a joint meeting and I was  
 18 repeatedly chasing up the meeting and I wasn't told  
 19 until the evening of the day before that the meeting  
 20 wasn't going ahead because Mr Singh had organised it to  
 21 be a one-to-one with him.  
 22 Q. There were some issues about the timings of the  
 23 meetings, but didn't he tell that you he would meet  
 24 separately with Mr Singh as well?  
 25 A. No. At the end of the meeting on 2 June, he said that

164

1 there were certain issues regarding salary package  
 2 et cetera and he said he would go back to head office  
 3 and find out, but it may be that I have to equalise  
 4 monies with him, but he will come back and have a joint  
 5 meeting with both of us.  
 6 I don't have an issue with him having a one-to-one  
 7 with Mr Singh, but it would have been nice to have been  
 8 told -- sort of given more notice than the night before  
 9 at 7 o'clock or whatever -- that we are not having  
 10 a joint meeting.  
 11 Q. If you look at 1961, {E/624/1961} Mr Rowe told you that  
 12 he was going to have a one-to-one with Mr Singh, didn't  
 13 he?  
 14 A. Yes. Like I said, that was 7.30 the night before and  
 15 I had been chasing him all during the day to say, "Are  
 16 we having a meeting?" and at the same time, Mr Singh was  
 17 organising his one-to-one. So I don't have any issue  
 18 with him having a meeting with him at all. If we could  
 19 have resolved the issues, it would have been wonderful.  
 20 Q. Okay. So you don't have -- he had a one-to-one with  
 21 you, Mr Rowe?  
 22 A. That's right.  
 23 Q. You don't have an objection to the fact that he had  
 24 a one-to-one with Mr Singh either?  
 25 A. No.

165

1 Q. If there had been some difficulties in making the  
 2 arrangements with Mr Singh, that's just the way it was.  
 3 You do not object to that either?  
 4 A. No, but it would have been nice for him to give me more  
 5 notice.  
 6 Q. That's an issue of courtesy but there is nothing  
 7 improper about that, is there?  
 8 A. No.  
 9 Q. At E8, page 1976, {E/633/1976} Mr Singh lodged a formal  
 10 complaint and grievance against you on 23 July, didn't  
 11 he?  
 12 A. Yes.  
 13 Q. And it covered the failure to authorise the equalisation  
 14 of benefits. Do you see the headings? {E/633.1/1977}  
 15 A. I do.  
 16 Q. Failure to approve his pension scheme?  
 17 A. Yes.  
 18 Q. He said that he had approved your expenses but you were  
 19 refusing to approve his; that was the allegation?  
 20 A. Yes.  
 21 Q. He referred to the agreement with Mr Rowe and Mr Moylan  
 22 about testing, which was not being honoured, he said.  
 23 Correct?  
 24 A. That's the allegation.  
 25 Q. That's the allegation. An issue about an NHS overclaim

166

1 and an issue about supervision of a trainee optometrist?  
 2 A. That's correct.  
 3 Q. There was a board meeting convened for 20 August, if you  
 4 turn on to E8/2048? {E/662/2048}  
 5 A. Yes.  
 6 Q. The agenda is at 2049? {E/662/2049}  
 7 A. Yes.  
 8 Q. And that covers some of the issues and some others as  
 9 well. 6, equalisation distribution of profits; roles  
 10 and responsibilities is 7, and then NHS audit at 8.  
 11 A. Yes.  
 12 Q. Do you see that?  
 13 A. Yes.  
 14 Q. And it's dated 12 August at the bottom of page 2049.  
 15 A. That's right, yes. That came with this letter of  
 16 4 August.  
 17 Q. Yes, absolutely. So it suggests that the notice  
 18 obviously can't have been before the 12th because that's  
 19 when it's dated?  
 20 A. That's right. I received it on the 14th.  
 21 Q. Yes. Well, in fact, you say in your witness statement  
 22 that you faxed -- if we could move on to -- let's see,  
 23 2062. {E/668/2062} You submitted a grievance as well,  
 24 didn't you?  
 25 A. I did, yes.

167

1 Q. That's at 2062?  
 2 A. That's correct.  
 3 Q. And you faxed that to Specsavers at 7.50 pm on 1 August?  
 4 A. That's correct.  
 5 Q. And that's at paragraph 429, I think, of your witness  
 6 statement? {B/1/99}  
 7 A. That's right.  
 8 Q. If you look at the top of the page, that's your fax  
 9 header, isn't it? {E/668/2062}  
 10 A. What do you mean, that's my fax header?  
 11 Q. Well, the time, the 17.50, which you have referred to in  
 12 your witness statement -- perhaps it would assist. Do  
 13 you have 429? {B/1/99}  
 14 MR JUSTICE NUGEE: Do you mean paragraph 429?  
 15 MR POTTS: Sorry, paragraph 429. I'm sorry, my Lord, yes:  
 16 "I submitted my formal grievance by fax at 17.50 on  
 17 13 August."  
 18 MR JUSTICE NUGEE: I think it's actually 19.50.  
 19 MR POTTS: Sorry, 19.50. 7.50 pm.  
 20 A. Yes.  
 21 Q. So looking at the document in E8, that's you faxing it  
 22 at 7.50 pm; is that right?  
 23 A. I think my husband might have faxed this actually -- or  
 24 did I fax it?  
 25 MR JUSTICE NUGEE: If you look at page 2062, {E/668/2062} if

168

1 you see the first page?  
2 A. Yes. Yes, I think I faxed it. Or it might have been my  
3 husband. Well, it was from home, anyway.  
4 MR POTTS: You say: {B/1/99}  
5 "I submitted my formal grievance by fax."  
6 Sorry:  
7 "I took up her suggestion and submitted my formal  
8 grievance by fax."  
9 A. That's from my home.  
10 Q. That's suggesting that you were submitting it by fax?  
11 A. That's my home, yes.  
12 Q. That's your number, is it, 01274?  
13 A. No, that was my old number when I lived in Yorkshire.  
14 It's the same number that stayed on my fax machine.  
15 Q. That's the identification from your fax machine,  
16 although in fact it may not have been from Yorkshire,  
17 but that was the label that was still in your machine?  
18 A. That's right, yes.  
19 Q. Okay. So that's your machine? That's the header?  
20 A. Yes, that's right.  
21 Q. Going back to the notice of the meeting, at  
22 paragraph 431 --  
23 A. What number is that?  
24 Q. Let's just firstly deal with your statement. I think  
25 you say in paragraph 431 that on 14 August, you received  
169

1 a letter from Mr Kidd dealing with the board meeting?  
2 A. Yes.  
3 Q. Is that right?  
4 A. That's correct.  
5 Q. And at 438 you are saying there again that you didn't  
6 receive the documents or indeed the notice of the board  
7 meeting until 14 August? {B/1/101}  
8 A. That's correct.  
9 Q. If you could turn back, please, to 2048, {E/662/2048} if  
10 you look at the top of the page there, we have the same  
11 fax header, don't we? It's your number again?  
12 A. Right.  
13 Q. Do you see that?  
14 A. I do.  
15 Q. And you can see the date on which you sent this document  
16 at 19.05, on 13 August. Do you see that?  
17 A. I do, yes.  
18 Q. If you look over the page, you have page 2 of the fax at  
19 19.06?  
20 A. That's right.  
21 Q. So, this is you forwarding these documents on to  
22 somebody else. This is your disclosure, isn't it? You  
23 can see that at the bottom right?  
24 A. I do.  
25 Q. This is one of your documents, isn't it?  
170

1 A. I do, yes.  
2 Q. And it's your fax header, which shows that you were in  
3 fact faxing, certainly these two pages, on to somebody  
4 else at 7.05 pm on 13 August?  
5 A. I don't recall doing that at all.  
6 Q. You accept that that's what this document shows, don't  
7 you?  
8 A. Yes, it does show that.  
9 Q. So when you say that you received it only on 14 August,  
10 that's not correct, is it?  
11 A. I didn't see it until 14 August.  
12 Q. That can't be right, can it, Ms Birdi, because this is  
13 you faxing it to somebody else at 7.05 pm on 13 August?  
14 A. Well, I can't explain that one, sorry.  
15 Q. Do you accept that that's what this document says?  
16 A. It does, yes.  
17 Q. So your evidence is wrong about that?  
18 A. It does seem to be, yes. I will have to look at that.  
19 Q. And if you look at E8/2067, {E/670/2067} this is another  
20 fax from you a few days later?  
21 A. Yes.  
22 Q. This is you writing to Mr Kidd, and you say in point 1:  
23 "I received your letter ..."  
24 That's the notice of general meeting, isn't it? You  
25 are referring there to it being signed?  
171

1 A. That's right.  
2 Q. "... on Friday 14 August when I returned home from  
3 work."  
4 A. That's right, yes.  
5 Q. That's not true, is it?  
6 A. It does appear that I may have got my days mixed up,  
7 yes.  
8 Q. This is just a few days later, isn't it?  
9 A. Yes, it looks like that may be the case, but I'll have  
10 to look into that. It does appear to be.  
11 Q. The position is, in fact, that you had sent your  
12 grievance at 7.50 pm, 45 minutes after you had sent  
13 a copy of the notice somewhere else?  
14 A. I can't -- I don't know what I have done there. I can't  
15 explain it. I will have to have a look at my --  
16 Q. You accept that that's the case?  
17 A. It does seem to be, yes.  
18 Q. So in fact, the position was, very shortly after that,  
19 what you were telling Mr Kidd on 17 August was untrue?  
20 A. Well, I will have to look into that. I can't explain  
21 it.  
22 Q. Do you accept that it was untrue?  
23 A. It does look -- unless -- it must be, yes, I do accept  
24 it.  
25 Q. You were trying to give the impression that you had sent  
172

1 your grievance before you knew about the board meeting?  
2 A. I hadn't seen the grievance when I sent my grievance  
3 off. I can't explain it, sorry.  
4 Q. Sorry, when you said you hadn't seen the grievance, you  
5 mean you hadn't seen the board notice, the notice of  
6 board meeting. Is that what you are saying?  
7 A. That's what I'm saying, yes.  
8 Q. But that's not the case, is it? We have looked at the  
9 fax header --  
10 A. It looks like not to be the case, yes.  
11 Q. Sorry?  
12 A. It does seem to be the case.  
13 Q. So the impression that you are seeking to give to  
14 Mr Kidd, namely that you had not seen the notice of  
15 board meeting until after you had sent your grievance,  
16 was incorrect, was untrue?  
17 A. No, I hadn't seen the grievance before I sent it off.  
18 Q. The true position is that you sent your grievance after  
19 you had received notice of the board meeting, isn't it?  
20 A. Well, no, I don't remember seeing the board meeting --  
21 I can't explain it, that's all I can say to you. I can  
22 say to you I sent my grievance off before I saw this.  
23 I can't explain this, sorry. But it does appear you are  
24 right.  
25 Q. But do you accept that what you said to Mr Kidd was

173

1 incorrect, that you had received the notice of the board  
2 meeting at least by the 13th and not on the 14th?  
3 A. This does show that to be the case. I will have to look  
4 into that.  
5 Q. The position is that you were saying something which was  
6 untrue in your correspondence, isn't it, Ms Birdi?  
7 A. I honestly didn't -- my recollection is I did not see  
8 that grievance until after I had sent my grievance off.  
9 Q. I'm asking you about the notice of board meeting.  
10 A. Yes.  
11 Q. What you put in that letter to Mr Kidd was untrue.  
12 A. Well, yes, it looks like I did get the date wrong, yes.  
13 Q. The meeting -- my Lord, that may be a moment.  
14 MR JUSTICE NUGEE: We will take five minutes.  
15 (3.16 pm)  
16 (Short break)  
17 (3.24 pm)  
18 MR JUSTICE NUGEE: Yes, Mr Potts.  
19 MR POTTS: A board meeting was held on 20 August. We have  
20 looked at the notice. Is that right?  
21 A. That's correct, yes.  
22 Q. You say that that was on short notice in your witness  
23 statement?  
24 A. Yes.  
25 Q. On any basis you had had a week's notice of the meeting?

174

1 A. What had actually happened, I had asked for -- I had had  
2 a week's notice but I had asked for Mr Singh's grievance  
3 and I believe I received that just a day or two before  
4 the board meeting. I can't give you the exact day but  
5 if you look that up -- and so I wanted more time to  
6 prepare myself against the barrage of complaints.  
7 Q. You didn't attend that meeting?  
8 A. No, I had asked for it to be rescheduled because  
9 Mr Singh had taken a week off short notice, I was  
10 testing and I needed to prepare for the meeting. So  
11 I kindly asked for it to be re-arranged, just to give me  
12 a few more days.  
13 Q. The meeting went ahead?  
14 A. It did.  
15 Q. And the minutes are at 2206 {E/679/2206}, and you were  
16 sent copies of the minutes, weren't you?  
17 A. I was, yes.  
18 Q. And you can see that -- for example, on 2208  
19 {E/679/2208} --  
20 A. I was sent two sets of minutes, I think, which were  
21 different from each other.  
22 Q. Okay. Agenda item 6 deals with equalisation and  
23 distribution of benefits?  
24 A. That's right.  
25 Q. Yes, at 2207 {E/679/2208}. You see that?

175

1 A. Yes.  
2 Q. The position was you had refused to sign off the pension  
3 formats for Mr Singh. Is that right? Or you had  
4 certainly failed to sign off his pension forms at this  
5 time?  
6 A. That's correct, yes.  
7 Q. And you had both failed to sign off each other's  
8 expenses?  
9 A. That's correct. Oh, no, hold on -- yes, that's correct,  
10 yes.  
11 Q. That is correct. And there were resolutions passed to  
12 equalise distributions; correct?  
13 A. That's correct.  
14 Q. And you agreed that -- in fact your subsequent position  
15 was you said you respected the decision on that.  
16 A. Yes.  
17 Q. Yes? I can take you to it. You wrote in a letter of  
18 9 September that you respected the decision on that. Do  
19 you remember that?  
20 A. Okay. I think so, yes.  
21 Q. I can take you to it if --  
22 A. That's fine.  
23 Q. Yes. Item 7, about roles and responsibilities?  
24 A. That's correct.  
25 Q. And there is a reference there to the agreement

176

1 from September, the BRM. There is a reference to that.  
 2 A. Yes, there is a reference to that, yes, but I don't  
 3 agree with --  
 4 Q. You don't accept that?  
 5 A. No, I do not accept that. That's why in subsequent  
 6 meetings with Mr Rowe I asked for him to alter the notes  
 7 so that they were truly reflective of the meeting, which  
 8 he failed to do as well in 2009.  
 9 Q. Could you have E9, please, as well? We will just have  
 10 a quick look at this letter. At 2272 {E/709/2272} --  
 11 A. Sorry?  
 12 Q. 2272. {E/709/2272}. You see item 6:  
 13 "I respect your decision on this matter."  
 14 A. Yes.  
 15 Q. And then on the following page, in relation to the  
 16 testing at the bottom of the page, you say that:  
 17 "The reference to an agreement was taken out of  
 18 context. The store was still in TAPS."  
 19 A. Yes.  
 20 Q. And you say {E/709/2273}:  
 21 "At that time [it] was under exceptional  
 22 circumstances, which no longer apply."  
 23 A. That's right.  
 24 Q. You don't say that your agreement was conditional,  
 25 though, do you?

177

1 A. Sorry, say that again.  
 2 Q. You don't say that your agreement to testing was  
 3 conditional in some way, though, do you, there? You  
 4 just say that the circumstances were exceptional.  
 5 A. Right.  
 6 Q. You accept that?  
 7 A. I don't specifically state it but --  
 8 Q. No.  
 9 A. Hold on, let me just think (inaudible) inferred from  
 10 that. Okay. But the -- if you look at that, "the  
 11 triple clinic allowing me the flexibility to deal with  
 12 customer service issues", what it meant was that if we  
 13 have a triple clinic and if I have got any other duties  
 14 to do, then, I could, for example, cross off half the  
 15 clinic and it not have any detriment to the business  
 16 because we would still have two full clinics running.  
 17 So the flexibility is still there.  
 18 Q. You are also saying, over the page {E/709/2274}:  
 19 "... I don't recall seeing Mike Rowe's letter  
 20 from September 2008."  
 21 A. Yes.  
 22 Q. Your position now is are not saying you didn't receive  
 23 it?  
 24 A. Like I said to you, I wasn't sure if I had -- if I had  
 25 seen it. I remember seeing it when it was sent to me by

178

1 Mr Moore or Mr Kidd.  
 2 Q. And the final point discussed at the meeting was for  
 3 Specsavers to be authorised --  
 4 A. Sorry, where are we now?  
 5 Q. Sorry, going back to the meeting minute.  
 6 A. Which one is that, sorry?  
 7 Q. At 2210 in E8. {E/679/2210}, agenda item 9.  
 8 A. Yes.  
 9 Q. A resolution was passed in relation to testing, wasn't  
 10 it?  
 11 A. That's right.  
 12 Q. Yes, and then here, in relation to grievances,  
 13 Specsavers was authorised to carry out the investigation  
 14 of both grievances, because you have both issued  
 15 grievance complaints against each other, haven't you?  
 16 A. That's correct.  
 17 Q. With the assistance of Bond Pearce; correct?  
 18 A. I didn't -- you mean in the board resolution?  
 19 Q. Yes, and you were sent that, so you were aware that that  
 20 was going to happen?  
 21 A. Right.  
 22 Q. Correct?  
 23 A. Yes, but I didn't get any assistance from Bond Pearce.  
 24 You mean the company got assistance?  
 25 Q. No, the legal support from Bond Pearce was to Specsavers

179

1 wasn't it?  
 2 A. Yes, okay.  
 3 Q. Then at 2220 {E/685/2220}, you were informed that  
 4 Mr Goddon would be investigating the grievances and  
 5 would meet with you both on 7 September. Do you see  
 6 that?  
 7 A. I do, yes.  
 8 Q. And in fact you met with Mr Goddon on 28 September. Do  
 9 you remember that?  
 10 A. Yes.  
 11 Q. I think we can put E8 away. Then, if you could take  
 12 E9/2398, {E/723/2398}. You followed up after the  
 13 meeting saying you weren't very happy. In fact, if you  
 14 go back to 2298 {E/718/2298}, there are some notes taken  
 15 of the meeting on the 28th. Do you see? 2298?  
 16 A. That's correct.  
 17 Q. And they run through quite a few pages. The meeting  
 18 started at 10.37 and went on until 3.10 pm. In fact, if  
 19 you go through to 2390 {E/718/2390}, I think that's the  
 20 end of the -- there may be a couple of versions of this?  
 21 A. Okay.  
 22 Q. But you can see it's completed 3.10 pm. So you had  
 23 quite a long meeting with Mr Goddon, didn't you?  
 24 A. I did, yes.  
 25 Q. And you were accompanied by your husband?

180

1 A. I was.  
 2 Q. And Mr Goddon also interviewed Mr Singh?  
 3 A. He did.  
 4 Q. And Mr Rowe?  
 5 A. I wasn't aware that he interviewed Mr Rowe. Did he  
 6 interview Mr Rowe?  
 7 Q. I think he had a discussion with Mr Rowe. We will come  
 8 to that.  
 9 A. I haven't seen any disclosure on that.  
 10 Q. Okay. 2398. {E/723/2398}  
 11 A. Is there a disclosure on that?  
 12 Q. We will come to the report in a moment. 2398.  
 13 {E/723/2398} You wrote on the 28th saying you weren't  
 14 happy with the way the meeting was held, time allocated  
 15 was not adequate and you say you felt rushed.  
 16 A. That's correct.  
 17 Q. And then you provided some further information at 2399.  
 18 {E/724/2399} You sent a further ten pages of notes?  
 19 A. That's right.  
 20 Q. And indeed at 2434 {E/736/2434} you sent a pack of  
 21 material on 29 October, some time later, and that runs  
 22 through, I think, through to 2478. It's some 41 pages,  
 23 I think. Is that right?  
 24 A. Just bear with me. (Pause)  
 25 It does appear to be so, yes.

181

1 Q. So you have sent him two sets of material, a ten-page  
 2 document, and then a further 41 pages of material?  
 3 A. It looks like that, yes.  
 4 Q. If you could move forward to 2500, {E/748/2500},  
 5 Mr Goddon sent you his report in relation to the  
 6 grievance -- his decision. You saw that on 17 November.  
 7 A. That's right.  
 8 Q. And you can see the report begins at 2501?  
 9 {E/748.1/2501}  
 10 A. Yes.  
 11 Q. And it runs for 20 pages to 2520. I think we have got  
 12 two copies of it in here but it runs through to 2520.  
 13 A. That's right.  
 14 Q. Your position -- at paragraph 458 of your statement  
 15 {B/1/106} you say that this report was a whitewash?  
 16 A. Yes.  
 17 Q. And he showed a cynical attitude towards the  
 18 investigation?  
 19 A. Where have I said that?  
 20 Q. I think. It was a whitewash as to how the grievance had  
 21 been dealt with and you said, 459 {B/1/106}:  
 22 " ... a cynical attitude to the exercise ... "  
 23 Paragraph 459, at the start.  
 24 A. Right, okay.  
 25 Q. I'm sorry, at 458 {B/1/106} you say that this was

182

1 a whitewash?  
 2 A. Yes.  
 3 Q. And then at the start of paragraph 459 you refer to  
 4 "Mr Goddon and Specsavers' cynical attitude to the  
 5 exercise"?  
 6 A. Yes.  
 7 Q. What do you mean by "whitewash"?  
 8 A. Only where Mr Singh admitted that he had done something  
 9 wrong was it partially upheld.  
 10 Q. I mean the word. What do you mean by the word  
 11 "whitewash"?  
 12 A. It just wasn't considered fairly.  
 13 Q. Do you think it was a deliberate attempt to conceal  
 14 incriminating facts.  
 15 A. I think it wasn't investigated properly.  
 16 Q. And deliberately not investigated properly?  
 17 A. Yes, I believe so. I mean, he -- like I say, he sent  
 18 an email afterwards saying:  
 19 "We flushed out the majority of her complaints."  
 20 Q. Well, flushing out your complaints may be actually  
 21 making a clear understanding as to what your complaints  
 22 were?  
 23 A. Well, when you take that email in the context of all of  
 24 other emails, I think you get a better picture.  
 25 Q. You are saying that his attitude towards it was -- his

183

1 investigation of your grievance was cynical?  
 2 A. I do think so, yes.  
 3 Q. And it was a whitewash?  
 4 A. I do think so, yes.  
 5 Q. So you are saying it wasn't a genuine attempt by him to  
 6 investigate your grievance?  
 7 A. I believe not. So even at the end he promises that he  
 8 is going to find out how much money Mr Patel has stolen  
 9 and the recovery procedure put in place, promised by  
 10 Mr McAlindon -- he never comes back to me on that -- and  
 11 the financial costs to the store arising from the Loss  
 12 Prevention's audit -- he never came back to me on that  
 13 either.  
 14 Q. Are you saying Mr Goddon was told not to carry out  
 15 a proper investigation of your grievance?  
 16 A. I believe so, yes.  
 17 Q. By whom?  
 18 A. I think it will be the same people: Mr McAlindon and  
 19 Derek Dyson.  
 20 Q. And anyone else?  
 21 A. Probably Neil Lunn was most probably aware of it as  
 22 well.  
 23 Q. If you turn over to page 2502 {E/748.1/2502}, he  
 24 recounts some of the background to the grievances,  
 25 doesn't he, there?

184

1 A. He does.  
 2 Q. Some background to the various matters raised?  
 3 A. That's correct.  
 4 Q. And explains why some matters won't be raised because  
 5 they relate to historical disciplinary matters which had  
 6 been dealt with.  
 7 A. Well, it hadn't been dealt with, and at the end he says  
 8 he is going to deal with some of the issues, but my  
 9 grievance was not just against Kam Singh, it was also  
 10 against Specsavers.  
 11 Q. At 2503 {E/748.1/2503} he deals with Mr Singh's  
 12 grievances?  
 13 A. That's right.  
 14 Q. At 2504 {E/748.1/2504} through to 2519 {E/748.1/2519}  
 15 he deals with your grievances?  
 16 A. Okay.  
 17 Q. Is that right? The first allegation you made was in  
 18 relation to an alleged conflict of interest?  
 19 A. That's right.  
 20 Q. And you can see there that Mr Singh's response was that  
 21 he had worked some Sundays and Tuesdays on an unpaid  
 22 basis on his days off because his wife was on maternity  
 23 leave at the Grays store, but he hadn't done so since  
 24 July 2009. Do you see that?  
 25 A. I do, yes.

185

1 Q. And Mr Goddon's conclusion was that he didn't consider  
 2 that Mr Singh had been working to the detriment of the  
 3 Dartford store or in conflict of interest and that it  
 4 wasn't unreasonable for him to work there during his  
 5 wife's maternity leave on his days off and there was no  
 6 evidence to support the allegation that he continued to  
 7 do so post the end of that maternity leave. Do you see  
 8 that finding?  
 9 A. Yes, and I certainly don't agree with it.  
 10 Q. You may not agree with it but are you saying that it  
 11 wasn't possible for anyone to have genuinely reached  
 12 that conclusion?  
 13 A. I do feel so, yes, because there is a very clear  
 14 conflict of interest. First of all, Mr Singh wasn't  
 15 honest when I asked him if he was working there. It's  
 16 only when he got found out and was told, "You've got to  
 17 stop doing it or it will muddy the water," as the email  
 18 says, did he stop working there.  
 19 Secondly, as Mike Rowe says in his own meeting notes  
 20 of his one-to-one with Mr Singh, he does get paid for it  
 21 in the fact that he gets benefit from his wife's profits  
 22 of the business. So Specsavers are benefiting from him  
 23 testing there because they get a management fee. He  
 24 absolutely refuses to test at Dartford, and also staff  
 25 were telling me that while he was off sick at Dartford,

186

1 he was working at Grays.  
 2 Here, I can't see any investigation being done, as  
 3 promised by Mr Rowe that he would do this. It's quite  
 4 easy to look at the computer systems and see if he has  
 5 been testing there when he was off, and he was off for  
 6 three weeks, off sick, when his wife was pre-and post  
 7 having her baby. So he could have checked that.  
 8 Q. I understand that you disagree with the outcome but  
 9 I suggest to you that this was Mr Goddon's genuine and  
 10 honest decision in relation to that allegation.  
 11 A. He didn't investigate it properly.  
 12 Q. Are you saying he didn't do a good job?  
 13 A. He didn't investigate it properly. They had no  
 14 intention of finding anything against Mr Singh.  
 15 Q. I see. So he didn't have a genuine and honest intention  
 16 to investigate this.  
 17 A. No, to investigate these complaints. If Mr Singh had  
 18 been working at Vision Express for his wife's store, I'm  
 19 sure Specsavers would have had a different view on it.  
 20 Q. So Mr Goddon was acting dishonestly in carrying out this  
 21 report; correct?  
 22 A. Yes, I believe that, yes. He was acting on instruction.  
 23 Q. Instruction from who?  
 24 A. From the same people: Mr McAlindon, Derek Dyson --  
 25 Q. A number of people?

187

1 A. A number of people, yes.  
 2 Q. Is there any evidence that you can point to of  
 3 an instruction?  
 4 A. There isn't but if you look at everything in context and  
 5 if you read the meeting notes properly, the points  
 6 I raise or the information I sent to him to reach this  
 7 conclusion, I don't feel that an unbiased, impartial  
 8 individual would have come to the same conclusion. But  
 9 this grievance was against Specsavers as well, so for  
 10 somebody internally within Specsavers to investigate it  
 11 again raises the issue of conflict.  
 12 Q. Okay. 2505 {E/748.1/2505}. You have made a complaint  
 13 about use of mobile phone on the shop floor. Do you see  
 14 that in the middle? It's the fourth box down.  
 15 A. That's right.  
 16 Q. Mr Goddon did uphold your complaint in relation to the  
 17 use of mobile phone, didn't he?  
 18 A. He did, yes.  
 19 Q. And he recommended that he shouldn't take calls on the  
 20 shop floor?  
 21 A. That's right.  
 22 Q. That's a finding in your favour, isn't it?  
 23 A. It is. Where Mr Singh admits he has done something,  
 24 it's partially upheld.  
 25 Q. So it's a finding in your favour. You accept that?

188



1 A. Yes.  
 2 Q. Can I suggest that that's not consistent with  
 3 a whitewash or a charade?  
 4 A. Live I have said to you, where Mr Singh admits he has  
 5 done something, it's partially upheld. For example, the  
 6 contact lens trainee, he demanded a £5,000 increase in  
 7 salary the day that we had to send the forms off;  
 8 otherwise, he wasn't going to supervise this lady. And  
 9 I don't believe that's been upheld, that he was acting  
 10 inappropriately. He wasn't performing his fiduciary  
 11 duties by saying, "I will only do it if you give me  
 12 £5,000."  
 13 And that is the only time that I have had somebody  
 14 look at this independently and give a proper decision  
 15 because when I phoned head office to speak to  
 16 Susannah Hart, she wasn't in. So I spoke to a chap  
 17 called George Parker and he told Mr Singh, "You cannot  
 18 have that £5,000. It's your fiduciary duty to be her  
 19 supervisor and I suggest you do it." If Susannah Hart  
 20 had been in, it would have been a different story.  
 21 But Mr Parker wasn't involved, he wasn't aware of  
 22 what was happening with me, so he gave an impartial,  
 23 honest decision for the business.  
 24 Q. At 2509 {E/748.1/2509}, the allegation in relation to  
 25 four staff resigning that you had made. Second box. He

189

1 didn't uphold that allegation, did he?  
 2 A. No, he didn't.  
 3 Q. He found that the first one had left on his second day,  
 4 Mr Singh's second day, and the evidence didn't indicate  
 5 this was as a result of unreasonable actions by  
 6 Mr Singh.  
 7 A. Staff, when they phoned me, they said otherwise.  
 8 Q. So you are saying he got that wrong?  
 9 A. I think that would have been difficult for him to assess  
 10 on that one, to be frank, because, obviously, it's  
 11 difficult, isn't it, to assess that when she had only  
 12 been there for a short while.  
 13 Q. So that could have been an honest opinion by him?  
 14 A. It could have been.  
 15 Q. The second person was still employed by the store and  
 16 the evidence doesn't indicate unreasonable actions or  
 17 behaviour?  
 18 A. Right.  
 19 Q. You accept that?  
 20 A. I don't accept it because he didn't look at it properly.  
 21 Did he interview all these people?  
 22 Q. And then he refers to two people who have left -- were  
 23 involved in the lab?  
 24 A. Yes.  
 25 Q. "On the evidence provided both had issues with the

190

1 changes to introduce best practice and improve  
 2 productivity and cost of sales."  
 3 A. I totally disagree with that. I mean, these were people  
 4 who had been at the store. Denise had been there longer  
 5 than me. She had been there ten years. She knew the  
 6 business inside out. She was driven out. And I was  
 7 very distraught because these two guys, one was there  
 8 five years, one was there ten years -- eight years --  
 9 nine years -- and they were very longstanding staff.  
 10 They would have worked for the business well but  
 11 Mr Singh was very bullish towards them.  
 12 Q. Is it possible that you might have a different view to  
 13 him on this but it doesn't mean that he is necessarily  
 14 making it up or acting dishonestly?  
 15 A. It is possible. People do disagree in life, yes, it's  
 16 human nature.  
 17 Q. But your allegation is that it was a whitewash?  
 18 A. Yes, it was. I mean -- yes, it was, yes.  
 19 Q. Over the page {E/748.1/2510} he refers to an email from  
 20 Mr Rowe which he says he investigated with Mike on  
 21 10 November.  
 22 A. Sorry, where are we now?  
 23 Q. Sorry, 2510 {E/748.1/2510}, over the page.  
 24 A. Yes.  
 25 Q. In relation to the leavers. He was aware of the lab

191

1 leavers and the investigation:  
 2 "He advised ... "  
 3 That's Mr Rowe.  
 4 A. Can you tell me where you are reading from?  
 5 Q. I'm sorry, on the right-hand side of 2510.  
 6 {E/748.1/2510}  
 7 A. Yes, I have got it.  
 8 Q. "He advised that his understanding was that both parties  
 9 could not and would not adapt to the working practice  
 10 and improvements that KS was looking to implement  
 11 influence to the stores and they therefore resigned of  
 12 their own accord."  
 13 A. That's not true, Denise was very flexible. She had  
 14 worked throughout the whole business, very flexible.  
 15 John, he was one of our hardest workers in the store  
 16 and he just needed to be handled properly. I believe  
 17 that he wasn't treated properly. I mean, even after his  
 18 grievance was dealt with, there was -- there was -- at  
 19 the end of the report it was something like there should  
 20 be some kind of support or something for -- to go  
 21 forward, but I wasn't even told of the outcome of the  
 22 grievance at that time, and if John had been given  
 23 support and Kam had behaved in a better way, we could  
 24 have kept him on board and it was in the best interests  
 25 of the company for us to do that.

192

1 Q. Are you saying that Mr Rowe didn't genuinely believe  
2 what he said to Mr Goddon there?  
3 A. Yes, I do.  
4 Q. So he is lying?  
5 A. He hadn't looked at the facts properly.  
6 Q. It's not just an error, is it? You are saying that he  
7 didn't believe what he was saying.  
8 A. I believe he didn't believe what he was saying. What he  
9 believed -- he believed what Kam Singh was telling him,  
10 but if he had come to me and said, "Look, Swarandeeep,  
11 what's happening?" -- and I did tell him in  
12 September 2008 John had walked out because he had had an  
13 altercation with Kam and he was feeling extremely  
14 bullied, harassed and stressed. "Please can you help  
15 us; I don't want to lose any more staff."  
16 Q. So are you are saying that that doesn't represent  
17 Mr Rowe's honest assessment of the position in the  
18 store?  
19 A. It actually probably does represent what he believed.  
20 That's because he believed what Kam Singh was telling  
21 him.  
22 Q. Ms Birdi, your position is that Mr Rowe was part of  
23 a dishonest conspiracy to drive you out of the store at  
24 this stage?  
25 A. Yes.

193

1 Q. You are saying he honestly believed Mr Singh in relation  
2 to this point?  
3 A. Sorry, say that again.  
4 Q. Your position is that Mr Rowe was part of a dishonest  
5 conspiracy to drive you out of the store --  
6 A. Yes.  
7 Q. -- by this time; correct?  
8 A. Yes.  
9 Q. Are you saying that in fact he did honestly believe that  
10 these two members of staff had left for genuine business  
11 reasons, because they wouldn't adapt to improvements  
12 that Mr Singh was trying to implement?  
13 A. I believe that he believed what Kam was telling him.  
14 But I was telling him different.  
15 Q. Just because someone was telling -- if you were saying  
16 something different, does that mean that someone who  
17 doesn't agree with what you were saying is necessarily  
18 dishonest?  
19 A. Oh, no, not at all, not at all.  
20 Q. I suggest to you that this represents Mr Goddon's  
21 genuine attempt to investigate the grievance.  
22 A. I disagree.  
23 Q. And it also represents here Mr Rowe's genuine assessment  
24 of the position in relation to the store.  
25 A. Okay.

194

1 Q. Do you accept that or not?  
2 A. I don't accept it. If you read my -- if you read the  
3 meeting notes, you can see all the points I raise and  
4 the other supplementary information I gave to Mr Goddon,  
5 and I'm sure a fair, impartial investigator would have  
6 found different. But also my issues weren't addressed  
7 in regards to my grievance against Specsavers.  
8 Q. Over the page at 2511 {E/748.1/2511} in the first box,  
9 a complaint that you raised was partially upheld in  
10 relation to delay in authorising your expenses. I think  
11 that's something you refer to earlier, isn't it?  
12 A. That's right, yes.  
13 Q. That's a finding in your favour, isn't it?  
14 A. It is, yes, and again it's where Mr Singh admits that he  
15 has done something that's not quite correct that it's  
16 upheld.  
17 Q. And he says that he recommends that expenses should be  
18 dealt with in a timely manner.  
19 A. That's right.  
20 Q. And, going down the page, he makes the point that this  
21 is a symptomatic -- it's a product of the breakdown in  
22 communications between the two of you?  
23 A. Where is that, sorry?  
24 Q. In the second box?  
25 A. Yes.

195

1 Q. In terms of authorisation, he says:  
2 " ... it's simply due to KS ... information."  
3 And then it says:  
4 " ... this is a product of the breakdown in  
5 communications between SV and KS."  
6 It means that you are:  
7 " ... reluctant to communicate with each other and  
8 a lack of trust exists."  
9 A. Yes, but I say that if Specsavers had behaved honestly,  
10 when they introduced Mr Singh into the business and  
11 said, "Look, Swarandeeep, this is what we are proposing,  
12 this will be the salary package, this is what you get  
13 for your car, this is what you get, you have to equalise  
14 expenses," we wouldn't have had this issue. He would  
15 have come in. We knew exactly where we stood.  
16 Q. The reality is that you were not communicating well with  
17 Mr Singh at this point, were you?  
18 A. No, we were not.  
19 Q. Can I suggest to you that this is Mr Goddon's genuine  
20 assessment of that, which was that there had been a  
21 breakdown of communications between the two of you?  
22 A. There had been but it didn't have to be that way.  
23 Specsavers brought it -- from the very beginning they  
24 damaged our relationship.  
25 Q. Can I suggest to you that that's Mr Goddon's genuine

196

1 assessment of the difficulties between you?  
 2 A. I think anybody who looked at the information before  
 3 them would make that assumption, whether they were  
 4 genuine or not genuine.  
 5 Q. And then at 2512 {E/748.1/2512}, in relation to the  
 6 allegations of bullying, towards the bottom of the page,  
 7 his finding was that there was no evidence to  
 8 substantiate it. In essence, they are your words  
 9 against his. Do you see that?  
 10 A. I do.  
 11 Q. But he does go on to say that it's:  
 12 " ... symptomatic of the current state of the  
 13 partner relationship."  
 14 That you weren't communicating in a productive way.  
 15 A. Okay.  
 16 Q. That's a fair and accurate assessment, isn't it?  
 17 A. Yes, but if Mr Singh -- like I said, if Mr Singh had  
 18 been brought in and we were the new A directors and we  
 19 were told, "You two need to get on and do what you do",  
 20 not, "Make sure he doesn't go native with her,  
 21 et cetera", then --  
 22 Q. You haven't answered my question again, Ms Birdi. That  
 23 was a fair and accurate assessment by Mr Goddon?  
 24 A. That was a fair and accurate assessment, yes.  
 25 Q. It was a genuine assessment by him?

197

1 A. Like I say, whether you knew about the situation or  
 2 whether you read this information, I think anybody would  
 3 come to that conclusion, yes.  
 4 Q. And, 2519 {E/748.1/2519}, he made some recommendations.  
 5 He suggested that you should implement previous  
 6 recommendations about communications and roles and  
 7 responsibilities; yes?  
 8 A. Yes.  
 9 Q. Mr Rowe had been trying to get you to do that, hadn't  
 10 he?  
 11 A. Yes.  
 12 Q. That was a genuine effort by Mr Rowe to try and sort  
 13 things out between you, wasn't it?  
 14 A. The effort was, "Ms Birdi, you will test four full days,  
 15 otherwise you will face a disciplinary. Mr Singh, don't  
 16 worry, you do whatever you want to do, okay?" And it's  
 17 trespassing on day-to-day business. It's not, I felt,  
 18 in the best interests of the business. It was just my  
 19 role that was up for question.  
 20 Q. I suggest to you that Mr Rowe had made genuine efforts  
 21 to try and sort things out between the two of you.  
 22 A. No.  
 23 Q. Do you disagree?  
 24 A. I disagree.  
 25 Q. And then Mr Goddon suggests that you should put previous

198

1 issues behind you and concentrate instead in building  
 2 and maintaining a cohesive working relationship in the  
 3 best interests of the business.  
 4 A. That would have been wonderful if we could have.  
 5 Q. That is his recommendation. Are you saying that he  
 6 didn't believe that when he said it?  
 7 A. The damage had been done by Specsavers' unilateral  
 8 support, and the damage was done, even before Mr Singh  
 9 came in, by saying, "Oh, she will test four days", when  
 10 they clearly knew that that wouldn't be the position  
 11 I would take. He is saying it there but I don't think  
 12 he thought that we could work together.  
 13 Q. So he didn't believe that that's what you should do?  
 14 A. He didn't believe that that's what would happen because  
 15 he knew the relationship had been damaged.  
 16 Q. And he also suggested that you should test four days per  
 17 week?  
 18 A. That's what he says there.  
 19 Q. And he also made a recommendation in relation to  
 20 Mr Singh. He said that Mr Singh should adapt his style  
 21 to working with a partner who is not a direct family  
 22 member?  
 23 A. Right, yes.  
 24 Q. I suggest to you that that suggests an even-handed  
 25 approach and he was making suggestions in relation to

199

1 how Mr Singh should make changes as well. Would you  
 2 accept that?  
 3 A. No. I feel it's a facade. The issue is all along, from  
 4 the first meeting I had with Mr Singh -- is, "You will  
 5 test four days and I will make sure it's enforced." So,  
 6 again -- they are bringing it in here again, so --  
 7 Q. What do you mean by "facade"?  
 8 A. What I mean is it's just, "Yes, okay, we will say this."  
 9 It's like complaints partially upheld. Where Mr Singh  
 10 has admitted it, it's partially upheld; where he hasn't  
 11 admitted it, like the £5,000 for the contact lens fitter  
 12 or the conflicts of -- clear conflicts of interest, it's  
 13 not upheld.  
 14 Q. So you are saying he doesn't genuinely believe what he  
 15 is saying here?  
 16 A. No, I don't believe he does.  
 17 Q. What I suggest to you is that this was a genuine  
 18 decision by Mr Goddon. You don't accept that?  
 19 A. I don't accept that, no.  
 20 Q. Maybe you don't agree with it but I would suggest to you  
 21 that it was a decision honestly taken.  
 22 A. I don't believe that. I think, like I say, if an  
 23 impartial investigator had looked at all the information  
 24 I had provided and the meeting notes, they would have  
 25 got to a different decision than they did.

200

1 Q. And at 2556 {E/757/2556} you wrote to appeal his  
2 decision on 27 November. Is that right?  
3 A. I did appeal it, yes.  
4 Q. Your main complaint, I think, was in relation to ground  
5 3, authorisation of expenses. Do you accept that?  
6 A. Sorry, say that again.  
7 Q. You raise a number of grounds, but particularly ground 3  
8 was the main issue, the issue of expenses not being  
9 authorised. That was the main issue, I think, on  
10 ground 3, wasn't it?  
11 A. Ground 3. Erm, you are saying ground 3 was complaining  
12 about expenses?  
13 Q. You are saying that you appealed the decision, you  
14 weren't happy with his -- Mr Goddon --  
15 A. No, I appealed the decision on ground 1 was because  
16 there were no account of SOGs, my complaint against SOG  
17 was handled, and ground 3, it's not going on about  
18 expenses --  
19 Q. I see.  
20 A. -- it's going on about conflict of interest.  
21 Q. I see, so --  
22 A. And the --  
23 Q. I'm sorry.  
24 A. -- £5,000 contact lens.  
25 Q. You're quite right. You say, of the total of

201

1 26 complaints, none were wholly upheld and three  
2 partially upheld?  
3 A. Yes, and there was no independent enquiry.  
4 Q. And you say there was a lack of independence?  
5 A. No independent enquiry, yes.  
6 Q. E9 can go away, I think. E10/2666 {E/825/2666}.  
7 A. Sorry.  
8 Q. No problem.  
9 A. Which one?  
10 Q. 2666. {E/825/2666}  
11 A. Yes.  
12 Q. This is the letter in fact which rejected your appeal.  
13 Is that right?  
14 A. It could be, yes. I can't remember every single letter  
15 I sent --  
16 Q. No, no, don't worry.  
17 A. -- but I'll take your word for that.  
18 Q. Okay. You can see at the end he says his decision is  
19 final, there is no further right of appeal under the  
20 procedures. 2668. {E/825/2668} Do you see that?  
21 A. I do, yes.  
22 Q. And he deals a little bit with the history of matters,  
23 and a hearing had been arranged for 25 January.  
24 A. Hm-mm.  
25 Q. In fact it had been re-arranged at your request to

202

1 25 January; is that right? Do you remember that?  
2 A. No, I don't. I can't quite remember this. You may have  
3 emails on that, but I had sent emails before --  
4 Q. Okay.  
5 A. -- but I don't know when they got to him.  
6 Q. If you go back to 2657 {E/818/2657}, you notified him  
7 that the original date wasn't suitable and you provided  
8 him with some dates in January which were suitable for  
9 you -- do you see that? -- including the 25th?  
10 A. Yes.  
11 Q. So the date was re-arranged for your convenience?  
12 A. It does appear to be so, yes.  
13 Q. And then going back to 2654 {E/818/2654}, on the day  
14 before the hearing you notified him that you wouldn't  
15 attend a hearing; you didn't think a hearing in fact was  
16 necessary?  
17 A. Yes, I mean, I sent a letter on -- I sent an email --  
18 I can't quite remember the exact details of what  
19 happened there, but if we look -- if you look at 2660  
20 {E/820/2660}, I sent an email and I said:  
21 "I would like to state that I believe the content of  
22 my letters sent to you on Tuesday 19 January, which  
23 Alison Anderson had also seen, made my position very  
24 clear in that I do not see any reason in attending the  
25 meeting for the reasons stated in this letter."

203

1 So I had sent a letter on the 19th.  
2 Q. His understanding was that -- it's set out in 2666  
3 {E/825/2666} -- is that you notified him at 5.09 pm on  
4 the day before the meeting that you decided not to  
5 attend, as all the evidence was there.  
6 A. I had sent a letter on the 19th to say the evidence is  
7 all there. I can't quite recall what happened after  
8 that but I think I may have received an email to say,  
9 "We are seeing you tomorrow", or something and I -- or  
10 something on that grounds. That's why I sent this  
11 letter. But, no, I had informed them on 19 January.  
12 Q. I see. So the position is you said at 2654 {E/818/2654}  
13 that, "You have misunderstood my letter. There is no  
14 need for a hearing"?  
15 A. Which one --  
16 Q. 2654 {E/818/2654} in the middle:  
17 "It appears you may have misunderstood my letter  
18 ..."?  
19 A. 2654?  
20 Q. The email in the middle of the page, the 5.09 pm email.  
21 A. Yes.  
22 Q. Yes?  
23 A. Yes, and that's a letter I sent on the 19th.  
24 Q. And you provided written grounds in respect of the  
25 appeal. Is that right?

204

1 A. I would have, yes.  
 2 Q. At 2666 {E/825/2666} I showed you that that's his  
 3 decision. I think in a paragraph in your witness  
 4 statement at 461 {B/1/106} you refer to this as  
 5 a charade. Is that right?  
 6 A. Yes.  
 7 Q. What do you mean by a "charade"?  
 8 A. I could see by Mr Goddon's report that I wasn't going to  
 9 get a fair assessment. They weren't even looking into  
 10 Specsavers, my complaints against Specsavers, so I was  
 11 just following process.  
 12 Q. So what do you mean by the word "charade" there?  
 13 A. I didn't feel I was going to get any -- I didn't feel  
 14 I was going to get a fair, impartial appeal hearing.  
 15 Q. You mean it was a pretence or a deception? Is that what  
 16 you mean by "charade".  
 17 A. It was just going with the flow.  
 18 Q. Just going through the motions?  
 19 A. I didn't feel it was genuine, no.  
 20 Q. You are saying that Mr Frewin wasn't genuinely seeking  
 21 to deal with your appeal either?  
 22 A. Absolutely.  
 23 Q. So you are saying that he was acting other than honestly  
 24 in relation to this appeal?  
 25 A. I believe he was told what to do and not to uphold my

205

1 appeal, so, yes.  
 2 Q. So he was acting dishonestly as well?  
 3 A. Yes.  
 4 Q. So he was told not to uphold the appeal?  
 5 A. Yes.  
 6 Q. And you are saying that he understood why he shouldn't  
 7 uphold the appeal?  
 8 A. Sorry?  
 9 Q. Are you saying he understood why he shouldn't uphold the  
 10 appeal?  
 11 A. I don't know whether he was told that but -- I mean, if  
 12 you read the -- my meeting notes from my grievances, in  
 13 his ground 1:  
 14 "If you believe your authority in store to be  
 15 undermined, you should meet with your co-director and  
 16 formalise roles and responsibilities that allow you both  
 17 to perform your duties as directors of the business."  
 18 He knows that our relationship is tense. How can  
 19 I -- Mr Singh was very bullish; how could I approach him  
 20 with that?  
 21 Q. You are saying that he was told not to uphold the  
 22 appeal?  
 23 A. Yes, I believe so.  
 24 Q. By whom?  
 25 A. I think it will be the same people involved:

206

1 Derek Dyson --  
 2 Q. So Mr Dyson told him not to uphold the appeal?  
 3 A. I believe so, yes.  
 4 Q. Anyone else or just him?  
 5 A. I don't know. It's coming from above him and he is just  
 6 following orders. Whether he knew it was being  
 7 malicious, I don't know, but he was following orders.  
 8 Q. If he follows orders and you are saying that he is told,  
 9 "Don't uphold the appeal", what he is being told is that  
 10 he shouldn't do a genuine job in relation to the appeal?  
 11 A. Yes.  
 12 Q. And he understood he shouldn't do a genuine job in  
 13 relation to the appeal?  
 14 A. Yes.  
 15 Q. That's dishonest, isn't it?  
 16 A. Yes, it is.  
 17 Q. Can I suggest to you that all he was doing, Mr Frewin,  
 18 was genuinely seeking to deal with your appeal?  
 19 A. No.  
 20 Q. And he was seeking to do so honestly?  
 21 A. No, I don't agree with that at all. Has he addressed  
 22 anything regarding Specsavers, my grievance against  
 23 Specsavers? No, he hasn't even attempted. And did  
 24 Mr Goddon come back with the points he said he would  
 25 regarding 2007, costs and theft? No, they haven't.

207

1 Q. You may disagree with the outcome --  
 2 A. Yes.  
 3 Q. -- but disagreeing with the outcome isn't necessarily  
 4 the same as accusing him of acting dishonestly, is it?  
 5 A. I don't believe he did look into the matters properly  
 6 and fairly.  
 7 Q. And you are saying he did so dishonestly?  
 8 A. I'm saying he did so without following proper procedure,  
 9 yes.  
 10 Q. It's not just a question of proper procedure; you are  
 11 saying he acted dishonestly in relation to this  
 12 following instructions?  
 13 A. Yes, I am.  
 14 Q. Have you got any evidence of someone telling him not to  
 15 act in this way?  
 16 A. No, I haven't, but, like I say, if you just look at that  
 17 one episode, you think, "What's she going on about?"  
 18 But if you look at the whole picture from 2007, you get  
 19 a more balanced view and you can actually see.  
 20 A lot of these things, when it was happening to me  
 21 in store, I felt something was going on. I was so  
 22 uncomfortable. I was very unhappy at work. It was  
 23 a very difficult time for me at work. I suffered  
 24 three miscarriages, I was very ill. Now, from the  
 25 emails you can actually see what they were doing to me

208

1 and it is genuine that they were driving me out the  
 2 business.  
 3 Q. If you look at 2668 {E/825/2668}, please, Ms Birdi, the  
 4 penultimate paragraph, he ended by saying:  
 5 "I believe you and Mr Singh both have  
 6 a responsibility to work together through improved  
 7 communication, clear goals, a structured business plan  
 8 and with the encouragement of your local retail support  
 9 team."  
 10 Are you suggesting that he didn't genuinely believe  
 11 what he recommended there?  
 12 A. No, that's what we would all love -- I would have loved  
 13 that -- but that wasn't the plan. The plan was, "She is  
 14 asking too many questions, Mel McAlindon is costing --  
 15 oh, we don't want that, she is interfering with my  
 16 bringing my money into my Loss Prevention." They were  
 17 not happy to have to put Nim's money back in. They were  
 18 not happy to answer the questions as regards to all the  
 19 costings taking out of the business. Their plan was to  
 20 get rid of me from the business because I was asking too  
 21 many questions. Whichever way they did it, it took them  
 22 three years, three years of hell for me, and they  
 23 eventually got their way, and the thing is also they  
 24 knew I had legal advice. David Clark says it in his  
 25 meetings: "We know you have got legal advice." It's in

209

1 emails to say, "We know you have got legal advice."  
 2 So they are following procedure but they are not  
 3 following it genuinely and honestly. But they are  
 4 following it, saying, "Oh, yes, we will do this, we will  
 5 do that," but they are not looking at the content  
 6 properly; they are not making a proper decision.  
 7 It's not just the fact that I disagree with them.  
 8 If they had made a proper decision, I wouldn't disagree  
 9 with them. All I wanted to do was get on with my  
 10 business, run my business with my team and with my  
 11 co-director, who I had asked for.  
 12 Q. Just to put the question again, are you saying that  
 13 Mr Frewin didn't believe what he said in making that  
 14 recommendation?  
 15 A. He didn't believe it, no.  
 16 Q. I suggest to you that he meant what he said -- I'm  
 17 sorry, for the transcript --  
 18 A. Sorry?  
 19 Q. I suggest to you that he meant what he said. You do or  
 20 don't accept that?  
 21 A. No, I don't accept that he considered it fairly.  
 22 Q. And I suggest to you that, merely because he disagreed  
 23 with your viewpoint, you choose to label him as  
 24 a dishonest conspirator against you?  
 25 A. No, he was -- no, his decisions were not correct and his

210

1 recommendations were not correct.  
 2 Q. Finally, Ms Birdi, I would suggest to you that your  
 3 approach in relation to the allegation you make against  
 4 Mr Frewin is symptomatic of your approach to others who  
 5 don't disagree with you.  
 6 A. No, that's not true. There are many instances where  
 7 I didn't want to do something and I did it because it  
 8 was in the best interests of the business.  
 9 MR POTTS: My Lord, I'm go about to move on to another  
 10 issue. I know it's a little bit early but that might be  
 11 a convenient moment.  
 12 MR JUSTICE NUGEE: How are we doing on the timetable,  
 13 Mr Potts?  
 14 MR POTTS: A little slippage. I will finish tomorrow with  
 15 Ms Birdi, I'm confident, but I'm afraid I don't believe  
 16 it will be by lunchtime; it will be a little bit later.  
 17 Hopefully -- I'm fairly confident I will finish  
 18 tomorrow.  
 19 MR JUSTICE NUGEE: Yes, okay, thank you.  
 20 MR STUART: My Lord, just on that then, can I reassure the  
 21 small witnesses -- we have got Mr Mushtaq Rehman even  
 22 after Ms Birdi and obviously some re-examination of  
 23 Ms Birdi.  
 24 MR POTTS: Yes.  
 25 MR STUART: Is it fair to say we are not going to get to the

211

1 little witnesses tomorrow?  
 2 MR POTTS: I think that is fair, yes.  
 3 MR STUART: I don't want them turning up again. I'll get  
 4 them to come on Wednesday.  
 5 MR POTTS: I think that's sensible.  
 6 MR STUART: Thank you, my Lord.  
 7 MR JUSTICE NUGEE: That's sounds very sensible. So it's  
 8 Lorraine Frondigoun and Patrice O'Brien? If you could  
 9 line them up for Wednesday.  
 10 MR POTTS: Indeed, I think it may even be others as well,  
 11 I think, if we've got --  
 12 MR STUART: Then they go on after that, yes.  
 13 MR POTTS: Yes.  
 14 MR STUART: That's fine, as long as I'm --  
 15 MR JUSTICE NUGEE: The others are due to come on Wednesday  
 16 anyway?  
 17 MR STUART: They are, yes.  
 18 MR JUSTICE NUGEE: Yes, very well.  
 19 We will say 10.30 tomorrow.  
 20 Ms Birdi, I'll remind you again not to speak to  
 21 anybody overnight.  
 22 A. Okay.  
 23 MR JUSTICE NUGEE: 10.30.  
 24 (4.12 pm)  
 25 (The court adjourned until 10.30 am the following day)

212

1  
2 INDEX  
3 MS SWARANDEEP BIRDI (continued) .....6  
4 Cross-examination by MR POTTS (continued) .....6  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

October 27, 2014

| A  |  |
|--|--|
| <b>able (1)</b> 25:4   | <b>actual (5)</b> 17:18 18:17<br>19:17 20:25 97:15   |
| <b>absence (1)</b> 2:21  | <b>ad (3)</b> 17:5,19 20:6   |
| <b>absolutely (10)</b> 32:13<br>42:14 113:5 127:19<br>146:16 147:3<br>148:18 167:17<br>186:24 205:22   | <b>adapt (3)</b> 192:9<br>194:11 199:20  |
| <b>accept (52)</b> 21:3,4,9<br>21:10,13 39:13,18<br>61:22 65:22 67:11<br>67:12 69:13,16<br>70:10 72:22,23<br>77:22 81:2 87:13<br>87:15 100:4 107:6<br>120:1 121:10 122:4<br>126:4 136:25 138:1<br>138:15 160:17<br>163:15,16 171:6,15<br>172:16,22,23<br>173:25 177:4,5<br>178:6 188:25<br>190:19,20 195:1,2<br>200:2,18,19 201:5<br>210:20,21 | <b>add (4)</b> 19:14 20:18<br>108:5 112:4  |
| <b>acceptable (4)</b> 84:6,16<br>84:22 87:11   | <b>additional (1)</b> 110:9  |
| <b>accepted (3)</b> 35:12<br>68:18 105:18  | <b>address (6)</b> 125:7,18<br>126:20 128:8,18,22  |
| <b>access (2)</b> 126:3<br>158:10  | <b>addressed (3)</b> 129:14<br>195:6 207:21  |
| <b>accessible (1)</b> 125:19   | <b>adequate (1)</b> 181:15   |
| <b>accompanied (1)</b><br>180:25   | <b>adjoined (1)</b> 212:25   |
| <b>accord (1)</b> 192:12   | <b>adjournment (1)</b><br>115:14   |
| <b>account (10)</b> 125:17<br>125:18,23 126:4<br>127:13 146:1<br>149:12 158:7,11<br>201:16   | <b>admits (3)</b> 188:23<br>189:4 195:14   |
| <b>accountant (4)</b> 101:6<br>101:18 107:7,22   | <b>admitted (4)</b> 85:20<br>183:8 200:10,11   |
| <b>accounts (14)</b> 14:14<br>98:3,23 100:14,20<br>100:21 101:5 102:3<br>105:5 106:11<br>107:20 108:4,5<br>114:17  | <b>adopt (2)</b> 53:12 54:13<br><b>adopted (2)</b> 16:9,10   |
| <b>accrued (1)</b> 96:4  | <b>advance (5)</b> 79:5<br>135:7,24 162:20<br>163:8  |
| <b>accurate (8)</b> 21:18<br>23:14 102:9 148:6<br>163:17 197:16,23<br>197:24   | <b>advice (8)</b> 53:23 54:8<br>89:23 126:14 127:3<br>209:24,25 210:1  |
| <b>accurately (2)</b> 21:22<br>21:23   | <b>advise (1)</b> 30:1   |
| <b>accused (3)</b> 31:15,24<br>32:6  | <b>advised (2)</b> 192:2,8   |
| <b>accusing (1)</b> 208:4  | <b>adviser (1)</b> 60:8  |
| <b>achieve (1)</b> 136:22  | <b>advisers (1)</b> 65:19  |
| <b>achieved (1)</b> 53:9   | <b>afford (1)</b> 98:8   |
| <b>achieving (1)</b> 26:23   | <b>afraid (2)</b> 85:20<br>211:15  |
| <b>act (2)</b> 1:21 208:15   | <b>afternoon (3)</b> 1:5,10<br>6:18  |
| <b>acted (1)</b> 3:4 208:11  | <b>agenda (15)</b> 4:1 57:22<br>65:18 73:8 74:9<br>76:11 77:8 116:25<br>117:17 121:22<br>130:5,8 167:6<br>175:22 179:7   |
| <b>acting (10)</b> 3:9 4:2<br>130:19 187:20,22<br>189:9 191:14<br>205:23 206:2 208:4   | <b>agents (2)</b> 135:6,23   |
| <b>action (4)</b> 109:8<br>110:22 152:22<br>154:6  | <b>aggressive (2)</b> 66:2<br>68:9   |
| <b>actions (11)</b> 8:8 38:21<br>39:7 74:8,25 85:7<br>144:4,6 145:16<br>190:5,16   | <b>ago (5)</b> 36:24 61:3<br>62:10 70:3 157:1  |
| <b>active (4)</b> 111:2,21<br>131:14 137:7   | <b>agree (18)</b> 10:19 66:9<br>66:10 68:1 80:24<br>80:25 83:12 153:15<br>153:25 154:5,15<br>156:21 177:3 186:9<br>186:10 194:17<br>200:20 207:21  |
| <b>actively (5)</b> 44:25<br>132:2 133:22 134:4<br>134:13  | <b>agreed (18)</b> 43:4,21<br>78:19,20 108:21<br>109:9 125:6 129:24<br>130:3,4 132:8<br>145:15,24 153:23<br>154:10,11,20<br>176:14   |
| <b>acts (1)</b> 4:11   | <b>agreement (25)</b> 30:17<br>43:24 48:15 53:20<br>54:1 55:14 57:17<br>65:1 66:21 86:17<br>91:9 96:24 148:11<br>148:17 153:2,19<br>154:2,24 156:14,21<br>166:21 176:25<br>177:17,24 178:2   |
|  | <b>Ah (1)</b> 115:20   |
|  | <b>ahead (2)</b> 164:20<br>175:13  |
|  | <b>aid (1)</b> 14:17   |
|  | <b>Alan (3)</b> 145:12<br>154:12 162:22  |
|  | <b>Alison (1)</b> 203:23   |
|  | <b>allegation (22)</b> 34:1<br>36:20 41:13 58:2<br>73:4,15 74:2 96:2<br>113:13,17 158:22<br>158:22 166:19,24<br>166:25 185:17<br>186:6 187:10<br>189:24 190:1<br>191:17 211:3  |
|  | <b>allegations (1)</b> 197:6   |
|  | <b>allege (2)</b> 42:16 125:2  |
|  | <b>alleged (3)</b> 128:4<br>164:1 185:18   |
|  | <b>allocated (1)</b> 181:14  |
|  | <b>allow (1)</b> 206:16  |
|  | <b>allowed (4)</b> 13:1 23:25<br>30:12,13  |
|  | <b>allowing (1)</b> 178:11   |
|  | <b>alter (1)</b> 177:6   |
|  | <b>altercation (1)</b> 193:13  |
|  | <b>ambush (2)</b> 130:13,16  |
|  | <b>amend (1)</b> 148:8   |
|  | <b>amendments (1)</b><br>78:14   |
|  | <b>amount (4)</b> 8:19,22<br>98:2 102:7  |
|  | <b>amounted (1)</b> 99:10  |
|  | <b>analysis (5)</b> 9:4,23<br>18:7 19:4 103:10   |
|  | <b>Anderson (1)</b> 203:23   |
|  | <b>and/or (1)</b> 41:6   |
|  | <b>animosity (1)</b> 74:10   |
|  | <b>annoy (1)</b> 88:2  |
|  | <b>annual (4)</b> 91:18<br>93:17 99:9 101:8  |
|  | <b>annually (1)</b> 90:3   |
|  | <b>annum (1)</b> 40:25   |
|  | <b>answer (11)</b> 38:22<br>39:8 89:1 111:6,8<br>112:13,19 139:3<br>146:17 154:23<br>209:18  |
|  | <b>answered (9)</b> 36:10<br>72:14 82:9 84:20<br>88:6 112:20 122:2<br>145:6 197:22   |
|  | <b>answering (2)</b> 21:7<br>45:9  |
|  | <b>anti-reflection (1)</b><br>26:13  |
|  | <b>anybody (8)</b> 21:24<br>31:1 67:15 115:10<br>145:4 197:2 198:2<br>212:21   |
|  | <b>anyway (5)</b> 80:10<br>154:25 158:9 169:3<br>212:16  |
|  | <b>apart (2)</b> 22:9 163:23   |
|  | <b>apologising (1)</b> 159:7   |
|  | <b>apparent (1)</b> 105:12   |
|  | <b>appeal (19)</b> 44:11<br>201:1,3 202:12,19<br>204:25 205:14,21<br>205:24 206:1,4,7<br>206:10,22 207:2,9<br>207:10,13,18   |
|  | <b>appealed (2)</b> 201:13<br>201:15   |
|  | <b>appear (6)</b> 81:3 172:6<br>172:10 173:23<br>181:25 203:12   |
|  | <b>appears (3)</b> 66:4,4<br>204:17  |
|  | <b>applicant (1)</b> 49:23   |
|  | <b>application (12)</b> 17:10<br>17:16 20:2 90:13<br>90:15,17,20 91:12<br>92:9 94:25 95:2,3  |
|  | <b>applications (1)</b> 49:21  |
|  | <b>applies (2)</b> 19:11<br>66:22  |
|  | <b>apply (1)</b> 177:22  |
|  | <b>appoint (3)</b> 1:15 2:16<br>2:21   |
|  | <b>appointed (1)</b> 77:4  |
|  | <b>appointing (1)</b> 66:6   |
|  | <b>appointment (7)</b> 53:8<br>57:11 58:3 59:2<br>77:19 95:25 108:10   |
|  | <b>appreciate (1)</b> 146:6  |
|  | <b>approach (7)</b> 17:22,24<br>144:18 199:25<br>206:19 211:3,4  |
|  | <b>approached (1)</b><br>123:11  |
|  | <b>appropriate (5)</b> 27:11<br>53:18 84:7 87:12<br>92:8   |
|  | <b>appropriately (1)</b><br>161:25   |
|  | <b>approval (3)</b> 86:14,16<br>92:23  |
|  | <b>approve (4)</b> 38:10<br>79:5 166:16,19   |
|  | <b>approved (12)</b> 5:1<br>38:19,23 49:13,23<br>65:3 77:20 86:11<br>86:12,18 108:11<br>166:18   |
|  | <b>April (7)</b> 12:6 14:9<br>23:21 37:13 48:14<br>56:1 86:1   |
|  | <b>arguing (1)</b> 138:1   |
|  | <b>argument (1)</b> 113:25   |
|  | <b>arising (1)</b> 184:11  |
|  | <b>arithmetic (1)</b> 16:22  |
|  | <b>arithmetically (1)</b><br>21:18   |
|  | <b>arrange (1)</b> 52:3  |
|  | <b>arranged (2)</b> 13:16<br>202:23  |
|  | <b>arrangement (1)</b><br>148:13   |
|  | <b>arrangements (3)</b><br>69:11 118:7 166:2   |
|  | <b>arrived (1)</b> 116:1   |
|  | <b>article (2)</b> 1:13,18   |
|  | <b>articles (3)</b> 1:11,18,20   |
|  | <b>artificially-inflated (1)</b><br>43:25  |
|  | <b>Ashford (2)</b> 52:7 58:19  |
|  | <b>asked (20)</b> 6:10 33:16<br>36:10 54:5,7,10<br>59:13 60:20 67:22<br>78:10 115:17<br>119:17 122:4 175:1<br>175:2,8,11 177:6<br>186:15 210:11  |
|  | <b>asking (26)</b> 51:12,18<br>51:19 52:22 54:5<br>60:16 66:22,23<br>93:6 94:6 124:6<br>131:11 148:3,3<br>150:24 151:5,19<br>151:20 160:9 161:4<br>161:9,10 174:9<br>209:14,20   |
|  | <b>aspect (1)</b> 72:20  |
|  | <b>assertion (1)</b> 57:8  |
|  | <b>assess (2)</b> 190:9,11   |
|  | <b>assessment (10)</b> 138:4<br>193:17 194:23<br>196:20 197:1,16,23<br>197:24,25 205:9   |
|  | <b>assets (2)</b> 4:17 104:21  |
|  | <b>assist (1)</b> 168:12   |
|  | <b>assistance (3)</b> 179:17<br>179:23,24  |
|  | <b>assisted (2)</b> 12:2 60:8  |
|  | <b>assisting (1)</b> 135:5   |
|  | <b>assists (2)</b> 56:8 136:9  |
|  | <b>assume (1)</b> 67:15  |
|  | <b>assuming (1)</b> 21:22  |
|  | <b>assumption (1)</b> 197:3  |
|  | <b>astonished (1)</b> 58:5   |
|  | <b>attached (3)</b> 56:13<br>142:9,18  |
|  | <b>attempt (6)</b> 46:19,20<br>47:6 183:13 184:5<br>194:21   |
|  | <b>attempted (1)</b> 207:23  |
|  | <b>attend (3)</b> 175:7<br>203:15 204:5  |
|  | <b>attendance (1)</b> 20:16  |
|  | <b>attending (2)</b> 65:15<br>203:24   |
|  | <b>attitude (5)</b> 144:18<br>182:17,22 183:4,25   |
|  | <b>audit (2)</b> 167:10<br>184:12  |
|  | <b>August (19)</b> 116:16<br>120:18 130:6<br>161:11 167:3,14,16<br>168:3,17 169:25<br>170:7,16 171:4,9<br>171:11,13 172:2,19<br>174:19   |
|  | <b>authorisation (3)</b><br>93:25 196:1 201:5  |
|  | <b>authorise (1)</b> 166:13  |
|  | <b>authorised (7)</b> 39:11<br>39:13,14 94:14<br>179:3,13 201:9  |
|  | <b>authorising (2)</b> 127:18<br>195:10  |
|  | <b>authority (1)</b> 206:14  |
|  | <b>available (12)</b> 50:11<br>51:13,15 96:21<br>99:22 101:14<br>104:18 105:13,19<br>105:21,23 107:19  |
|  | <b>average (21)</b> 18:6,13<br>18:17 20:23 21:10<br>21:13,19 22:7,22<br>22:23 23:2,7,10<br>24:20,20 25:13,14<br>99:9,23,24 101:8   |
|  | <b>averred (1)</b> 41:17   |
|  | <b>awarded (2)</b> 31:12<br>43:13  |
|  | <b>aware (42)</b> 2:4 45:4<br>46:23,24 47:8<br>49:20 51:20 53:25<br>54:4 58:17,19<br>82:20 83:11 88:23<br>89:4 90:20,25<br>91:11 92:5,6,17<br>96:20 97:3,8<br>106:16 112:6<br>117:22 126:8<br>143:18,24 147:5<br>157:12 160:23<br>161:9,23 162:3,7<br>179:19 181:5<br>184:21 189:21<br>191:25  |
|  | <b>A/16/308 (1)</b> 85:21  |
|  | <b>A/308 (1)</b> 85:21   |
|  | <b>A/5/35 (1)</b> 40:22  |
|  | <b>A/7/97 (1)</b> 41:12  |
|  | <b>A/7/98 (2)</b> 41:11,25   |
|  | <b>B</b>   |
|  | <b>B (6)</b> 1:12,15 6:20<br>11:13 114:9 116:12  |
|  | <b>baby (1)</b> 187:7  |
|  | <b>back (77)</b> 1:25 2:22<br>8:24 12:20,25 18:9<br>23:4,19 29:20 31:4<br>31:8 33:15,16,20<br>34:14,23 35:7,18<br>36:2,14 46:9 47:18   |
|  | 53:14 56:8,9 64:23<br>68:5 72:15 73:4<br>75:25 83:13 98:9<br>98:10 104:13 105:3<br>105:20 109:3,15<br>117:3,17,21 118:14<br>119:6 120:14<br>121:14 122:19,21<br>123:6,9,13,17<br>125:1,6 126:18<br>127:19 128:16<br>129:15 137:9,18<br>142:24 153:1<br>157:22 159:8<br>160:24 163:20<br>165:2,4 169:21<br>170:9 179:5 180:14<br>184:10,12 203:6,13<br>207:24 209:17<br>185:2         |
|  | <b>backed (1)</b> 30:21  |
|  | <b>background (4)</b> 124:8<br>142:10 184:24<br>185:2  |
|  | <b>bad (4)</b> 8:11,13 28:5<br>83:25   |
|  | <b>balance (4)</b> 104:21<br>106:21,24 107:21  |
|  | <b>balanced (1)</b> 208:19   |
|  | <b>bank (1)</b> 104:21   |
|  | <b>banking (1)</b> 106:14  |
|  | <b>Barnes (2)</b> 113:10<br>115:6  |
|  | <b>barrage (1)</b> 175:6   |
|  | <b>based (18)</b> 18:4,7,17<br>18:18 20:22 21:2<br>24:19 26:23 27:7<br>96:8 98:21 99:9,18<br>99:22 100:18 101:7<br>101:12,23   |
|  | <b>basic (7)</b> 16:4 17:4<br>19:20 20:4,4,11<br>29:14   |
|  | <b>basically (3)</b> 13:23<br>26:7 137:5   |
|  | <b>basis (7)</b> 24:11 25:8<br>27:1,2 108:3<br>174:25 185:22   |
|  | <b>bear (5)</b> 15:5,13 28:16<br>95:14 181:24  |
|  | <b>before's (1)</b> 24:14  |
|  | <b>began (2)</b> 34:4 137:25   |
|  | <b>beginning (3)</b> 51:11<br>132:18 196:23  |
|  | <b>begins (1)</b> 182:8  |
|  | <b>behalf (1)</b> 36:15  |
|  | <b>behave (2)</b> 121:16,17  |
|  | <b>behaved (2)</b> 192:23<br>196:9   |
|  | <b>behaving (2)</b> 73:21<br>121:15  |
|  | <b>behaviour (2)</b> 155:17<br>190:17  |
|  | <b>belief (2)</b> 49:1 73:20   |
|  | <b>believe (67)</b> 8:10 10:7<br>22:18 27:3 28:9<br>32:15,18 34:3<br>36:13 46:3,6 49:22<br>51:11 72:10 74:1,3<br>81:18,25 84:14<br>88:15 93:20 100:8<br>111:4,9 114:19<br>125:16 136:16,16<br>137:8 140:9 142:15<br>142:20 144:20<br>159:12 163:6,17<br>164:10 175:3<br>183:17 184:7,16<br>187:22 189:9<br>192:16 193:1,7,8,8<br>194:9,13 199:6,13                                   |
|  | 199:14 200:14,16<br>200:22 203:21<br>205:25 206:14,23<br>207:3 208:5 209:5<br>209:10 210:13,15<br>211:15   |
|  | <b>believed (11)</b> 73:21<br>74:22 76:12 77:1<br>113:22 193:9,19<br>193:20 194:1,13   |
|  | <b>believing (1)</b> 37:1  |
|  | <b>belonged (1)</b> 67:1   |
|  | <b>benefit (4)</b> 65:18<br>103:19 139:23<br>186:21  |
|  | <b>benefiting (1)</b> 186:22   |
|  | <b>benefits (4)</b> 83:9<br>164:2 166:14<br>175:23   |
|  | <b>bespoke (1)</b> 1:17  |
|  | <b>best (27)</b> 23:21 47:2<br>51:7 52:9 62:8 65:9<br>66:15,24 67:6,9<br>68:13 69:16 71:19<br>71:21 76:6 83:15<br>88:24 110:23   |
|  | 129:23,24 147:25<br>164:4 191:1 192:24<br>198:18 199:3 211:8   |
|  | <b>better (4)</b> 130:2 157:6<br>183:24 192:23   |
|  | <b>beyond (1)</b> 5:9  |
|  | <b>big (1)</b> 16:14   |
|  | <b>Birdi (55)</b> 3:18,23 6:16<br>6:18 7:22 21:8 24:2<br>25:9 35:22 36:10<br>36:14,19 37:23<br>39:15 53:6 55:7,22<br>67:11 76:15 82:9<br>87:22 88:6 89:13<br>93:6 96:17 98:15<br>99:4,17 100:23<br>105:11,18 112:16<br>113:17 115:10,25<br>122:2 139:11<br>140:10 148:3,24<br>151:5,19 160:25<br>171:12 174:6<br>193:22 197:22<br>198:14 209:3 211:2<br>211:15,22,23<br>212:20 213:3 |
|  | <b>bit (6)</b> 21:12 23:17<br>96:14 202:22<br>211:10,16  |
|  | <b>blindly (1)</b> 150:10  |
|  | <b>board (58)</b> 1:9,15 2:23<br>3:22 13:15 42:8<br>52:5 53:8,10,13<br>57:22 60:3,11,14<br>65:14,16 75:11<br>76:13 78:7,12,18<br>78:23 82:7 84:4,18<br>87:17 88:4,17,21<br>89:10 90:24 91:2<br>91:14,23,24 92:11<br>92:13,15 93:1<br>95:22 100:7 124:23<br>154:20 167:3 170:1<br>170:6 173:1,5,6,15<br>173:19,20 174:1,9<br>174:19 175:4<br>179:18 192:24                            |
|  | <b>Bognor (1)</b> 87:7   |
|  | <b>Bond (3)</b> 179:17,23,25   |
|  | <b>bonus (78)</b> 7:2,9,14<br>8:3,5 9:5 10:8,9<br>12:18,22 13:1,16<br>13:20 14:11 15:23<br>16:5,21,23 17:8,9   |



|   |  |  |  |   |   |  |
|---|--|--|--|---|---|--|
| 17:11,12,13,14,19<br>17:24,25 18:2,17<br>18:24 19:13,15,16<br>19:18,19,21,25,25<br>20:1,2,3,9,10,13,16<br>20:18,20,25 21:5,6<br>21:20,21,25 22:2<br>22:16,22 23:7,23<br>24:6,22 26:5,7 27:4<br>28:7,14,19 29:1,15<br>29:17 30:1,5,15,20<br>38:10 94:13 95:8<br>117:14 | 31:7 38:9 41:5,7,13<br>41:24 42:4,10,13<br>43:2,19,22,23 45:3<br>45:17 46:19,23<br>47:2 48:5 49:4 51:9<br>51:21 52:10,17<br>54:20 60:12 62:8<br>63:14 64:14 65:10<br>66:15,20,25 67:7<br>67:10,20 68:4,7,14<br>69:17 71:1,20,21<br>72:24 74:23 75:9<br>75:14 76:6 79:23<br>80:1 81:13,15 84:1<br>88:25 89:5 98:1,7<br>98:25 102:8 105:4<br>110:24 111:13<br>113:16,20 114:23<br>118:4 119:22<br>120:12,13,17,22<br>121:6,16,24,24<br>122:17,18,20<br>123:17 124:20,25<br>131:15,18,20 133:3<br>133:6,8 138:25<br>139:6,10,14,23<br>140:8,14 146:7,8<br>147:6,8,21,25<br>148:2 150:2 151:24<br>152:3,18 154:19<br>178:15 186:22<br>189:23 191:6,10<br>192:14 194:10<br>196:10 198:17,18<br>199:3 206:17 209:2<br>209:7,19,20 210:10<br>210:10 211:8 | 189:17<br>calls (2) 121:20 188:19<br>candidate's (1) 79:17<br>Canterbury (1) 82:25<br>car (1) 196:13<br>card (2) 109:23 110:20<br>cards (1) 108:17<br>Carol (3) 20:8 33:18<br>38:13<br>carries (2) 4:13,20<br>carry (4) 91:3 156:21<br>179:13 184:14<br>carrying (1) 187:20<br>case (23) 12:11 27:22<br>40:23 51:6 54:25<br>75:3 87:7,15 90:6<br>94:18 124:19<br>127:21 128:17<br>139:17 140:10<br>148:14 163:11<br>172:9,16 173:8,10<br>173:12 174:3<br>cases (2) 15:19,20<br>cash (6) 97:4,4,10<br>104:18 105:19,23<br>casting (3) 3:2,11<br>cause (2) 42:17<br>132:21<br>caused (1) 34:6<br>ceased (1) 37:12<br>cent (11) 7:10,11,13<br>10:13 24:11 25:2<br>26:1,1,8 120:20<br>141:22<br>certain (2) 99:24<br>165:1<br>certainly (7) 25:14<br>137:8 142:7 160:12<br>171:3 176:4 186:9<br>cetera (4) 11:9 34:8<br>165:2 197:21<br>chain (1) 122:16<br>chairman (12) 1:9,15<br>2:17,23,24 3:4,9,10<br>3:18,19,24 4:2<br>challenge (2) 70:25<br>149:7<br>challenged (1) 119:6<br>chance (1) 14:21<br>change (7) 13:1,17<br>23:25 30:12,25<br>31:4 72:11<br>changed (5) 13:24,25<br>14:2,6 119:11<br>changes (2) 191:1<br>200:1<br>changing (3) 23:22<br>29:21 131:9<br>channel (2) 125:12<br>126:1<br>chap (2) 64:2 189:16<br>charade (5) 189:3<br>205:5,7,12,16<br>charge (12) 12:23 23:4<br>23:18 30:8 37:19<br>114:5 120:9,24<br>122:12,14,15,23<br>charged (2) 5:7 114:5<br>charges (6) 83:17<br>113:21 114:7 115:5<br>123:16 124:7<br>charging (3) 8:17<br>74:23 82:23<br>charts (1) 9:3<br>chasing (5) 49:25<br>51:16 163:22<br>164:18 165:15<br>Chatham (2) 61:9 70:9<br>check (1) 2:5<br>checked (2) 21:24 | 187:7<br>choice (4) 52:6,7,23<br>58:21<br>choose (1) 210:23<br>chose (3) 67:5 69:13<br>70:10<br>circumstances (6)<br>13:1 63:8 70:22<br>82:20 177:22 178:4<br>claim (1) 113:25<br>Clare (2) 137:7 138:17<br>Clark (4) 38:3 68:16<br>68:19 209:24<br>class (2) 1:14,18<br>clause (1) 48:15<br>clear (21) 25:8,9 33:4<br>67:11 71:25 74:13<br>76:9,15,25 78:17<br>116:12 131:17<br>147:7 151:2 159:21<br>161:23 183:21<br>186:13 200:12<br>203:24 209:7<br>clearly (7) 35:5 68:14<br>103:24 112:12<br>113:6 124:1 199:10<br>client's (1) 54:25<br>clinic (9) 117:13<br>145:18 153:9,10,11<br>153:13 178:11,13<br>178:15<br>clinics (3) 52:13 164:4<br>178:16<br>closely (1) 134:16<br>closer (1) 22:7<br>coating (1) 26:13<br>coatings (1) 26:9<br>code (3) 134:3,12<br>137:3<br>cohesive (1) 199:2<br>collecting (1) 80:3<br>colourful (1) 9:3<br>column (16) 15:11,16<br>16:3,21,23 17:8,11<br>18:4 19:2,13,22<br>20:16,20 21:5<br>23:12,15<br>columns (1) 16:4<br>come (31) 13:18 18:24<br>23:19 30:19 35:18<br>58:25 60:3 62:4<br>65:12 68:3 74:5,9<br>76:3 84:3 103:2<br>129:15 132:13<br>136:3 138:17<br>143:10 163:20<br>165:4 181:7,12<br>188:8 193:10<br>196:15 198:3<br>207:24 212:4,15<br>comes (5) 3:18 33:20<br>50:7 69:23 184:10<br>comfortable (1) 71:6<br>coming (14) 13:20<br>30:14 34:14,23<br>36:14 52:5,23<br>67:17 74:3 81:12<br>94:14 135:25 137:4<br>207:5<br>commanded (1) 79:23<br>commencement (1)<br>2:8<br>comment (6) 58:6<br>62:10 66:16 123:7<br>133:11 162:23<br>commentary (1) 76:24<br>commercial (7) 7:19<br>27:13 28:6 51:17<br>79:16 97:5 139:19<br>commercially (5) 27:5 | 30:20 80:12 113:23<br>113:24<br>commitment (3)<br>45:17 154:10 156:4<br>committed (2) 146:5<br>147:9<br>common (1) 4:6<br>communicate (7)<br>125:6,22 128:17<br>129:24,25 157:6<br>196:7<br>communicating (11)<br>121:14,19 126:18<br>127:2 128:13,15<br>129:19 130:1 157:4<br>196:16 197:14<br>communication (7)<br>121:2 124:25<br>125:12,25 126:9,16<br>209:7<br>communications (12)<br>67:24 76:16 116:8<br>118:20 130:4<br>155:12,19,24<br>195:22 196:5,21<br>198:6<br>companies (4) 1:10<br>4:5 5:15 77:10<br>company (25) 2:9 3:4<br>4:6,8,9,9,11,25<br>5:16,17,19 30:8,9<br>97:6 104:24 106:14<br>106:15,21 107:2<br>109:14 110:8<br>114:15 115:6<br>179:24 192:25<br>company's (1) 97:15<br>comparable (2) 107:9<br>107:12<br>compare (2) 22:24<br>25:11<br>compared (1) 19:18<br>comparing (2) 24:12<br>25:10<br>comparison (1) 15:3<br>competencies (1)<br>49:16<br>competitive (2) 82:19<br>83:5<br>complaining (7) 12:22<br>14:7,8 159:3,4<br>163:1 201:11<br>complaint (12) 12:15<br>12:17,18,19 37:13<br>127:17 166:10<br>188:12,16 195:9<br>201:4,16<br>complaints (14) 128:2<br>158:1,13 162:21,23<br>175:6 179:15<br>183:19,20,21<br>187:17 200:9 202:1<br>205:10<br>complete (1) 22:3<br>completed (1) 180:22<br>completely (2) 99:11<br>100:2<br>complex (1) 105:12<br>complicated (2) 1:16<br>5:20<br>compromise (4) 138:2<br>150:19 151:12<br>152:5<br>computer (2) 26:11<br>187:4<br>conceal (1) 183:13<br>concentrate (1) 199:1<br>concern (6) 62:2 67:23<br>69:15 70:11 71:10<br>71:17 | concerned (4) 57:12<br>114:9 123:2 155:16<br>concerns (17) 6:13<br>12:11 58:12 59:6<br>60:19 66:11 70:15<br>71:12,13 79:15<br>159:10,13 162:11<br>162:15 163:12<br>164:7,7<br>concludes (1) 45:12<br>conclusion (5) 186:1<br>186:12 188:7,8<br>198:3<br>conditional (5) 153:20<br>154:2,16 177:24<br>178:3<br>conditionality (2)<br>147:17 148:16<br>conditions (1) 41:8<br>conductive (1) 60:12<br>conduct (2) 70:15<br>130:4<br>conducting (1) 60:12<br>conducts (1) 4:21<br>conduit (2) 72:11<br>131:10<br>confidence (3) 69:5<br>73:7,15<br>confident (3) 70:24<br>211:15,17<br>confidential (1) 60:20<br>confirm (1) 145:22<br>confirmed (3) 69:4<br>118:1 145:20<br>confirming (3) 119:15<br>142:10,13<br>confirms (1) 44:23<br>conflict (12) 71:16<br>113:5 114:6 129:13<br>160:9 161:23 164:1<br>185:18 186:3,14<br>188:11 201:20<br>conflicts (4) 128:4<br>163:21 200:12,12<br>conscious (3) 6:10<br>111:2 140:1<br>consciously (1) 132:20<br>consent (1) 94:1<br>consider (8) 23:22<br>61:24 62:6,7 68:2,8<br>81:10 186:1<br>consideration (2)<br>20:17 90:15<br>considered (18) 51:6<br>61:21,24 62:5,7<br>72:2,5 81:8,23<br>82:18 83:4 84:5,6<br>84:16,21 87:11<br>183:12 210:21<br>considering (1) 62:9<br>consistent (3) 97:5<br>150:6 189:2<br>consolidated (1) 106:7<br>conspiracy (13) 31:13<br>46:1,15,21 64:20<br>88:19 89:2 125:3<br>136:12,15 137:3<br>193:23 194:5<br>conspirator (1) 210:24<br>conspiring (1) 42:24<br>constructed (1) 153:4<br>consult (1) 95:19<br>consulted (5) 56:24<br>57:6 58:3,15,16<br>contact (3) 189:6<br>200:11 201:24<br>contemporaneous (2)<br>9:6 14:17<br>content (2) 203:21<br>210:5 | contentious (2) 85:22<br>144:19<br>context (9) 9:16 40:23<br>77:3 132:23 133:25<br>135:11 177:18<br>183:23 188:4<br>continue (2) 51:24<br>126:20<br>continued (5) 6:16,17<br>186:6 213:3,4<br>contract (10) 75:13<br>77:13,14,16 78:21<br>89:22 90:2,23<br>108:11 147:23<br>contribute (1) 70:25<br>convene (3) 53:18<br>93:1 95:22<br>convened (2) 92:15<br>167:3<br>convenience (1)<br>203:11<br>convenient (4) 1:8<br>52:25 115:8 211:11<br>conversation (1)<br>129:4<br>conversions (1)<br>137:23<br>cooperation (1) 65:16<br>copied (1) 154:8<br>copies (5) 39:25 40:4<br>119:14 175:16<br>182:12<br>copy (12) 40:10 77:13<br>141:7 142:7,9,13<br>142:18,24 143:7,16<br>155:5 172:13<br>corner (1) 29:8<br>correct (135) 5:19<br>7:15,18 8:10 11:5<br>12:7,10,12,16<br>18:20,21 20:25<br>22:3,24 25:19<br>29:13 30:6 32:22<br>36:9 38:19,24,25<br>41:10 43:3,20<br>44:10,13,22 48:4,6<br>48:22 54:19 61:10<br>61:14,17,20 63:21<br>69:10 73:3,11 75:6<br>75:7,21 76:2 77:6<br>78:4 79:4,7,13<br>80:12 81:5,15 85:9<br>85:25 86:22,25<br>87:21 90:8 91:13<br>92:10 96:6,22,24<br>97:7,9,11,14<br>100:16 102:15<br>104:3,11,20 105:1<br>108:12,13,14,18<br>109:2,6,12 114:6<br>116:17,24 117:25<br>118:6,9,12 119:16<br>119:17,20 125:8,9<br>125:21 127:2<br>129:18 130:11<br>132:11 136:13<br>140:25 141:1 144:8<br>149:17,21 152:25<br>155:8 157:25 158:5<br>159:25 163:10<br>166:23 167:2 168:2<br>168:4 170:4,8<br>171:10 174:21<br>176:6,9,9,11,12,13<br>176:24 179:16,17<br>179:22 180:16<br>181:16 185:3<br>187:21 194:7<br>195:15 210:25<br>211:1 |
|---|--|--|--|---|---|--|

|                        |   |
|------------------------|---|
| <b>C</b>               |   |
| calculate (1) 25:4     | calculated (7) 11:7<br>17:20 21:23 98:21<br>101:16 103:17<br>105:10 |
| calculation (2) 25:1   | 105:12  |
| calculations (3) 14:16 | 14:18 17:23   |
| call (2) 135:8,20      | called (5) 13:15 53:13<br>97:21 155:15                              |

|                                   |                        |                         |                        |                        |                        |                         |
|-----------------------------------|------------------------|-------------------------|------------------------|------------------------|------------------------|-------------------------|
| corrected (3) 157:14<br>157:16,21 | 186:24,25              | 201:15 202:18           | 17:22,24 21:5          | 74:11,14,14 78:22      | 98:12,22 99:9,10       | D2 (4) 2:1 105:6 106:4  |
| correctly (1) 5:15                | Dartford's (1) 145:13  | 205:3 210:6,8           | 99:11 100:2,4          | 160:11                 | 99:21,23 100:19        | 116:11                  |
| correlation (1) 70:22             | date (8) 90:3 95:7     | decisions (4) 55:17     | 102:6 103:4,5,13       | disclosing (1) 73:7    | 101:8,24 103:19        |                         |
| correspondence (3)                | 116:1 145:23           | 69:23 81:12 210:25      | 103:16,17,17 106:1     | disclosure (17) 18:25  | 104:24 107:18          | E                       |
| 58:7 94:20 174:6                  | 170:15 174:12          | declaration (2) 97:13   | 119:12 121:20          | 24:23 26:4 37:15       | dividing (1) 27:2      | earlier (11) 20:14 30:6 |
| cost (1) 191:2                    | 203:7,11               | 105:17                  | 126:23,25 145:2        | 56:3 71:9 118:19       | document (22) 9:7,10   | 33:8 58:15 120:16       |
| costing (1) 209:14                | dated (5) 29:4 102:24  | deduct (1) 20:12        | 175:21 187:19          | 121:18 143:1,5,13      | 9:10,21 10:3 14:15     | 123:24 132:7,10         |
| costings (1) 209:19               | 140:22 167:14,19       | deducted (2) 17:9,12    | 189:20 191:12          | 143:14 150:14          | 14:17,22 15:12         | 134:8 139:15            |
| costs (7) 8:17,22 68:6            | dates (2) 125:15 203:8 | definitely (5) 141:10   | 194:14,16 195:6        | 161:8 170:22 181:9     | 18:9 25:22 39:23       | 195:11                  |
| 68:24 120:13                      | David (2) 38:3 209:24  | 156:7 157:11,19         | 200:25                 | 181:11                 | 56:13,15 77:18         | early (4) 60:2 111:25   |
| 184:11 207:25                     | day (38) 14:19 25:3,11 | 161:22                  | differential (1) 84:9  | disclosures (3) 61:25  | 135:11 144:13          | 112:1 211:10            |
| counsel (2) 115:17,18             | 25:12,25 27:5 38:2     | definition (1) 35:12    | difficult (12) 36:22   | 124:1 143:9            | 168:21 170:15          | earns (1) 114:4         |
| couple (2) 95:6 180:20            | 78:23 89:11 108:22     | del (16) 44:21 48:9,11  | 37:4 41:8 72:12        | discrepancy (1) 22:10  | 171:6,15 182:2         | easily (1) 26:11        |
| course (5) 15:14 42:25            | 109:21 117:8,10,12     | 53:7 57:14 60:1         | 74:21 77:2 111:5       | discriminated (1)      | documents (6) 8:25     | East (1) 136:6          |
| 45:2 134:1 150:8                  | 142:12 144:7           | 78:7,14 79:11           | 122:16 131:9 190:9     | 93:21                  | 15:18 76:24 170:6      | easy (2) 26:14 187:4    |
| court (2) 15:18 212:25            | 145:23 146:5 147:5     | 81:22 82:10 88:3        | 190:11 208:23          | discuss (5) 110:17     | 170:21,25              | effect (8) 8:18 13:7    |
| courtesy (1) 166:6                | 147:10,24 148:6        | 91:22 119:5,8           | difficulties (4) 45:14 | 117:11 128:10          | doing (27) 10:21       | 77:22 83:14 87:22       |
| cover (3) 38:5 68:25              | 149:24 153:4           | 127:15                  | 163:13 166:1 197:1     | 159:9 162:10           | 26:17 28:5 30:16       | 88:8 98:12 108:20       |
| 153:13                            | 154:21 156:22          | delay (1) 195:10        | diffuse (1) 163:13     | discussed (25) 6:4     | 30:21,22 66:14         | effectively (8) 55:16   |
| covered (2) 144:20                | 158:20 162:17          | delegated (1) 55:14     | diligence (1) 66:14    | 17:14 26:24 28:23      | 71:20,25 83:14         | 59:12 81:1 87:23        |
| 166:13                            | 164:19 165:15          | deliberate (3) 112:9    | direct (1) 199:21      | 30:2 38:8 43:10        | 113:6 130:23           | 88:9 106:14 107:2       |
| covers (4) 2:22 12:4              | 175:3,4 189:7          | 112:24 183:13           | directed (1) 27:20     | 130:10 135:19          | 131:16 133:4,5         | 107:24                  |
| 16:19 167:8                       | 190:3,4 203:13         | deliberately (2) 112:8  | director (53) 7:24 8:1 | 140:23 144:10          | 136:18 139:8 152:3     | efficiency (1) 5:10     |
| covert (1) 115:6                  | 204:4 212:25           | 183:16                  | 27:17 30:8 44:21       | 145:15 146:13,20       | 159:21 161:6,10        | efficient (1) 4:25      |
| covertly (2) 122:10               | days (63) 17:7 25:24   | demand (4) 41:4         | 47:13 48:9,20          | 148:4 149:23           | 164:11 171:5           | effort (2) 198:12,14    |
| 125:13                            | 26:17 27:3 52:14       | 71:5 75:5 189:6         | 49:17 50:7,8,13,16     | 150:18 151:6,8         | 186:17 207:17          | efforts (1) 198:20      |
| co-director (9) 62:2              | 52:19 59:23,25         | demands (1) 80:7        | 55:1,4,18,20,21        | 156:5,10,20,22         | 208:25 211:12          | EGM (3) 77:4,9 79:5     |
| 86:13 123:12,13                   | 60:1 64:7 74:6 99:2    | denied (1) 41:15        | 58:20 62:13 65:7       | 157:9 179:2            | Dominic (1) 13:6       | EGMs (2) 77:9 108:11    |
| 124:20,24 127:22                  | 140:24 145:19,21       | Denise (2) 191:4        | 65:15 66:12,13         | discussing (12) 6:18   | double (1) 153:11      | eight (5) 33:14 35:23   |
| 206:15 210:11                     | 145:21 146:3,5,7       | 192:13                  | 67:16,17 69:24         | 26:22 65:17 144:19     | doubt (7) 3:11 34:13   | 74:5 120:15 191:8       |
| co-directors (1) 78:25            | 147:5,7,10,23,23       | departed (1) 98:24      | 70:4,5 71:15 74:3,4    | 152:2,3,17 157:3       | 35:19,22,23 37:20      | either (14) 35:13       |
| co-director's (1) 69:25           | 147:24,24,24 148:1     | department (7) 29:23    | 76:8 77:4,19 80:8      | 163:25,25 164:3,3      | 37:22                  | 39:16 48:10 53:9        |
| created (3) 10:17 11:9            | 148:1,5 149:19         | 37:9 49:14,20           | 80:14 83:2 85:1,23     | discussion (12) 30:4   | downhill (1) 28:3      | 53:12 54:13 92:20       |
| 110:12                            | 150:5,12,19 151:1      | 75:14 93:14 113:8       | 86:22,25 87:8 89:8     | 129:7,8 145:17,19      | draft (1) 78:21        | 92:24 114:19 144:9      |
| credibility (1) 71:10             | 151:3,9,13,18,23       | departure (1) 63:9      | 91:24 94:17 97:20      | 146:11,18,24,25        | dramatically (1) 8:8   | 165:24 166:3            |
| credit (3) 108:17                 | 152:13 153:2,16,24     | depend (5) 52:17        | 97:24 108:10 114:4     | 147:18 157:18          | draw (2) 31:13 45:13   | 184:13 205:21           |
| 109:22 110:20                     | 154:4,10,11,21         | 146:9 148:1 150:2       | 121:15 146:8           | 181:7                  | drive (17) 42:10,13    | element (2) 147:16      |
| Cristina (7) 56:12 60:1           | 156:5,9 157:7,11       | 154:18                  | 147:21                 | discussions (2) 117:10 | 43:18,22,23 83:18      | 148:16                  |
| 78:7,14 88:3 119:5                | 157:13 171:20          | dependent (1) 104:18    | directorial (5) 54:22  | 128:21                 | 47:24 88:10 111:13     | email (68) 8:16 24:4    |
| 119:8                             | 172:6,8 175:12         | depending (2) 26:16     | 146:10 147:9 148:2     | dishonest (8) 32:15    | 120:16 131:14,17       | 29:22 31:3 47:25        |
| criteria (1) 65:2                 | 185:22 186:5           | 147:8                   | 150:3                  | 34:1 64:20 193:23      | 131:20 133:3,5         | 56:10,15 60:2           |
| cross (1) 178:14                  | 198:14 199:9,16        | depreciate (3) 27:23    | directors (38) 2:16,19 | 194:4,18 207:15        | 193:23 194:5           | 74:24 76:17,18          |
| Cross-examination (2)             | 200:5                  | 37:3 113:8              | 4:23 35:24 38:16       | 210:24                 | driven (5) 133:8       | 108:25 110:16           |
| 6:17 213:4                        | day's (2) 24:12,13     | Derek (12) 38:14 39:4   | 51:14,20,21 52:6       | dishonestly (8) 31:15  | 138:25 139:6,14        | 112:12 116:9            |
| current (2) 104:21                | day-to-day (8) 8:1     | 46:8 47:12 51:15        | 53:10 55:15 58:18      | 32:14 187:20           | 191:6                  | 121:19 124:4,9,12       |
| 197:12                            | 55:11,14,19 114:2      | 64:11 78:7,11           | 65:9,17 66:24          | 191:14 206:2 208:4     | driving (4) 41:23 42:3 | 124:15,21,22 125:7      |
| currently (1) 45:2                | 118:15 147:22          | 124:6 184:19            | 69:13 70:9,9 71:22     | 208:7,11               | 43:1 209:1             | 125:17,18,23 126:4      |
| customer (3) 4:14                 | 198:17                 | 187:24 207:1            | 71:23 82:2,24 86:5     | dispenser (1) 80:22    | dropping (1) 8:8       | 126:19 127:12,24        |
| 137:20 178:12                     | deal (15) 1:7 13:21    | describes (2) 24:8,23   | 86:9 97:22 98:8        | dispenser/retailer (1) | dual (3) 4:6,8,25      | 128:7,8,16,18,22        |
| customers (1) 4:21                | 52:3 55:10 116:21      | description (1) 10:19   | 114:8,9 117:22         | 79:21                  | due (5) 45:1 66:14     | 129:20 132:4,7          |
| cut (1) 16:18                     | 124:22 125:5           | desire (2) 41:6 75:9    | 121:16,23 125:17       | dispensing (5) 4:21    | 106:21 196:2           | 133:10,10,11,19         |
| CX (1) 137:19                     | 126:15 146:9           | desired (1) 79:17       | 126:4,8 158:7,10       | 50:16,24 84:10         | 212:15                 | 135:16 136:2            |
| cynical (4) 182:17,22             | 160:25 169:24          | desk (1) 6:21           | 197:18 206:17          | 123:12                 | duties (13) 7:25 50:25 | 137:11 142:16           |
| 183:4 184:1                       | 178:11 185:8           | desperate (1) 81:19     | directorship (1) 61:15 | disposed (1) 44:11     | 54:16,22 55:1          | 149:23 152:19           |
| C/18/189 (1) 5:4                  | 205:21 207:18          | despite (2) 147:16      | director's (1) 27:22   | dispute (1) 126:11     | 114:8 146:10 147:9     | 153:5 154:3,7,15        |
|                                   | dealing (6) 13:14 36:6 | 163:22                  | director, and (1) 80:1 | disputes (1) 155:13    | 148:2 150:3 178:13     | 154:24 157:24           |
| D                                 | 50:2 53:7 136:5        | 170:1                   | director/executive (1) | distraught (1) 191:7   | 189:11 206:17          | 158:4,6,7,10 160:6      |
| daily (5) 24:11 25:1,3            | 170:1                  | 142:10 203:18           | 55:19                  | distributable (4) 98:5 | duty (2) 71:9 189:18   | 183:18,23 186:17        |
| 25:8 27:2                         | deals (6) 5:4 57:16    | deteriorated (1) 116:5  | DIR.Dartford (1)       | 102:7 107:21           | DVL (1) 7:25           | 191:19 203:17,20        |
| damage (6) 28:6 33:22             | 175:22 185:11,15       | determination (1)       | 125:18                 | 114:23                 | Dyson (38) 5:2,14 33:4 | 204:8,20,20             |
| 34:6 74:23 199:7,8                | 202:22                 | 145:16                  | disagree (18) 27:13    | distribute (4) 97:21   | 38:8,14,14,18,19       | emails (30) 33:18       |
| damaged (4) 33:13                 | dealt (8) 90:10 119:1  | determined (2) 38:8     | 81:16 83:21 113:3      | 98:2,11 105:4          | 38:20,23,23 39:4,5     | 36:25 38:13 42:14       |
| 35:5 196:24 199:15                | 161:24 182:21          | 138:23                  | 139:20,24 140:12       | distributed (6) 26:16  | 39:6,9 40:17 46:8      | 50:5 63:17,22           |
| damaging (2) 28:8                 | 185:6,7 192:18         | detriment (2) 178:15    | 140:16 187:8 191:3     | 97:18 98:14 99:1       | 47:12 48:10 51:15      | 76:10,11,12,15          |
| 33:20                             | 195:18                 | 186:2                   | 191:15 194:22          | 100:9 101:11           | 64:11 78:7,11 88:3     | 83:14 112:2 118:22      |
| Daniel (1) 38:3                   | December (4) 44:11     | devalue (1) 8:16        | 198:23,24 208:1        | distribution (7) 96:21 | 89:6 98:24 111:14      | 120:19 121:21           |
| Darshan (2) 32:20                 | 93:13 155:7,7          | devalues (2) 8:18,19    | 210:7,8 211:5          | 104:18 105:14,22       | 111:14,22 121:1        | 124:2,17,19 125:14      |
| 33:2                              | deception (1) 205:15   | develop (1) 136:22      | disagreed (1) 210:22   | 105:23 167:9           | 124:6 130:24           | 125:15 129:22           |
| Dartford (37) 1:11,17             | decide (1) 66:18       | development (1)         | disagreeing (1) 208:3  | 175:23                 | 161:13,14 184:19       | 130:25 131:3 151:5      |
| 27:12 45:1,16,19                  | decided (3) 52:8 123:6 | 136:6                   | disagrees (1) 6:12     | distributions (1)      | 187:24 207:1,2         | 183:24 203:3,3          |
| 49:3,25 50:3 51:6,8               | 204:4                  | dialogue (1) 51:25      | disappointed (1) 60:7  | 176:12                 | Dyson's (4) 61:21      | 208:25 210:1            |
| 70:23 72:21 73:1,2                | decision (33) 7:19,22  | diary (1) 119:18        | disbelieve (4) 27:9,10 | divided (1) 25:24      | 82:18 83:4 87:10       | emergency (1) 38:5      |
| 79:23,25 80:13,23                 | 8:11,12,13 41:14       | difference (9) 2:10 5:6 | 39:1 142:3             | dividend (17) 83:9     | D/14/171 (1) 1:12      | employed (2) 61:4       |
| 81:2 82:20 83:6                   | 51:10 71:18 79:5       | 8:21 15:22 16:8,14      | disciplinaries (1)     | 96:3,23 97:10,21       | D/14/172 (1) 1:14      | 190:15                  |
| 87:15,21 112:9                    | 80:12 81:16,17,18      | 22:5 23:16 84:12        | 17:15                  | 97:25 100:9 101:10     | D/2/9 (1) 1:19         | employee (10) 54:16     |
| 114:25 118:5 123:8                | 89:6,9,12 176:15       | differences (2) 84:12   | disciplinary (5) 37:17 | 101:12,13,16 104:4     | D/23/315 (1) 106:12    | 55:2,8,9,15 62:14       |
| 124:4 127:20                      | 176:18 177:13          | 139:22                  | 44:8 124:3 185:5       | 104:5,7 105:2          | D/32/437 (1) 2:24      | 70:3,8 91:17,25         |
| 144:22 145:16                     | 182:6 187:10           | different (33) 2:2,3    | 198:15                 | 108:8 114:20           | D/32/443 (2) 2:15      | employees (1) 4:24      |
| 158:25 159:6 186:3                | 189:14,23 200:18       | 4:5 15:2,20 16:4        | disclosed (10) 70:17   | dividends (18) 96:9,15 | 3:16                   | employers (1) 59:10     |
|                                   | 200:21,25 201:2,13     |                         | 70:20 73:13,19,24      | 96:20 97:4,13,17       | D1 (2) 1:12,19         | employment (1)          |

October 27, 2014

|  |   |   |  |  |  |   |  |
|--|---|---|--|--|--|---|--|
| 108:11<br>employs (1) 4:22<br>enclose (1) 57:22<br>enclosed (1) 92:8<br>encourage (1) 140:1<br>encouragement (1)<br>209:8<br>ended (1) 209:4<br>enforced (3) 118:19<br>132:18 200:5<br>engaged (1) 120:16<br>enquiries (1) 122:18<br>enquiring (1) 123:5<br>enquiry (2) 202:3,5<br>ensure (2) 79:17<br>139:13<br>enter (1) 66:19<br>entirely (1) 57:11<br>entitled (4) 67:4 72:1<br>91:18 93:17<br>entity (4) 4:17,17,19<br>4:19<br>entrenched (1) 3:21<br>envisaged (1) 63:14<br>episode (1) 208:17<br>equal (1) 124:25<br>equalisation (4) 164:2<br>166:13 167:9<br>175:22<br>equalise (3) 165:3<br>176:12 196:13<br>equipment (1) 4:18<br>Erm (1) 201:11<br>error (2) 101:3 193:6<br>errors (1) 27:19<br>escalated (1) 42:23<br>especially (1) 66:12<br>essence (1) 197:8<br>establish (1) 118:4<br>et (4) 11:9 34:8 165:2<br>197:21<br>evening (3) 149:23<br>154:3 164:19<br>events (1) 70:22<br>eventually (9) 72:12<br>131:11,20 133:7<br>138:24 139:6,9,13<br>209:23<br>even-handed (1)<br>199:24<br>everybody (1) 27:3<br>evidence (46) 36:20<br>36:22,25 39:1<br>61:21,22 70:14,16<br>70:18,20 74:2,13<br>74:20 82:21 83:11<br>84:2,5,16,21 87:10<br>87:22 88:8 100:22<br>100:25 103:21,23<br>112:10 126:3,11,12<br>138:14 141:25<br>147:18 148:24<br>149:12 150:17<br>171:17 186:6 188:2<br>190:4,16,25 197:7<br>204:5,6 208:14<br>evidenced (1) 88:3<br>exact (6) 95:21 99:13<br>99:14 128:19 175:4<br>203:18<br>exactly (6) 22:11 86:4<br>87:1 99:6 148:18<br>196:15<br>example (12) 3:6,8<br>15:21 16:13 17:6<br>37:2 76:22 82:25<br>127:7 175:18<br>178:14 189:5<br>excellently (1) 49:3<br>exceptional (2) 177:21 | 178:4<br>excess (4) 12:13 40:25<br>41:3 75:5<br>excessive (3) 88:13<br>114:7 115:4<br>excessively (1) 74:23<br>exchange (1) 133:19<br>excluded (1) 55:16<br>excluding (1) 99:23<br>excuse (1) 79:1<br>executing (2) 120:9<br>122:23<br>executive (3) 55:7,11<br>55:20<br>exercise (2) 182:22<br>183:5<br>existing (6) 26:5,7<br>65:7 67:16 74:4<br>121:16<br>exists (1) 196:8<br>exiting (1) 64:3<br>expect (2) 80:3 101:13<br>expectations (3) 79:18<br>81:9,10<br>expected (4) 84:23<br>101:10,25 102:1<br>expenses (13) 54:20<br>123:14 127:18<br>164:5 166:18 176:8<br>195:10,17 196:14<br>201:5,8,12,18<br>experience (9) 48:20<br>49:1 50:24 60:14<br>79:22 80:23 81:24<br>89:7 96:17<br>experienced (2) 31:5<br>45:14<br>expert (1) 126:10<br>expertise (1) 81:24<br>explain (11) 20:7 90:5<br>105:9 106:2 123:1<br>171:14 172:15,20<br>173:3,21,23<br>explained (3) 57:20<br>68:24 162:14<br>explains (1) 185:4<br>explanation (4) 6:5<br>64:19 68:4 123:16<br>exploring (1) 105:16<br>exposed (1) 47:16<br>Express (1) 187:18<br>expressed (3) 48:6<br>66:20 67:23<br>expresses (1) 66:3<br>expressing (2) 48:5<br>72:4<br>expressly (1) 148:10<br>extensive (1) 49:15<br>extent (1) 107:4<br>extra (6) 8:17 19:14<br>27:22 35:17 87:17<br>95:7<br>extremely (1) 193:13<br>ex-employers (1)<br>70:12<br>eye (5) 118:22 136:4<br>136:17 155:20,21<br>EyeQ (1) 92:4<br>E/1110/4324 (3) 8:24<br>9:1 10:2<br>E/1111/4334 (1) 10:8<br>E/1111/4349 (4) 9:5<br>10:24 15:1,12<br>E/1111/4352 (1) 10:6<br>E/28/234 (1) 104:14<br>E/288.1/1188 (1)<br>44:24<br>E/288.1/1190 (1)<br>45:12<br>E/297/1205 (1) 29:21 | E/307/1217 (1) 75:13<br>E/314.1/1228 (1)<br>47:24<br>E/323/1241 (1) 48:8<br>E/323/1242 (3) 49:2<br>51:5,23<br>E/344/1294 (1) 53:15<br>E/350/1301 (1) 53:7<br>E/359.1/1348 (3)<br>54:23 55:22 56:23<br>E/359/1346 (1) 56:13<br>E/360/1350 (1) 57:19<br>E/360/1351 (1) 58:4<br>E/367.1/1379 (1) 60:9<br>E/367.1/1380 (1) 61:2<br>E/373/1413 (3) 62:25<br>64:24 65:14<br>E/373/1414 (1) 66:1<br>E/373/1415 (1) 71:8<br>E/377/1429 (2) 3:9,24<br>E/381/1456 (1) 77:8<br>E/383/1465 (1) 104:1<br>E/390/1488 (2) 77:25<br>79:9<br>E/392/1495 (2) 89:19<br>90:1<br>E/393/1496 (1) 79:12<br>E/393/1497 (2) 89:18<br>90:11<br>E/396/1501 (1) 90:24<br>E/397/1503 (1) 78:16<br>E/411/1540 (2) 91:21<br>95:12<br>E/411/1542 (1) 95:16<br>116:15 117:18<br>E/446/1595 (2) 132:6<br>133:9<br>E/460/1622 (1)<br>117:20<br>E/460/1623 (1) 118:1<br>E/460/1625 (1) 118:8<br>E/463/1629 (1)<br>118:11<br>E/470/1640 (3)<br>119:13 121:4<br>124:13<br>E/482/1672 (1) 143:3<br>E/483/1674 (1)<br>135:13<br>E/484.1/1676 (2)<br>140:19 144:14<br>E/484.1/1677 (1)<br>145:11<br>E/484/1675 (1) 142:8<br>E/490/1690 (2) 149:6<br>149:16<br>E/491/1693 (1)<br>152:20<br>E/528/1758 (1)<br>137:13<br>E/536/1769 (1) 154:7<br>E/559/1808 (1) 127:7<br>E/562/1815 (2)<br>127:25 157:23<br>E/570/1881 (2) 128:6<br>159:8<br>E/579/1901 (1)<br>162:14<br>E/580/1903 (1)<br>162:16<br>E/624/1961 (1)<br>165:11<br>E/633.1/1977 (1)<br>166:14<br>E/633/1976 (1) 166:9<br>E/645.1/1996 (1)<br>155:3<br>E/662/2048 (2) 167:4<br>170:9 | E/662/2049 (1) 167:6<br>E/668/2062 (3)<br>167:23 168:9,25<br>E/670/2067 (1)<br>171:19<br>E/679/2206 (1)<br>175:15<br>E/679/2208 (2)<br>175:19,25<br>E/679/2210 (1) 179:7<br>E/685/2220 (1) 180:3<br>E/7/107 (1) 16:3<br>E/7/114 (1) 16:15<br>E/7/118 (1) 29:3<br>E/709/2272 (2)<br>177:10,12<br>E/709/2273 (1)<br>177:20<br>E/709/2274 (1)<br>178:18<br>E/718/2298 (1)<br>180:14<br>E/718/2390 (1)<br>180:19<br>E/723/2398 (3)<br>180:12 181:10,13<br>E/724/2399 (1)<br>181:18<br>E/736/2434 (1)<br>181:20<br>E/748.1/2501 (1)<br>182:9<br>E/748.1/2502 (1)<br>184:23<br>E/748.1/2503 (1)<br>185:11<br>E/748.1/2504 (1)<br>185:14<br>E/748.1/2505 (1)<br>188:12<br>E/748.1/2509 (1)<br>189:24<br>E/748.1/2510 (3)<br>191:19,23 192:6<br>E/748.1/2511 (1)<br>195:8<br>E/748.1/2512 (1)<br>197:5<br>E/748.1/2519 (2)<br>185:14 198:4<br>E/748/2500 (1) 182:4<br>E/757/2556 (1) 201:1<br>E/769.1/2575 (2) 93:9<br>93:19<br>E/769.1/2576 (1) 94:3<br>E/786.1/2599 (1)<br>94:22<br>E/818/2654 (3)<br>203:13 204:12,16<br>E/818/2657 (1) 203:6<br>E/820/2660 (1)<br>203:20<br>E/825/2666 (4) 202:6<br>202:10 204:3 205:2<br>E/825/2668 (2)<br>202:20 209:3<br>E/88/433 (1) 24:5<br>E/88/434 (1) 24:25<br>E1 (4) 15:24,25 29:3<br>44:15<br>E1/114 (1) 16:15<br>E10/2575 (1) 93:9<br>E10/2666 (1) 202:6<br>E15 (6) 6:21,23 8:23<br>40:3,4 44:15<br>E16 (1) 3:6<br>E2 (3) 6:21,24 104:13<br>E2/433 (1) 24:5<br>E2/88/433 (1) 6:25<br>E26 (1) 29:6 | E5 (5) 29:21 44:14,18<br>59:19 75:12<br>E5/1228 (1) 47:24<br>E6 (10) 3:8 59:20 77:7<br>89:18 103:25<br>105:21 116:11,14<br>127:8 132:5<br>E6/1429 (1) 3:9<br>E6/1540 (1) 95:12<br>E7 (3) 140:17 155:1<br>157:22<br>E7/1674 (1) 135:12<br>E7/1690 (1) 149:6<br>E7/1769 (1) 154:7<br>E7/1808 (1) 127:7<br>E7/1901 (1) 162:13<br>E8 (5) 155:1 166:9<br>168:21 179:7<br>180:11<br>E8/1996 (1) 155:3<br>E8/2048 (1) 167:4<br>E8/2067 (1) 171:19<br>E9 (2) 177:9 202:6<br>E9/2398 (1) 180:12 | F<br>facade (2) 200:3,7<br>face (1) 198:15<br>facilitated (1) 58:10<br>facility (1) 106:15<br>facing (1) 145:14<br>fact (63) 5:6 12:8<br>15:20 16:16,19<br>22:22 23:21 29:10<br>31:10,20 33:1<br>38:17 39:13 41:12<br>47:21 48:9 50:6<br>56:9 59:5 61:1<br>67:19 68:19 70:7<br>75:17,19,25 77:9<br>84:25 85:23 86:21<br>88:3 89:18 92:2<br>93:16 94:8 99:8<br>108:7 120:16 122:8<br>122:12 135:19<br>140:20 144:3<br>147:16 150:9,18<br>153:15 165:23<br>167:21 169:16<br>171:3 172:11,18<br>176:14 180:8,13,18<br>186:21 194:9<br>202:12,25 203:15<br>210:7<br>facts (2) 183:14 193:5<br>factually (2) 63:21,23<br>failed (4) 115:18<br>176:4,7 177:8<br>failure (2) 166:13,16<br>fair (14) 36:19 82:19<br>83:5 87:25 116:6<br>126:17 195:5<br>197:16,23,24 205:9<br>205:14 211:25<br>212:2<br>fairly (7) 116:5,8<br>138:4 183:12 208:6<br>210:21 211:17<br>fall (1) 55:20<br>false (1) 34:7<br>falsely (4) 31:15,24<br>32:6,14<br>familiar (1) 11:6<br>family (1) 199:21<br>fantastic (1) 36:2<br>far (4) 51:7 57:12<br>114:9 156:24<br>fashion (1) 103:18<br>Fatima (4) 31:25 32:7<br>34:8 35:7 | favour (4) 1:14 188:22<br>188:25 195:13<br>fax (14) 168:8,10,16<br>168:24 169:5,8,10<br>169:14,15 170:11<br>170:18 171:2,20<br>173:9<br>faxed (4) 167:22 168:3<br>E6/1540 (1) 95:12<br>faxing (3) 168:21<br>171:3,13<br>fear (1) 32:12<br>feared (1) 46:9<br>February (9) 15:8 29:5<br>29:11 107:20<br>113:11 114:24<br>129:11,13 160:5<br>fee (1) 186:23<br>feel (14) 13:22 28:6<br>71:6 81:15 122:7<br>129:23 147:25<br>148:3 186:13 188:7<br>200:3 205:13,13,19<br>feeling (3) 118:24<br>121:12 193:13<br>feet (1) 6:11<br>fellow (3) 65:17 80:1<br>94:17<br>felt (7) 31:6 118:13<br>120:5 121:13<br>181:15 198:17<br>208:21<br>fictional (2) 109:4<br>110:15<br>fiduciary (2) 189:10<br>189:18<br>figure (34) 12:5 15:22<br>15:23 16:9,14 17:2<br>17:3,16 18:6,24<br>19:8,10,20,21<br>20:18,21,23 21:2<br>21:13,18 22:1 23:2<br>25:14 41:17 96:8<br>98:19,20 99:16<br>100:15 101:7,16,23<br>102:11,21<br>figures (41) 8:21 9:5<br>9:23 10:22 11:3,6,8<br>12:1 14:11,12<br>15:17 16:8,24<br>17:10,20 18:1,3,13<br>18:22 19:6,12,20<br>19:25 20:9,12<br>21:14,22,24 22:6,7<br>22:9,15,19 23:13<br>24:20,20 26:14<br>69:1 102:20 106:1<br>107:23<br>final (12) 13:3 23:23<br>29:25 30:21 31:10<br>44:7 58:21 90:1,11<br>147:4 179:2 202:19<br>Finally (2) 22:3 211:2<br>Finance (1) 106:16<br>financial (11) 82:20,23<br>83:5 90:14 106:7<br>110:10,12 114:15<br>115:2,4 184:11<br>find (8) 160:14,19<br>162:21 163:7 164:6<br>164:11 165:3 184:8<br>finding (8) 154:9<br>163:1 186:8 187:14<br>188:22,25 195:13<br>197:7<br>fine (8) 21:15 26:6<br>127:23 131:14<br>141:19 163:2<br>176:22 212:14<br>finish (4) 10:5 114:13 | 211:14,17<br>first (43) 1:9 4:4 7:24<br>8:2 10:2 11:10,15<br>14:19 15:2,4 41:6<br>41:20,22 42:3<br>46:17,19 52:12<br>57:16 60:14 61:11<br>62:21 74:7 91:24<br>105:20 108:22,23<br>109:20,21 116:7<br>117:8,9,10,12<br>123:24 132:16<br>144:16 152:23<br>169:1 185:17<br>186:14 190:3 195:8<br>200:4<br>firstly (6) 9:6 80:21<br>98:19 141:25<br>160:16 169:24<br>fitter (1) 200:11<br>five (14) 33:5 52:14<br>53:2 147:7,23<br>148:1 150:12 151:1<br>151:3,13,17 152:13<br>174:14 191:8<br>fixed (1) 17:7<br>flexibility (2) 178:11<br>178:17<br>flexible (2) 192:13,14<br>floated (1) 152:4<br>floor (3) 158:14<br>188:13,20<br>flow (1) 205:17<br>flushed (2) 162:22<br>183:19<br>flushing (1) 183:20<br>focus (1) 141:16<br>focused (1) 137:18<br>focuses (1) 155:11<br>follow (2) 71:22 94:24<br>followed (5) 67:8<br>130:5 149:3 152:19<br>180:12<br>following (22) 46:3<br>47:6,10 49:11<br>89:11 90:4 111:7<br>131:7 138:23 139:5<br>155:6 160:18<br>177:15 205:11<br>207:6,7 208:8,12<br>210:2,3,4 212:25<br>follows (1) 207:8<br>force (2) 74:7 140:8<br>forever (5) 146:5<br>147:5,10 148:6<br>154:21<br>form (8) 69:19 71:3<br>81:17 92:8,19,24<br>95:10,19<br>formal (4) 166:9<br>168:16 169:5,7<br>formalise (2) 57:21<br>206:16<br>formalities (1) 53:8<br>formats (1) 176:3<br>formatting (1) 56:6<br>formed (2) 69:20 71:4<br>forms (2) 176:4 189:7<br>forward (9) 49:4 118:5<br>119:22 121:6<br>125:10 127:24<br>128:6 182:4 192:21<br>forwarding (1) 170:21<br>found (7) 71:14 73:25<br>113:14,14 186:16<br>190:3 195:6<br>four (35) 36:6,7 57:16<br>74:6 140:24 145:21<br>146:3,5,7 147:5,9<br>147:23 148:5 |
|--|---|---|--|--|--|---|--|

|  |   |   |  |  |   |   |
|--|---|---|--|--|---|---|
| 149:19 150:5,19<br>151:9,12,23 153:2<br>153:15 154:4,10,11<br>154:21 156:4,9<br>157:7,11,13 189:25<br>198:14 199:9,16<br>200:5<br><b>fourth (2)</b> 144:3<br>188:14<br><b>frames (1)</b> 4:13<br><b>frank (2)</b> 144:17<br>190:10<br><b>frankly (1)</b> 58:5<br><b>Frewin (4)</b> 205:20<br>207:17 210:13<br>211:4<br><b>Friday (6)</b> 1:5,10 6:18<br>7:1 68:18 172:2<br><b>friend (2)</b> 14:18 40:5<br><b>frightened (1)</b> 23:22<br><b>Frongdoug (2)</b> 28:19<br>212:8<br><b>Frongdoug's (1)</b><br>29:14<br><b>front (2)</b> 135:13,14<br><b>frustrate (1)</b> 66:5<br><b>fulfilling (1)</b> 114:8<br><b>full (15)</b> 144:12<br>145:21,22 146:5,7<br>147:5,10 148:5<br>149:19 150:5<br>154:11,21 157:13<br>178:16 198:14<br><b>fully (5)</b> 37:18 51:20<br>58:17,19 117:13<br><b>function (1)</b> 55:11<br><b>further (8)</b> 52:18 73:4<br>96:11 149:3 181:17<br>181:18 182:2<br>202:19<br><b>future (6)</b> 45:15 49:4<br>130:9 146:13,20<br>147:17<br><b>F/235/522 (1)</b> 85:19<br><b>F2 (1)</b> 85:16 | 102:20 108:20<br>125:4,15 166:4<br>172:25 173:13<br><b>given (22)</b> 6:5 12:24<br>13:3,5 16:22 19:17<br>23:24 30:11 32:23<br>33:2 34:7 35:4 52:6<br>52:23 82:19 83:5<br>87:16 89:10 93:5<br>100:15 165:8<br>192:22<br><b>giving (10)</b> 31:24 32:6<br>35:1,6,13 37:16,17<br>52:7,8 103:21<br><b>glasses (1)</b> 4:14<br><b>go (51)</b> 5:11 26:19<br>29:20 30:18 31:8<br>40:1 42:15 46:12<br>53:14 56:8 68:5<br>72:15 76:10 87:24<br>88:10 105:20<br>108:25 109:3,23<br>110:20 117:3<br>118:22 123:6,13,17<br>124:23 128:6 131:1<br>131:13 134:8,17<br>138:21 139:2<br>142:24 143:22<br>145:1 149:19<br>151:23 153:1,8<br>155:20 165:2<br>180:14,19 192:20<br>197:11,20 202:6<br>203:6 211:9 212:12<br><b>goals (2)</b> 136:22 209:7<br><b>Goddon (17)</b> 162:22<br>180:4,8,23 181:2<br>182:5 183:4 184:14<br>187:20 188:16<br>193:2 195:4 197:23<br>198:25 200:18<br>201:14 207:24<br><b>Goddon's (6)</b> 186:1<br>187:9 194:20<br>196:19,25 205:8<br><b>goes (2)</b> 85:4 105:13<br><b>going (63)</b> 2:22 5:12<br>13:4 15:2 23:13<br>28:2 30:22 31:18<br>33:19 40:16 46:10<br>47:16 52:15 54:20<br>58:1 60:19 64:23<br>68:5 72:20 73:4<br>76:21 80:10 86:6,7<br>86:15,15 88:23<br>89:13 95:4 98:1<br>105:8,9 109:23<br>110:20 117:17<br>120:13 132:1,14,14<br>132:19 133:21<br>137:6 156:21<br>164:20 165:12<br>169:21 179:5,20<br>184:8 185:8 189:8<br>195:20 201:17,20<br>203:13 205:8,13,14<br>205:17,18 208:17<br>208:21 211:25<br><b>gold (2)</b> 83:20,24<br><b>good (13)</b> 1:3,4 8:2<br>13:20 27:5 72:2,5<br>72:19,22 73:1<br>114:16 156:25<br>187:12<br><b>goods (1)</b> 4:12<br><b>grade (1)</b> 5:9<br><b>graphs (1)</b> 11:9<br><b>gratuitous (2)</b> 31:12<br>33:25 | <b>Grays (32)</b> 41:22<br>48:20 50:5,13,18<br>50:18 59:15 61:13<br>70:21,23 71:14,15<br>79:20,23 80:6,15<br>80:20,21 81:1<br>86:22 87:19,19<br>158:15,18,20,24<br>159:2,4 160:8<br>161:11 185:23<br>187:1<br><b>Grazia (16)</b> 44:21 48:9<br>48:11 53:7 57:14<br>60:1 78:7,14 79:11<br>81:22 82:10 88:3<br>91:22 119:5,8<br>127:15<br><b>grievance (33)</b> 33:13<br>33:17 162:22<br>166:10 167:23<br>168:16 169:5,8<br>172:12 173:1,2,2,4<br>173:15,17,18,22<br>174:8,8 175:2<br>179:15 182:6,20<br>184:1,6,15 185:9<br>188:9 192:18,22<br>194:21 195:7<br>207:22<br><b>grievances (10)</b> 31:25<br>32:9 36:7 179:12<br>179:14 180:4<br>184:24 185:12,15<br>206:12<br><b>ground (9)</b> 41:5 201:4<br>201:7,10,11,11,15<br>201:17 206:13<br><b>grounds (3)</b> 201:7<br>204:10,24<br><b>group (5)</b> 64:2 75:14<br>106:15,21,25<br><b>Guernsey (1)</b> 106:16<br><b>guess (5)</b> 48:7 67:3<br>72:3 86:12 158:8<br><b>guidance (1)</b> 92:3<br><b>guy (1)</b> 17:6<br><b>guys (2)</b> 161:12 191:7 | <b>happens (1)</b> 65:13<br><b>happy (11)</b> 53:12<br>54:13 57:20 88:11<br>153:7 154:6 180:13<br>181:14 201:14<br>209:17,18<br><b>harass (3)</b> 43:18,21<br>73:9<br><b>harassed (1)</b> 193:14<br><b>harassment (5)</b> 42:24<br>43:1 108:21 109:9<br>140:1<br><b>hardest (1)</b> 192:15<br><b>Hart (3)</b> 160:6 189:16<br>189:19<br><b>head (3)</b> 130:18 165:2<br>189:15<br><b>header (6)</b> 168:9,10<br>169:19 170:11<br>171:2 173:9<br><b>headings (1)</b> 166:14<br><b>heads (1)</b> 33:22<br><b>health (2)</b> 115:3,4<br><b>healthcare (1)</b> 4:20<br><b>hear (1)</b> 40:16<br><b>heard (2)</b> 109:20<br>110:5<br><b>hearing (6)</b> 202:23<br>203:14,15,15<br>204:14 205:14<br><b>hearings (1)</b> 17:15<br><b>heavily (3)</b> 112:2<br>124:2 148:9<br><b>held (10)</b> 55:3,4 58:8<br>72:8,18 96:5 119:3<br>147:3 174:19<br>181:14<br><b>heldhold (1)</b> 67:1<br><b>Helen (1)</b> 32:21<br><b>hell (1)</b> 209:22<br><b>help (7)</b> 42:10 62:16<br>124:16 135:21<br>139:21 155:12<br>193:14<br><b>helped (1)</b> 72:23<br><b>helpful (3)</b> 6:15 97:1<br>106:2<br><b>helping (1)</b> 118:14<br><b>hid (2)</b> 88:4,16<br><b>hide (2)</b> 88:25 127:22<br><b>high (1)</b> 80:9<br><b>higher (4)</b> 16:24 20:15<br>80:7,17<br><b>highlighted (1)</b> 137:23<br><b>Hilton (1)</b> 32:20<br><b>historic (2)</b> 101:12,23<br><b>historical (1)</b> 185:5<br><b>history (3)</b> 16:22<br>39:18 202:22<br><b>hit (3)</b> 23:21 25:25<br>26:1<br><b>HMRC (1)</b> 5:1<br><b>Hm-mm (1)</b> 202:24<br><b>hoc (3)</b> 17:5,19 20:6<br><b>hold (9)</b> 9:12 45:2<br>50:2 57:20 66:8<br>83:22,23 176:9<br>178:9<br><b>holder (1)</b> 65:3<br><b>holding (5)</b> 5:16,19<br>62:22 63:10 65:2<br><b>holds (1)</b> 4:17<br><b>hole (1)</b> 79:14<br><b>holepunch (1)</b> 104:5<br><b>holidays (1)</b> 35:17<br><b>home (7)</b> 85:5 126:4<br>158:11 169:3,9,11<br>172:2<br><b>honest (19)</b> 10:18<br>54:10 71:24 78:17 | 88:24 89:5,9,12<br>90:21 99:15 100:12<br>141:11 144:18<br>186:15 187:10,15<br>189:23 190:13<br>193:17<br><b>honestly (13)</b> 61:25<br>62:8 72:8,18,25<br>174:7 194:1,9<br>196:9 200:21<br>205:23 207:20<br>210:3<br><b>honesty (1)</b> 72:20<br><b>honoured (1)</b> 166:22<br><b>hope (2)</b> 45:13,17<br><b>Hopefully (1)</b> 211:17<br><b>Hornby (4)</b> 32:20,23<br>33:15 36:2<br><b>hours (1)</b> 17:5<br><b>human (1)</b> 191:16<br><b>Hummell (1)</b> 32:20<br><b>husband (13)</b> 9:20,21<br>10:17,23 11:7,8,23<br>11:25 86:8 87:1<br>168:23 169:3<br>180:25<br><b>husband's (2)</b> 17:10<br>20:1 | <b>incorrect (12)</b> 63:23<br>68:21 146:2,3,14<br>146:15,21 148:18<br>149:13 156:17<br>173:16 174:1<br><b>incorrectly (1)</b> 101:17<br><b>increase (12)</b> 7:13 8:6<br>26:1 28:1 90:14<br>92:16,22 94:1,9,10<br>95:5 189:6<br><b>increased (10)</b> 7:10,10<br>7:17,20 17:25<br>24:21 25:18 26:23<br>27:25 75:8<br><b>increases (6)</b> 6:19 7:1<br>31:12 92:3 93:4<br>94:12<br><b>increasingly (1)</b> 41:8<br><b>incriminating (1)</b><br>183:14<br><b>independence (1)</b><br>202:4<br><b>independent (3)</b> 86:9<br>202:3,5<br><b>independently (1)</b><br>189:14<br><b>INDEX (1)</b> 213:2<br><b>indicate (2)</b> 190:4,16<br><b>indication (2)</b> 156:13<br>156:20<br><b>individual (2)</b> 66:19<br>188:8<br><b>individuals (1)</b> 161:3<br><b>induced (3)</b> 31:14<br>33:10 43:24<br><b>inducement (20)</b> 34:1<br>35:11,12,16 39:17<br>41:18 42:2,5,8 44:2<br>81:11,18 82:6,8<br>83:1 84:3,18 87:17<br>88:11 96:11<br><b>inducements (15)</b><br>34:15,23,24 35:1,4<br>35:16,17,19 36:11<br>36:16 42:11 43:6,7<br>44:1 75:10<br><b>ineffective (1)</b> 77:19<br><b>inferred (1)</b> 178:9<br><b>inflated (1)</b> 44:4<br><b>influence (1)</b> 192:11<br><b>information (31)</b> 34:7<br>35:6 57:10 59:9,11<br>59:14,18 68:12,20<br>68:22 69:4 71:5,6<br>78:6,9,16,24 79:1,3<br>85:7 88:22 160:15<br>163:8 164:11<br>181:17 188:6 195:4<br>196:2 197:2 198:2<br>200:23<br><b>informed (3)</b> 45:3<br>180:3 204:11<br><b>initially (1)</b> 75:19<br><b>inserting (1)</b> 4:15<br><b>inside (1)</b> 191:6<br><b>installed (1)</b> 111:18<br><b>instance (1)</b> 34:9<br><b>instances (1)</b> 211:6<br><b>instigating (2)</b> 31:25<br>32:9<br><b>instruction (5)</b> 13:5<br>160:18 187:22,23<br>188:3<br><b>instructions (8)</b> 12:24<br>23:25 30:11 131:7<br>131:8 138:24 139:5<br>208:12<br><b>intend (1)</b> 156:14<br><b>intended (4)</b> 62:23<br>63:11,18 121:11 | <b>intending (1)</b> 122:16<br><b>intense (1)</b> 42:25<br><b>intent (6)</b> 47:4,8<br>136:20 137:10<br>138:6,18<br><b>intention (10)</b> 28:8<br>46:24 52:18 73:2<br>83:18 111:10,12<br>122:5 187:14,15<br><b>intentionally (1)</b> 140:7<br><b>interaction (1)</b> 5:21<br><b>interest (15)</b> 25:4<br>71:16 113:5 114:7<br>128:4 129:13<br>159:13 161:24<br>163:21 164:1<br>185:18 186:3,14<br>200:12 201:20<br><b>interested (1)</b> 5:10<br><b>interests (21)</b> 38:9<br>47:2 52:9 62:8 65:9<br>66:15,24 67:6,9<br>68:14 69:17 71:20<br>71:21 76:6 88:24<br>110:23 147:25<br>192:24 198:18<br>199:3 211:8<br><b>interfering (1)</b> 209:15<br><b>internal (1)</b> 119:10<br><b>internally (1)</b> 188:10<br><b>interrelation (1)</b><br>105:25<br><b>interrupt (1)</b> 112:16<br><b>intervention (1)</b> 8:9<br><b>interview (5)</b> 12:25<br>38:3 119:7 181:6<br>190:21<br><b>interviewed (2)</b> 181:2<br>181:5<br><b>intimidating (1)</b> 32:11<br><b>intrinsically (1)</b> 127:1<br><b>introduce (2)</b> 120:21<br>191:1<br><b>introduced (2)</b> 58:20<br>196:10<br><b>introduction (4)</b> 45:18<br>52:1,4,21<br><b>introductory (1)</b> 47:22<br><b>intrude (1)</b> 54:8<br><b>invaluable (1)</b> 79:22<br><b>investigate (7)</b> 184:6<br>187:11,13,16,17<br>188:10 194:21<br><b>investigated (3)</b><br>183:15,16 191:20<br><b>investigating (1)</b> 180:4<br><b>investigation (15)</b><br>17:15 37:13 59:14<br>61:12,19 70:15<br>113:12 123:24<br>124:3 179:13<br>182:18 184:1,15<br>187:2 192:1<br><b>investigations (2)</b> 62:1<br>69:21<br><b>investigator (2)</b> 195:5<br>200:23<br><b>involve (1)</b> 129:8<br><b>involved (18)</b> 8:2<br>13:10 28:12 37:9<br>37:18,21 38:7,12<br>111:24 112:2<br>116:18 118:21<br>124:2,4 161:22<br>189:21 190:23<br>206:25<br><b>involvement (1)</b> 37:12<br><b>issue (32)</b> 4:4,5 5:24<br>28:14 36:8 39:20<br>46:9 89:13 92:13 |
|--|---|---|--|--|---|---|

|   |  |   |          |  |  |   |             |          |   |  |
|---|--|---|----------|--|--|---|-------------|----------|---|--|
| 93:4,4,5 95:23<br>96:10 129:7 131:12<br>138:9 145:18<br>163:23 164:1 165:6<br>165:17 166:6,25<br>167:1 188:11<br>196:14 200:3 201:8<br>201:8,9 211:10<br><b>issued (1)</b> 179:14<br><b>issues (18)</b> 1:5 45:9<br>118:15 126:21<br>128:11 129:11<br>144:20 154:9<br>163:19 164:22<br>165:1,19 167:8<br>178:12 185:8<br>190:25 195:6 199:1<br><b>item (6)</b> 4:1 74:19<br>175:22 176:23<br>177:12 179:7<br><b>items (1)</b> 65:18 | 24:12,17 25:7,17<br>26:5,20 40:3,7,9,13<br>40:15,18,20 53:2<br>54:24 55:6,9,13<br>93:24 101:20,22<br>102:1,3,6,11,14,20<br>102:24 103:1,15,23<br>105:7,20,25 106:10<br>106:13 109:25<br>110:3 112:15,18<br>114:11 115:9,16,20<br>115:23 168:14,18<br>168:25 174:14,18<br>211:12,19 212:7,15<br>212:18,23<br><b>justified (3)</b> 41:2,4<br>113:23<br><b>JVP (8)</b> 72:2,6 73:1<br>85:10,16 96:17<br>134:22 158:16<br><b>JVPs (2)</b> 84:7 87:12 | <b>knowledge (1)</b> 49:15<br><b>known (2)</b> 88:22<br>161:18<br><b>knows (1)</b> 206:18<br><b>KS (3)</b> 192:10 196:2,5 | <b>L</b> | <b>lab (2)</b> 190:23 191:25<br><b>label (2)</b> 169:17<br>210:23<br><b>lack (2)</b> 196:8 202:4<br><b>lady (2)</b> 58:19 189:8<br><b>Laing (1)</b> 38:3<br><b>language (1)</b> 10:16<br><b>largely (1)</b> 116:9<br><b>larger (1)</b> 21:25<br><b>late (3)</b> 50:10 158:8<br>164:4<br><b>latter's (1)</b> 52:1<br><b>lead (2)</b> 138:24 139:6<br><b>learn (1)</b> 110:14<br><b>learned (3)</b> 14:18 40:5<br>149:1<br><b>leave (12)</b> 33:19 36:1<br>36:3,7 41:21 61:8<br>113:9 131:11<br>158:16 185:23<br>186:5,7<br><b>leavers (2)</b> 191:25<br>192:1<br><b>leaves (2)</b> 97:20,24<br><b>leaving (4)</b> 36:5 70:13<br>83:7 107:24<br><b>left (11)</b> 33:5,15 36:1<br>97:18 98:4 99:3<br>104:11 123:4 190:3<br>190:22 194:10<br><b>left-hand (3)</b> 15:4<br>18:11 29:8<br><b>legal (14)</b> 44:21 47:13<br>48:9 53:23 54:8<br>60:8 64:11 65:19<br>89:22 93:14 179:25<br>209:24,25 210:1<br><b>Legals (1)</b> 30:18<br><b>legitimate (4)</b> 65:22<br>66:5,8,11<br><b>lengthy (1)</b> 94:20<br><b>lens (3)</b> 189:6 200:11<br>201:24<br><b>lenses (3)</b> 4:13,16<br>26:10<br><b>letter (83)</b> 31:15,22,22<br>32:5,5,19 33:7,11<br>34:15 35:18 38:2<br>44:20 45:10,12<br>46:17 48:8 53:15<br>53:21 55:25 56:1,5<br>56:7,19 62:17<br>64:23 67:14 72:4<br>77:24 78:15 79:9<br>82:3,11,17 84:23<br>89:10,20,21 90:9<br>90:22 93:13 94:14<br>95:9,18 140:20<br>141:3,7,11 142:1,5<br>142:9,12,18,23<br>143:12,15 147:17<br>148:15 149:7,8,9<br>149:13 150:6 155:5<br>155:9 156:4 160:5<br>167:15 170:1<br>171:23 174:11<br>176:17 177:10<br>178:19 202:12,14<br>203:17,25 204:1,6<br>204:11,13,17,23<br><b>letters (5)</b> 46:16 68:15<br>94:24 95:6 203:22<br><b>letting (1)</b> 131:12 | <b>let's (14)</b> 10:8 35:9<br>50:6 51:17 59:19<br>62:11 74:13 89:19<br>105:5 116:12<br>142:23 144:12<br>167:22 169:24<br><b>level (6)</b> 78:2,5,22<br>81:7 83:7 86:18<br><b>levels (4)</b> 7:17 81:23<br>82:6 101:12<br><b>levied (1)</b> 113:21<br><b>liaising (2)</b> 52:20,24<br><b>lie (3)</b> 84:2,17,22<br><b>lied (1)</b> 109:5<br><b>lies (1)</b> 39:17<br><b>life (6)</b> 72:12 111:4<br>122:16 131:9,10<br>191:15<br><b>lift (1)</b> 110:9<br><b>lifted (1)</b> 30:10<br><b>lifting (1)</b> 115:2<br><b>likewise (1)</b> 59:13<br><b>limited (1)</b> 154:2<br><b>line (11)</b> 14:14 45:13<br>76:7 82:2 104:1,14<br>104:17 105:8,10<br>137:17 212:9<br><b>lines (1)</b> 131:24<br><b>linked (1)</b> 8:3<br><b>lion's (1)</b> 68:24<br><b>list (1)</b> 112:4<br><b>litigation (1)</b> 9:17<br><b>little (9)</b> 20:15 23:17<br>96:14 116:12<br>202:22 211:10,14<br>211:16 212:1<br><b>Live (1)</b> 189:4<br><b>lived (1)</b> 169:13<br><b>loan (3)</b> 98:9,10 105:3<br><b>local (1)</b> 209:8<br><b>locum (5)</b> 61:9 150:1<br>153:6,13 154:5<br><b>lodged (1)</b> 166:9<br><b>long (6)</b> 55:25 65:8<br>122:1 157:1 180:23<br>212:14<br><b>longer (3)</b> 13:10<br>177:22 191:4<br><b>longstanding (1)</b> 191:9<br><b>long-term (2)</b> 35:24<br>157:5<br><b>look (135)</b> 5:14 9:4<br>10:1,8 13:20 14:22<br>15:2,3,21 18:5,11<br>18:22,23 19:1,12<br>20:19,20 22:19<br>23:2 25:22 28:11<br>28:13 29:3,25 34:3<br>34:9 36:23,24,24<br>36:25 39:18 40:14<br>42:20 44:14 47:24<br>51:17 56:11 62:1<br>62:16 67:6,9 68:3<br>71:19 74:17,17,19<br>74:20 75:12 77:3,7<br>78:19 79:14 81:3<br>82:15,15,16 85:16<br>87:7 96:10 97:1<br>98:3,18,23 99:7<br>100:20,21 101:5,19<br>102:9 103:25 104:4<br>104:13,17 105:5,6<br>106:6,19 107:22<br>108:4,4,24 112:12<br>115:25 120:6 122:8<br>124:1,17 125:14<br>127:7 131:21 132:5<br>132:7 135:12 136:1<br>137:5,8,11 138:19<br>142:23 143:20 | 144:3,12 145:3,4<br>149:24 154:4<br>159:16,17 165:11<br>168:8,25 170:10,18<br>171:18,19 172:10<br>172:15,20,23 174:3<br>175:5 177:10<br>178:10 187:4 188:4<br>189:14 190:20<br>193:10 196:11<br>203:19,19 208:5,16<br>208:18 209:3<br><b>looked (31)</b> 6:25 26:9<br>27:1 28:10 30:14<br>34:10,24 58:2<br>68:15,18 75:2,6<br>79:9 89:19 90:9<br>96:23,25 100:18<br>105:21 109:13<br>114:17 115:21<br>125:17 128:22<br>130:8 159:8 173:8<br>174:20 193:5 197:2<br>200:23<br><b>looking (27)</b> 14:11<br>19:6 20:21 24:4,15<br>34:17,18 45:15<br>64:25 66:14 68:13<br>71:21 76:6 84:11<br>86:23 90:2 100:18<br>102:7 104:10<br>107:20 124:9,12<br>132:22 168:21<br>192:10 205:9 210:5<br><b>looks (6)</b> 37:6 110:23<br>172:9 173:10<br>174:12 182:3<br><b>Lord (26)</b> 1:4 2:6 3:3,8<br>5:2 6:1,4 24:19<br>39:22 40:11,17<br>52:25 103:20<br>105:16 106:3,11<br>110:2 112:17<br>114:13 115:8,17<br>168:15 174:13<br>211:9,20 212:6<br><b>Lordship (13)</b> 1:4,11<br>1:13,23 2:12 3:5,12<br>3:22 5:10 14:15<br>40:6,6 149:12<br><b>Lordship's (3)</b> 1:12,19<br>5:2<br><b>Lorraine (2)</b> 28:19<br>212:8<br><b>lose (3)</b> 30:23,24<br>193:15<br><b>loss (7)</b> 37:9 68:6<br>74:22 113:7 115:5<br>184:11 209:16<br><b>lot (3)</b> 16:24 144:20<br>208:20<br><b>lots (1)</b> 76:15<br><b>love (1)</b> 209:12<br><b>loved (1)</b> 209:12<br><b>lower (2)</b> 85:14<br>104:21<br><b>loyalty (2)</b> 137:19,20<br><b>Lucy (4)</b> 32:19,23<br>33:15 36:2<br><b>luncheon (1)</b> 115:11<br><b>lunchtime (1)</b> 211:16<br><b>Lunn (22)</b> 64:1,13<br>116:16,18 118:10<br>119:13 120:8,16,24<br>121:12,20 122:7,9<br>122:22 123:7<br>124:10,15 130:5,17<br>161:18,19 184:21<br><b>lying (8)</b> 39:5,9 45:24<br>63:20 82:3,10 | 78:14 193:4 | <b>M</b> | <b>machine (4)</b> 169:14,15<br>169:17,19<br><b>Maidstone (5)</b> 61:1,4<br>62:15 70:9,12<br><b>Maidstone/Chatha...</b><br>69:9<br><b>main (5)</b> 157:2,8<br>201:4,8,9<br><b>maintaining (1)</b> 199:2<br><b>majority (2)</b> 127:20<br>183:19<br><b>making (32)</b> 21:19<br>41:7 57:8 67:11<br>73:15 95:16 98:14<br>98:16,17 99:12,13<br>99:20 100:6 103:5<br>103:12,20 113:17<br>122:17 127:17<br>128:2 134:16 137:6<br>144:21 155:13<br>158:1,23 166:1<br>183:21 191:14<br>199:25 210:6,13<br><b>malice (2)</b> 41:5 75:8<br><b>malicious (9)</b> 47:3,4,6<br>136:20 137:10<br>138:5,18 140:11<br>207:7<br><b>management (9)</b> 8:1<br>13:10 38:5 55:14<br>55:17 114:2 118:15<br>147:22 186:23<br><b>managements (1)</b><br>68:25<br><b>manager (2)</b> 80:2<br>136:6<br><b>manner (1)</b> 195:18<br><b>manuscript (1)</b> 75:22<br><b>March (15)</b> 10:14 12:9<br>14:6 15:8,22,23<br>29:4,11 47:22,25<br>58:11 78:20,25<br>93:1 95:22 109:4<br><b>margin (1)</b> 24:21<br><b>Mark (2)</b> 37:17 76:10<br><b>marked (1)</b> 39:25<br><b>Mary (5)</b> 78:8 88:4,16<br>89:2 162:2<br><b>massive (2)</b> 15:22 68:7<br><b>match (1)</b> 69:1<br><b>material (4)</b> 3:3<br>181:21 182:1,2<br><b>maternity (4)</b> 158:16<br>185:22 186:5,7<br><b>matter (9)</b> 21:16 45:5<br>69:14 70:10,21<br>92:3 146:13,20<br>177:13<br><b>matters (7)</b> 55:10,19<br>185:2,4,5 202:22<br>208:5<br><b>maximum (1)</b> 24:10<br><b>McAlindon (33)</b> 24:6<br>27:20 33:18 37:12<br>37:21 38:7,12,14<br>38:15 39:3,6,12<br>40:18,19 46:8<br>47:12,14 64:11<br>111:14,24 113:6<br>115:5 121:1 123:3<br>123:19 124:2<br>130:24 161:21,22<br>184:10,18 187:24<br>209:14<br><b>McAlindon's (11)</b> 8:9<br>8:16 36:17 37:2<br>38:4,20 39:6 46:25 | 82:23 83:17 112:12<br><b>McGonagle (13)</b> 13:18<br>29:22,23 30:14<br>31:2 51:25 52:2,20<br>58:9 59:2 67:20<br>80:19 121:13<br><b>McLaughlin (1)</b> 123:15<br><b>mean (42)</b> 5:13 6:7<br>23:13 26:24 27:11<br>32:14 35:1,3,24<br>45:22 62:9 80:11<br>81:5 86:12 113:25<br>123:7 124:20 141:5<br>141:19 153:12<br>168:10,14 173:5<br>179:18,24 183:7,10<br>183:10,17 191:3,13<br>191:18 192:17<br>194:16 200:7,8<br>203:17 205:7,12,15<br>205:16 206:11<br><b>means (8)</b> 107:2 110:1<br>133:14 134:4,12<br>135:1 136:25 196:6<br><b>meant (12)</b> 82:13<br>101:15 102:18<br>110:8 121:10 122:5<br>132:1 133:21 137:1<br>178:12 210:16,19<br><b>measure (9)</b> 62:23<br>63:12 146:12,19,24<br>147:1 148:20,23<br>151:10<br><b>meet (5)</b> 118:10<br>119:18 164:23<br>180:5 206:15<br><b>meeting (142)</b> 2:19,25<br>3:1,14,15,22 4:2<br>13:6,16 47:21,22<br>48:2,6 52:2,12<br>53:10,13,18 57:23<br>58:10 60:8,15<br>65:14 76:14 78:7<br>78:19,23 88:4,17<br>88:21 92:13,15<br>93:1 95:22 109:4<br>110:6,14,16 116:7<br>116:21,25 117:3,4<br>117:9,16,18,21<br>118:8 119:17,21<br>120:2,3 121:5<br>124:23 128:10<br>129:11,16,21 130:5<br>130:14 132:16<br>135:19 140:20,24<br>140:24 144:10,18<br>144:20 147:14,15<br>148:4,8 149:3,11<br>149:13,15,22 150:9<br>150:15,18,24<br>151:13,20 153:5,14<br>153:16,23 154:17<br>155:6,15 156:5,25<br>157:8,10 162:14,17<br>162:18 163:19<br>164:16,17,18,19,25<br>165:5,10,16,18<br>167:3 169:21 170:1<br>170:7 171:24 173:1<br>173:6,15,19,20<br>174:2,9,13,19,25<br>175:4,7,10,13<br>177:7 179:2,5<br>180:13,15,17,23<br>181:14 186:19<br>188:5 195:3 200:4<br>200:24 203:25<br>204:4 206:12<br><b>meetings (18)</b> 57:21<br>58:8 59:1 60:4,12 |
|---|--|---|----------|--|--|---|-------------|----------|---|--|

|  |   |  |   |   |   |  |   |   |
|--|---|--|---|---|---|--|---|---|
| 67:19 78:12 117:23<br>130:3 132:9,21<br>146:13,20 148:7<br>154:20 164:23<br>177:6 209:25<br><b>Mel (5)</b> 33:18 36:17<br>82:23 115:5 209:14<br><b>member (9)</b> 25:25<br>26:2,16 28:3 65:16<br>91:24 92:11 155:16<br>199:22<br><b>members (2)</b> 33:1<br>194:10<br><b>memo (1)</b> 99:2<br><b>men (1)</b> 13:18<br><b>mention (1)</b> 20:14<br><b>mentioned (6)</b> 30:6<br>78:15 110:18<br>117:14,15 150:15<br><b>merely (2)</b> 136:21<br>210:22<br><b>Meridian (1)</b> 136:6<br><b>met (11)</b> 52:8,11,12<br>59:3,4 67:20 79:18<br>138:22 162:10<br>164:12 180:8<br><b>method (2)</b> 53:12<br>54:13<br><b>Michael (4)</b> 51:25 58:9<br>58:9 121:13<br><b>middle (17)</b> 10:11<br>15:11 16:4 19:1,2<br>20:21 23:12 53:11<br>53:17 60:5 63:4<br>69:7 106:20 133:11<br>188:14 204:16,20<br><b>Mike (9)</b> 30:14 83:20<br>131:4 136:3 143:11<br>154:12 178:19<br>186:19 191:20<br><b>mind (1)</b> 65:17<br><b>mine (3)</b> 60:1 83:20<br>83:24<br><b>minus (3)</b> 109:16,17<br>110:25<br><b>minute (1)</b> 179:5<br><b>minutes (6)</b> 53:2<br>172:12 174:14<br>175:15,16,20<br><b>miscarriage (2)</b> 109:15<br>123:10<br><b>miscarriages (1)</b><br>208:24<br><b>missing (1)</b> 143:15<br><b>mistake (2)</b> 50:15<br>117:6<br><b>misunderstood (2)</b><br>204:13,17<br><b>mixed (1)</b> 172:6<br><b>mobile (3)</b> 158:14<br>188:13,17<br><b>model (3)</b> 7:5 27:7<br>63:14<br><b>modified (1)</b> 4:15<br><b>modus (6)</b> 27:21 38:15<br>38:21 39:3 148:19<br>149:1<br><b>moment (8)</b> 6:1,21<br>28:16 36:24 58:25<br>174:13 181:12<br>211:11<br><b>Monday (2)</b> 1:1<br>158:21<br><b>money (20)</b> 27:23<br>35:13 68:3,5 81:13<br>98:7,10,12 105:4<br>113:7,11,16 120:14<br>122:19 123:5,13,16<br>184:8 209:16,17<br><b>monies (6)</b> 64:18 | 92:21 95:8 114:18<br>131:13 165:4<br><b>monitor (2)</b> 139:7,12<br><b>monitoring (2)</b> 134:16<br>139:8<br><b>month (15)</b> 8:6,6,22<br>10:24,25 16:6,17<br>16:17 20:11 22:1<br>22:23 23:8 28:21<br>29:12,15<br><b>months (15)</b> 11:4 12:5<br>12:8 18:13 20:15<br>20:22 22:4,19 23:4<br>45:15 96:4 102:22<br>120:15 123:20,21<br><b>Moore (6)</b> 93:13 94:19<br>95:7 141:6,12<br>179:1<br><b>morning (3)</b> 1:3,4<br>40:12<br><b>Morse (6)</b> 135:4,16<br>136:5,14 137:7<br>138:17<br><b>motions (1)</b> 205:18<br><b>motivate (1)</b> 136:22<br><b>motivated (2)</b> 41:5<br>75:8<br><b>motivation (1)</b> 25:3<br><b>motive (3)</b> 76:5 82:12<br>156:1<br><b>move (20)</b> 6:19 19:1<br>39:20 40:15 59:19<br>80:3 89:13 91:21<br>95:25 108:15<br>115:25 117:20<br>119:13 129:15<br>144:7 145:20<br>157:22 167:22<br>182:4 211:9<br><b>moved (1)</b> 119:18<br><b>moving (3)</b> 75:2<br>114:11 157:23<br><b>Moylan (3)</b> 129:17<br>154:12 166:21<br><b>muddy (1)</b> 186:17<br><b>Mushtaq (1)</b> 211:21 | <b>neither (2)</b> 70:20<br>138:1<br><b>nervous (3)</b> 13:13,13<br>31:4<br><b>net (1)</b> 104:21<br><b>neutral (1)</b> 138:4<br><b>neutrally (1)</b> 116:4<br><b>never (11)</b> 14:25 31:4<br>33:13,17 36:7<br>58:11 59:6 154:21<br>163:21 184:10,12<br><b>new (21)</b> 6:6 7:2 12:18<br>19:18 24:6 30:1,4<br>41:3 45:5,18 58:20<br>63:12 66:6,12,13<br>67:17 70:25 75:5<br>121:15 134:22<br>197:18<br><b>NHS (2)</b> 166:25 167:10<br><b>nice (2)</b> 165:7 166:4<br><b>night (3)</b> 158:9 165:8<br>165:14<br><b>Nim (2)</b> 120:14 131:13<br><b>Nim's (3)</b> 123:16<br>124:7 209:17<br><b>nine (1)</b> 191:9<br><b>norm (1)</b> 65:6<br><b>normal (6)</b> 58:17 67:8<br>67:12 71:22 97:5<br>118:3<br><b>note (6)</b> 1:12,19 5:2<br>13:7 106:19 110:16<br><b>Noted (1)</b> 4:1<br><b>notes (29)</b> 106:6,11<br>146:15 148:7,8,9<br>149:15,21,24 150:4<br>152:21 153:5,14<br>162:13,13,14,16<br>163:17,18,24,24<br>177:6 180:14<br>181:18 186:19<br>188:5 195:3 200:24<br>206:12<br><b>notice (25)</b> 57:22 61:5<br>61:7 77:8 85:19<br>115:18 149:10<br>165:8 166:5 167:17<br>169:21 170:6<br>171:24 172:13<br>173:5,5,14,19<br>174:1,9,20,22,25<br>175:2,9<br><b>notified (3)</b> 203:6,14<br>204:3<br><b>Notwithstanding (1)</b><br>84:25<br><b>nought (2)</b> 147:7<br>148:1<br><b>November (9)</b> 16:19<br>94:15 102:24,25,25<br>151:11 182:6<br>191:21 201:2<br><b>NUGEE (89)</b> 1:3,6,8,22<br>1:25 2:4,7,11,13,20<br>2:25 3:7,10,14,17<br>3:25 4:3,10,23 5:5<br>5:11,23 6:2,7,10,14<br>14:20 21:12,16<br>22:9 24:2,4,8,12,17<br>25:7,17 26:5,20<br>40:3,7,9,13,15,18<br>40:20 53:2 54:24<br>55:6,9,13 93:24<br>101:20,22 102:1,3<br>102:6,11,14,20,24<br>103:1,15,23 105:7<br>105:20,25 106:10<br>106:13 109:25<br>110:3 112:15,18<br>114:11 115:9,16,20 | 115:23 168:14,18<br>168:25 174:14,18<br>211:12,19 212:7,15<br>212:18,23<br><b>number (22)</b> 10:10<br>18:14,15,17 21:10<br>40:10 45:9 48:21<br>51:6 58:20 79:21<br>80:22 145:18 158:1<br>169:12,13,14,23<br>170:11 187:25<br>188:1 201:7<br><b>numbers (6)</b> 2:16<br>15:11,16,20 21:5<br>22:6<br><b>numerous (4)</b> 58:8<br>59:1 67:19 137:25 | <b>O</b><br><b>object (1)</b> 166:3<br><b>objecting (1)</b> 47:18<br><b>objection (3)</b> 127:20<br>127:21 165:23<br><b>objections (4)</b> 61:22<br>64:16 78:2 79:8<br><b>objectives (4)</b> 119:21<br>119:23 121:5,7<br><b>obligation (2)</b> 91:2,15<br><b>obstacles (1)</b> 71:24<br><b>obstruct (1)</b> 66:5<br><b>obviously (13)</b> 9:14<br>10:22 23:13 64:11<br>66:14 111:15<br>126:16 151:1 164:4<br>164:16 167:18<br>190:10 211:22<br><b>occasions (1)</b> 137:25<br><b>occurred (2)</b> 34:6<br>103:13<br><b>October (16)</b> 1:1 12:9<br>12:20 13:7 16:14<br>16:17,20 22:10<br>30:7 44:8 50:10<br>51:14 109:24 124:7<br>149:20 181:21<br><b>offer (8)</b> 75:13,25 82:1<br>83:1 119:23 121:7<br>122:5 138:8<br><b>offered (11)</b> 34:14,23<br>35:20 36:11,15<br>41:15,20 50:9<br>79:24 81:2 83:3<br><b>office (4)</b> 2:18 130:18<br>165:2 189:15<br><b>oh (18)</b> 15:15 29:9<br>50:5 53:23 63:6<br>70:2 71:13 85:21<br>111:16 116:4<br>124:14 143:17<br>158:22 176:9<br>194:19 199:9<br>209:15 210:4<br><b>okay (91)</b> 9:23 10:24<br>11:20 14:24 15:1<br>15:12,16 18:5,16<br>19:1 20:21 22:17<br>23:3 31:8 39:20<br>40:20 43:17 47:21<br>49:11 54:12,14<br>56:14,16,17 57:4<br>57:15 60:6,14 64:9<br>64:23 66:7 67:25<br>75:12 76:8 77:21<br>77:23 80:5 81:11<br>90:1,9,16,19,22<br>91:7 101:7 104:13<br>107:1,5,9 109:7<br>116:4 117:7 119:13<br>122:25 129:9<br>136:24 138:11 | 142:7,23 143:17,24<br>144:12,15 145:9,25<br>150:21 151:18<br>157:22 158:13<br>159:7 162:9 163:14<br>165:20 169:19<br>175:22 176:20<br>178:10 180:2,21<br>181:10 182:24<br>185:16 188:12<br>194:25 197:15<br>198:16 200:8<br>202:18 203:4<br>211:19 212:22<br><b>old (1)</b> 169:13<br><b>older (1)</b> 2:9<br><b>once (2)</b> 13:8 146:22<br><b>ones (2)</b> 113:22<br>133:24<br><b>one-to-one (7)</b> 164:21<br>165:6,12,17,20,24<br>186:20<br><b>ongoing (1)</b> 46:18<br><b>OO (2)</b> 50:21 80:18<br><b>open (10)</b> 6:20 15:1<br>30:7 69:19 71:2<br>81:17 89:16 90:12<br>132:5 148:20<br><b>operandi (6)</b> 27:21<br>38:15,21 39:4<br>148:19 149:1<br><b>operated (2)</b> 12:23<br>106:14<br><b>operating (2)</b> 8:7 28:2<br><b>operations (1)</b> 55:11<br><b>ophthalmic (3)</b> 50:19<br>80:6,16<br><b>opinion (2)</b> 138:2<br>190:13<br><b>opportunities (1)</b><br>145:14<br><b>opportunity (3)</b> 6:3<br>51:8 118:3<br><b>opposed (1)</b> 151:13<br><b>opthalmic (1)</b> 84:10<br><b>optician (7)</b> 50:16<br>61:4 84:10,10<br>101:17 120:22<br>123:13<br><b>options (2)</b> 50:6 51:7<br><b>optometrist (1)</b> 167:1<br><b>orchestrating (2)</b><br>120:9 122:23<br><b>order (4)</b> 41:21 57:21<br>63:13 79:19<br><b>orders (8)</b> 46:3 47:6<br>47:10,11 111:7<br>207:6,7,8<br><b>organised (1)</b> 164:20<br><b>organising (1)</b> 165:17<br><b>original (2)</b> 82:1 203:7<br><b>originally (1)</b> 83:2<br><b>Orpington (2)</b> 52:7<br>58:21<br><b>other's (2)</b> 138:2<br>176:7<br><b>outcome (5)</b> 61:18<br>187:8 192:21 208:1<br>208:3<br><b>outset (4)</b> 42:18 43:4<br>139:4 140:8<br><b>outside (2)</b> 128:10<br>159:9<br><b>overcharging (6)</b> 37:3<br>112:10,24 113:6,15<br>124:5<br><b>overclaim (1)</b> 166:25<br><b>overdraft (8)</b> 107:3,3<br>107:10,15 109:11<br>109:13,14,18 | <b>overhead (1)</b> 81:14<br><b>overnight (1)</b> 212:21<br><b>overpayment (1)</b> 11:4<br><b>overtime (4)</b> 16:4<br>19:15,22 20:16<br><b>owed (2)</b> 92:22 106:24<br><b>owned (1)</b> 59:15<br><b>Oxford (2)</b> 7:6 27:7<br><b>O'Brien (1)</b> 212:8<br><b>o'clock (2)</b> 115:9<br>165:9 | <b>p</b><br><b>pack (1)</b> 181:20<br><b>package (5)</b> 29:1<br>37:18 58:24 165:1<br>196:12<br><b>page (78)</b> 6:25 7:7<br>10:1,2 11:15,17<br>16:2,18 28:18 29:3<br>31:10,10,18 40:22<br>41:2,11,25 44:16<br>44:19,24 45:11<br>48:19,25 49:6 51:3<br>53:6,11,17 56:8,11<br>57:18 58:1 60:5,18<br>60:21,24 63:2,4<br>65:13,25 66:1 69:7<br>71:8 75:17 85:19<br>91:6 93:16 104:1<br>104:14 106:9,10,20<br>116:15 128:7<br>142:24 143:15,20<br>143:22 149:18<br>157:22 166:9<br>167:14 168:8,25<br>169:1 170:10,18,18<br>177:15,16 178:18<br>184:23 191:19,23<br>195:8,20 197:6<br>204:20<br><b>pages (8)</b> 1:19 10:5<br>171:3 180:17<br>181:18,22 182:2,11<br><b>paginated (1)</b> 40:4<br><b>paid (18)</b> 12:11,15<br>15:24 19:18 24:22<br>27:24,24 28:19,24<br>44:4 75:3 80:14<br>85:1,8,13 96:20<br>97:4 186:20<br><b>pair (1)</b> 4:14<br><b>paper (2)</b> 145:2,4<br><b>paragraph (62)</b> 11:11<br>11:16,17 28:13,18<br>29:25 31:9,20 32:3<br>33:24 34:11,11<br>41:1 42:21 43:6<br>48:16 49:11 51:1,2<br>51:3 56:22 57:5,18<br>60:5,22 62:22,25<br>64:24 73:5 77:12<br>90:1,11,23 91:8<br>94:22 96:1 98:18<br>99:8 103:5 108:24<br>112:10 120:7 122:8<br>122:21 125:1,11<br>130:12 131:21<br>133:17 136:11<br>158:19 159:18<br>168:5,14,15 169:22<br>169:25 182:14,23<br>183:3 205:3 209:4<br><b>paragraphs (2)</b> 5:3<br>57:16<br><b>Parham (9)</b> 85:8,10,16<br>85:23 86:3,4,8,9,24<br><b>Parker (2)</b> 189:17,21<br><b>part (17)</b> 29:1 38:3<br>45:15 55:17 73:8 | 112:5 125:3 130:21<br>131:5,14 132:12<br>135:5,23 140:11<br>163:8 193:22 194:4<br><b>partially (7)</b> 183:9<br>188:24 189:5 195:9<br>200:9,10 202:2<br><b>participant (4)</b> 111:2<br>111:21 136:19<br>137:7<br><b>particular (2)</b> 24:21<br>56:18<br><b>particularly (2)</b> 10:1<br>201:7<br><b>parties (3)</b> 45:14<br>145:24 192:8<br><b>partner (16)</b> 45:1,5,18<br>58:13 59:7 63:12<br>64:16 66:6 69:13<br>71:11 131:25<br>133:20 134:19<br>155:6 197:13<br>199:21<br><b>partners (7)</b> 49:13<br>69:12 92:3 95:17<br>132:3 134:5,14<br><b>partnership (4)</b> 45:16<br>66:20 80:8 144:22<br><b>parts (1)</b> 60:2<br><b>party (7)</b> 46:1 64:20<br>76:16,18 88:19<br>89:2 136:14<br><b>pass (1)</b> 14:15<br><b>passed (7)</b> 15:25 18:9<br>38:18,22 160:21<br>176:11 179:9<br><b>Patel (26)</b> 17:5 19:24<br>20:7 40:25 43:14<br>46:11 47:17 62:12<br>70:4 75:4 84:8<br>86:14 90:12 97:18<br>98:4,23 99:1<br>102:14 104:10<br>107:18,23 114:4,16<br>114:18 123:4 184:8<br><b>Patel's (1)</b> 63:8<br><b>path (1)</b> 144:21<br><b>Patrice (1)</b> 212:8<br><b>Patrick (1)</b> 123:15<br><b>pattern (2)</b> 72:11<br>131:9<br><b>Pause (8)</b> 15:5,14<br>28:16 95:14 99:18<br>115:21 134:1<br>181:24<br><b>pay (24)</b> 5:9 7:9,16,19<br>16:4 17:4 19:20<br>20:4,5 27:22 29:14<br>32:23 33:2,7,25<br>34:10 38:9 43:7,14<br>43:25 93:17 97:10<br>98:8 104:24<br><b>payable (1)</b> 25:18<br><b>paying (1)</b> 42:9<br><b>payment (5)</b> 21:1 23:7<br>42:6 88:13 94:15<br><b>payments (2)</b> 17:18<br>20:13<br><b>payroll (18)</b> 15:17<br>16:10,16 17:3 18:4<br>18:18 19:20,24<br>20:23 21:2,11,17<br>21:20,25 22:8,15<br>29:4,10<br><b>pay slips (1)</b> 14:13<br><b>Pearce (3)</b> 179:17,23<br>179:25<br><b>pension (3)</b> 166:16<br>176:2,4<br><b>penultimate (8)</b> 56:22 |
|--|---|--|---|---|---|--|---|---|

|  |   |  |  |   |  |  |
|--|---|--|--|---|--|--|
| 57:5,18 60:21<br>77:12 94:22 137:17<br>209:4<br><b>people (36)</b> 17:4,4,4<br>20:6 33:6 36:3,4<br>52:8 58:21 64:17<br>64:20 119:1 122:15<br>123:2 126:17 135:8<br>135:21 136:21<br>137:4 138:7,15,18<br>160:3,5,14,21,23<br>184:18 187:24,25<br>188:1 190:21,22<br>191:3,15 206:25<br><b>people's (1)</b> 19:12<br><b>perfectly (1)</b> 25:9<br><b>perform (1)</b> 206:17<br><b>performance (8)</b> 8:4<br>18:1 25:23 83:9<br>129:16 145:13<br>152:2,18<br><b>performance-based ...</b><br>26:22<br><b>performance-relate...</b><br>38:10<br><b>performing (5)</b> 23:20<br>80:6,15,16 189:10<br><b>period (23)</b> 12:4,12,12<br>15:7 16:20 18:7<br>19:3 20:24 22:1,22<br>22:23 23:7,10,18<br>54:16 55:5,17,21<br>61:5 96:4 101:8,24<br>103:19<br><b>Perkins (13)</b> 64:5,14<br>78:8 88:4,16 89:2<br>111:17 112:4 162:2<br>162:2,4,5,7<br><b>permanent (1)</b> 148:22<br><b>permanently (1)</b><br>110:10<br><b>person (4)</b> 51:8 72:1<br>81:24 190:15<br><b>personal (8)</b> 65:19<br>115:6 125:7,23<br>126:20 127:12<br>128:17,22<br><b>personally (1)</b> 113:11<br><b>persuade (2)</b> 41:21<br>42:6<br><b>petitioner (3)</b> 41:7,23<br>42:3<br><b>Phil (2)</b> 113:10 115:6<br><b>phone (4)</b> 158:14<br>164:2 188:13,17<br><b>phoned (2)</b> 189:15<br>190:7<br><b>physically (3)</b> 20:20<br>22:14 100:20<br><b>pick (3)</b> 15:24 29:21<br>89:19<br><b>picking (1)</b> 83:14<br><b>picture (8)</b> 22:3 36:23<br>37:7 74:17 82:16<br>159:16 183:24<br>208:18<br><b>place (10)</b> 8:3 40:2<br>67:21 85:8 103:10<br>132:1 133:13,21<br>155:6 184:9<br><b>placed (3)</b> 49:3 70:24<br>105:8<br><b>plan (18)</b> 46:4,7<br>108:20 109:8 118:4<br>120:22 130:9 135:8<br>135:21 136:21,22<br>138:7,15 140:11<br>209:7,13,13,19<br><b>planning (1)</b> 90:14<br><b>plans (3)</b> 119:22 121:6 | 152:22<br><b>playing (1)</b> 160:7<br><b>pleaded (3)</b> 12:11<br>40:23 75:3<br><b>please (44)</b> 6:22,24<br>8:23 11:11 15:24<br>31:8 40:14 44:14<br>44:16 53:6 59:11<br>59:20 62:24 75:12<br>77:7 89:1 90:5 93:3<br>93:9 96:2 99:18<br>103:25 104:13<br>105:6 108:24<br>112:13 116:14<br>125:1,10 126:20<br>127:8,10 133:16<br>139:3 140:17,19<br>146:17 154:5 155:2<br>157:22 170:9 177:9<br>193:14 209:3<br><b>plenty (1)</b> 6:2<br><b>plot (17)</b> 111:2 112:5<br>120:9,16,24 122:13<br>122:23 130:19,22<br>131:5,14 132:12<br>135:7,24 136:19<br>162:20 163:8<br><b>pm (15)</b> 115:13,15<br>168:3,19,22 171:4<br>171:13 172:12<br>174:15,17 180:18<br>180:22 204:3,20<br>212:24<br><b>pockets (1)</b> 113:11<br><b>point (63)</b> 1:9 6:4<br>11:10 21:19,21,22<br>29:20 46:2 49:25<br>51:18 54:15 60:11<br>61:11,12 62:21<br>65:22 70:7 77:22<br>86:4 87:1 90:10<br>91:1 95:16,25<br>98:14,16,17 99:11<br>99:13,20 100:2,4<br>103:4,4,5,6,8,9,12<br>103:13,15,16,18,20<br>108:15 114:10,12<br>115:8 119:4 135:3<br>136:5 143:23,23<br>145:11 153:22<br>155:11,22 171:22<br>179:2 188:2 194:2<br>195:20 196:17<br><b>pointed (3)</b> 53:9 64:14<br>67:18<br><b>pointing (2)</b> 59:25<br>94:19<br><b>points (16)</b> 54:12<br>60:24,25 63:7<br>65:13,25 66:17<br>90:11 91:22,23<br>117:1 130:9 138:1<br>188:5 195:3 207:24<br><b>policy (3)</b> 96:23,25<br>97:3<br><b>pool (1)</b> 26:13<br><b>poor (4)</b> 81:13 82:22<br>115:2,4<br><b>posed (1)</b> 27:18<br><b>position (61)</b> 1:16 3:3<br>3:20,21 4:5 30:23<br>34:17,18 37:23<br>41:9 42:12 47:19<br>55:2,3,16 59:1 61:5<br>62:9 67:13,13,18<br>79:19 82:18 83:4<br>95:22 97:15 104:24<br>107:9,12 108:2,7<br>108:10 109:13<br>114:15 120:6 | 138:14,22 139:25<br>146:11,18,23<br>151:21 156:3<br>160:10 162:19<br>172:11,18 173:18<br>174:5 176:2,14<br>178:22 182:14<br>193:17,22 194:4,24<br>199:10 203:23<br>204:12<br><b>positive (3)</b> 51:24<br>139:13 144:18<br><b>positively (1)</b> 141:19<br><b>possible (7)</b> 104:4,7<br>135:25 136:4<br>186:11 191:12,15<br><b>possibly (2)</b> 15:20<br>126:6<br><b>post (5)</b> 41:3 43:15<br>75:5 186:7 187:6<br><b>pot (4)</b> 80:10 85:4<br>86:6,7<br><b>Potts (94)</b> 1:3,4,7,9,23<br>2:2,5,8,12,14,21<br>3:1,8,12,15,21 4:1<br>4:4,11,24 5:6,19<br>6:4,9,13,17,18<br>14:21 21:12,15<br>22:3,11 24:17,19<br>25:14,18 26:21<br>39:25 40:4,8,12,14<br>40:16,17,19,21<br>53:6 54:24 55:3,7<br>55:10,19 74:16<br>82:15 94:3 102:16<br>102:23,25 103:4,16<br>103:20,25 105:7,16<br>105:24 106:3,11,14<br>110:2,4 112:15,17<br>112:22 114:11,13<br>115:8,16,17,21,25<br>168:15,19 169:4<br>174:18,19 211:9,13<br>211:14,24 212:2,5<br>212:10,13 213:4<br><b>power (1)</b> 3:19<br><b>practical (1)</b> 92:2<br><b>practice (9)</b> 67:8,12<br>91:17 110:2,8<br>145:17 164:4 191:1<br>192:9<br><b>precisely (3)</b> 5:8 127:5<br>163:23<br><b>preferential (2)</b> 31:24<br>32:7<br><b>prepare (4)</b> 119:22<br>121:6 175:6,10<br><b>prepared (6)</b> 9:10,12<br>9:14,19,21 149:15<br><b>preparing (1)</b> 9:13<br><b>prescription (1)</b> 4:16<br><b>presence (1)</b> 154:12<br><b>present (1)</b> 3:23<br><b>presented (1)</b> 28:10<br><b>preside (1)</b> 2:19<br><b>pressuring (1)</b> 32:11<br><b>presume (1)</b> 160:4<br><b>pretence (1)</b> 205:15<br><b>pretty (1)</b> 135:13<br><b>prevent (1)</b> 65:2<br><b>prevention (6)</b> 37:9<br>68:6 74:22 113:7<br>115:5 209:16<br><b>Prevention's (1)</b><br>184:12<br><b>previous (12)</b> 6:5<br>25:14,23 27:22<br>39:18 56:8 59:10<br>62:2 96:8 98:22<br>198:5,25 | <b>previously (1)</b> 57:20<br><b>pre-and (1)</b> 187:6<br><b>price (2)</b> 83:20 113:9<br><b>principle (1)</b> 150:1<br><b>printouts (1)</b> 26:11<br><b>prior (1)</b> 119:4<br><b>private (4)</b> 128:10,21<br>129:3 158:4<br><b>privately (2)</b> 121:19<br>127:2<br><b>probably (8)</b> 10:21<br>24:15 27:1 35:9<br>152:11 184:21,21<br>193:19<br><b>problem (1)</b> 202:8<br><b>problems (7)</b> 34:4<br>110:10,12 121:25<br>126:15 132:9,21<br><b>procedurally (1)</b> 27:17<br><b>procedure (9)</b> 44:8<br>71:22 97:20 118:3<br>134:21 184:9 208:8<br>208:10 210:2<br><b>procedures (1)</b> 202:20<br><b>proceedings (1)</b><br>148:24<br><b>process (14)</b> 45:4 66:5<br>82:11 96:14 124:16<br>131:25 133:13,20<br>134:4,10,12,18,19<br>205:11<br><b>processes (1)</b> 58:17<br><b>procure (1)</b> 97:12<br><b>produced (3)</b> 9:7<br>11:22,24<br><b>product (2)</b> 195:21<br>196:4<br><b>production (1)</b> 12:2<br><b>productive (1)</b> 197:14<br><b>productivity (1)</b> 191:2<br><b>Professional (1)</b> 49:14<br><b>profit (7)</b> 8:7,19 28:2<br>28:4 98:25 105:15<br>105:21<br><b>profitable (1)</b> 83:7<br><b>profits (13)</b> 27:23<br>30:16 86:6 96:20<br>97:3,8 98:5 102:7<br>105:17 113:19<br>114:24 167:9<br>186:21<br><b>progress (1)</b> 144:21<br><b>progresses (1)</b> 45:4<br><b>promised (2)</b> 184:9<br>187:3<br><b>promises (1)</b> 184:7<br><b>proof (1)</b> 37:2<br><b>proper (10)</b> 21:21 34:8<br>69:21 70:15 184:15<br>189:14 208:8,10<br>210:6,8<br><b>properly (17)</b> 28:10<br>99:14 100:11<br>102:19 103:7<br>115:22 183:15,16<br>187:11,13 188:5<br>190:20 192:16,17<br>193:5 208:5 210:6<br><b>proposal (2)</b> 38:17,22<br><b>proposed (10)</b> 56:24<br>57:10,11 59:2<br>75:19 77:13,14<br>78:22 82:19 150:19<br><b>proposing (6)</b> 24:6<br>50:6 116:21 117:17<br>151:12 196:11<br><b>Prospective (1)</b> 49:13<br><b>protect (4)</b> 46:25,25<br>64:12 98:1<br><b>prove (2)</b> 74:21 77:2 | <b>proved (3)</b> 74:22,25<br>76:11<br><b>provide (8)</b> 19:20,21<br>39:16 40:5 68:22<br>69:4 138:8 139:18<br><b>provided (15)</b> 5:2<br>14:18 16:24 38:6<br>40:12 68:12 78:21<br>79:3,18 116:14<br>181:17 190:25<br>200:24 203:7<br>204:24<br><b>provides (2)</b> 2:15<br>118:3<br><b>providing (2)</b> 68:20<br>115:1<br><b>provision (4)</b> 3:2<br>55:13 90:25 91:11<br><b>provisions (1)</b> 57:17<br><b>PSP (5)</b> 131:25 133:20<br>134:3,12,18<br><b>pull (1)</b> 26:14<br><b>pulled (1)</b> 26:15<br><b>pulse (1)</b> 155:22<br><b>punch (2)</b> 56:23 79:14<br><b>purchases (1)</b> 4:12<br><b>purports (1)</b> 10:24<br><b>purpose (8)</b> 8:12,14<br>8:15 42:3 113:20<br>117:21 163:5,7<br><b>purposes (1)</b> 41:23<br><b>pursue (1)</b> 70:13<br><b>pursuing (2)</b> 69:2,3<br><b>push (1)</b> 63:18<br><b>pushing (1)</b> 140:14<br><b>put (60)</b> 6:23 12:13,18<br>17:3 8 19:14,15,19<br>19:25 20:9,19<br>26:12 32:19 33:6<br>37:7 39:23 40:7,9<br>42:20 44:14 47:16<br>59:19 71:24 72:10<br>80:12 81:14 85:6<br>89:5 94:8,25 95:2<br>98:1,9,10,20 105:3<br>108:20 112:8,21<br>113:1,4,21 114:3<br>116:4,11,13 120:24<br>124:7 131:25<br>133:13,20 153:11<br>153:19,22 174:11<br>180:11 184:9<br>198:25 209:17<br>210:12<br><b>putting (2)</b> 32:11<br>72:21<br><b>P45 (2)</b> 81:3 86:23 | <b>quick (2)</b> 135:12<br>177:10<br><b>quickly (2)</b> 116:5,8<br><b>quite (27)</b> 9:14 11:23<br>16:14,23 54:6<br>57:20 58:5 62:4<br>72:14 84:20 89:24<br>94:3 102:22 105:12<br>105:12 122:1,1<br>145:6 163:23<br>180:17,23 187:3<br>195:15 201:25<br>203:2,18 204:7<br><b>quoting (1)</b> 53:20 | 156:24 171:5<br>178:19 204:7<br><b>receive (7)</b> 108:7<br>126:9 141:3,10,20<br>170:6 178:22<br><b>received (16)</b> 29:15<br>44:7 90:5 94:15<br>103:19 143:7,8<br>155:9 167:20<br>169:25 171:9,23<br>173:19 174:1 175:3<br>204:8<br><b>receiving (3)</b> 29:17<br>41:1 43:15<br><b>reclaimed (1)</b> 5:7<br><b>recognise (1)</b> 56:6<br><b>recollection (11)</b><br>143:25 144:9 147:2<br>148:15 150:24<br>151:6,20 152:15<br>156:25 157:18<br>174:7<br><b>recommendation (3)</b><br>199:5,19 210:14<br><b>recommendations (3)</b><br>198:4,6 211:1<br><b>recommended (2)</b><br>188:19 209:11<br><b>recommending (1)</b> 7:2<br><b>recommends (1)</b><br>195:17<br><b>reconstruct (1)</b> 151:19<br><b>reconstructing (2)</b><br>147:13 157:15<br><b>reconstruction (2)</b><br>152:14,16<br><b>record (3)</b> 16:16 90:15<br>124:22<br><b>records (12)</b> 16:10<br>18:4,18 20:23 21:2<br>21:11,17,20,25<br>22:8 29:10 149:18<br><b>recounts (1)</b> 184:24<br><b>recovered (1)</b> 64:18<br><b>recovery (1)</b> 184:9<br><b>recruited (4)</b> 42:13,16<br>46:7,14<br><b>recruitment (1)</b> 49:14<br>49:20<br><b>red (1)</b> 112:9<br><b>reduced (4)</b> 83:19<br>109:18 113:9 116:8<br><b>refer (20)</b> 8:21 11:17<br>28:18 31:21 43:6<br>76:15 85:22 89:21<br>93:16 97:19 108:16<br>108:25 109:3,10<br>117:3 125:25<br>130:18 183:3<br>195:11 205:4<br><b>reference (14)</b> 9:5<br>10:9,13 42:1 43:9<br>133:9 136:12 138:7<br>138:15 150:5<br>176:25 177:1,2,17<br><b>references (1)</b> 16:2<br><b>referred (10)</b> 1:13<br>60:24 61:1,13<br>68:15 76:19 86:1<br>124:5 166:21<br>168:11<br><b>referring (12)</b> 11:19<br>48:2 76:17 90:22<br>91:8 97:17 99:5,6,8<br>103:9 133:19<br>171:25<br><b>refers (13)</b> 48:14,19<br>48:25 92:2,4<br>130:15 137:13<br>136:21 137:17,22 |
|--|---|--|--|---|--|--|

|   |  |   |  |   |  |   |
|---|--|---|--|---|--|---|
| 154:8 190:22<br>191:19<br><b>reflect (1)</b> 97:15<br><b>reflected (1)</b> 148:15<br><b>reflection (2)</b> 19:17<br>20:13<br><b>reflective (2)</b> 78:12<br>177:7<br><b>refuse (1)</b> 118:10<br><b>refused (6)</b> 50:2 60:7<br>94:10 95:4,13<br>176:2<br><b>refuses (1)</b> 186:24<br><b>refusing (3)</b> 158:24<br>159:5 166:19<br><b>regard (4)</b> 39:10 61:23<br>84:2 129:12<br><b>regarding (9)</b> 26:25<br>30:19 35:3 51:25<br>95:7 163:21 165:1<br>207:22,25<br><b>regards (12)</b> 9:13<br>21:20 22:2 30:1<br>34:7 48:12 59:14<br>80:5 94:11 156:23<br>195:7 209:18<br><b>region (2)</b> 35:25 136:6<br><b>regional (1)</b> 136:5<br><b>regularly (1)</b> 159:1<br><b>regulation (3)</b> 2:14,23<br>3:13<br><b>regulations (1)</b> 1:24<br><b>Rehman (1)</b> 211:21<br><b>rejected (1)</b> 202:12<br><b>relate (1)</b> 185:5<br><b>related (4)</b> 17:21,25<br>21:6 68:25<br><b>relation (45)</b> 1:17,18<br>2:10 6:25 13:16<br>26:21 37:23 38:5<br>40:24 58:1 61:1<br>65:13 67:23 69:8<br>70:21 90:10 109:11<br>135:4 140:23<br>148:25 152:19<br>153:2 158:13,14<br>177:15 179:9,12<br>182:5 185:18<br>187:10 188:16<br>189:24 191:25<br>194:1,24 195:10<br>197:5 199:19,25<br>201:4 205:24<br>207:10,13 208:11<br>211:3<br><b>relationship (21)</b><br>116:4 131:19 132:2<br>133:7 134:5,13<br>136:2,17 137:9<br>139:9,12 144:22<br>155:13,22 157:3<br>164:8 196:24<br>197:13 199:2,15<br>206:18<br><b>reliance (1)</b> 105:8<br><b>relieve (2)</b> 91:2,14<br><b>reluctant (1)</b> 196:7<br><b>rely (2)</b> 12:5 23:13<br><b>relying (1)</b> 148:9<br><b>remain (1)</b> 60:20<br><b>remains (2)</b> 3:19 77:18<br><b>remember (42)</b> 47:20<br>56:19 60:13 85:15<br>85:15 89:25 95:20<br>105:1 115:10<br>128:19 141:17,18<br>141:22 142:4<br>144:10 147:13,15<br>149:8 150:14<br>151:15,21,23,24 | 152:1,2,3,4,8,9,17<br>155:9 156:8 157:2<br>157:8 173:20<br>176:19 178:25<br>180:9 202:14 203:1<br>203:2,18<br><b>remembered (2)</b><br>141:24 157:20<br><b>remind (1)</b> 212:20<br><b>remit (1)</b> 69:12<br><b>remove (4)</b> 2:17 3:19<br>41:6 75:9<br><b>removed (1)</b> 120:11<br><b>remuneration (2)</b> 29:1<br>31:12<br><b>renders (1)</b> 57:10<br><b>renew (1)</b> 45:16<br><b>repeated (1)</b> 153:23<br><b>repeatedly (4)</b> 51:13<br>154:18 163:22<br>164:18<br><b>replaced (1)</b> 76:1<br><b>replied (2)</b> 94:19<br>159:7<br><b>replies (1)</b> 128:8<br><b>reply (5)</b> 41:11 59:22<br>60:1 127:19 154:23<br><b>report (19)</b> 47:14<br>48:10 60:19 73:8<br>73:12,18,23 74:11<br>98:8 104:1,14<br>137:9 181:12 182:5<br>182:8,15 187:21<br>192:19 205:8<br><b>reported (2)</b> 22:15<br>70:21<br><b>reports (3)</b> 26:15<br>97:22 137:12<br><b>represent (2)</b> 193:16<br>193:19<br><b>representation (1)</b><br>22:18<br><b>represents (2)</b> 194:20<br>194:23<br><b>reputation (5)</b> 33:12<br>33:21,23 34:6 35:4<br><b>request (3)</b> 92:24 94:9<br>202:25<br><b>requested (2)</b> 78:24<br>142:6<br><b>required (4)</b> 49:16<br>119:23 121:8 122:6<br><b>requirements (1)</b> 97:5<br><b>requisite (1)</b> 89:7<br><b>rescheduled (1)</b> 175:8<br><b>reserve (1)</b> 98:1<br><b>reserves (3)</b> 97:4<br>104:19 108:6<br><b>resign (1)</b> 59:16<br><b>resigned (3)</b> 61:4<br>114:16 192:11<br><b>resigning (1)</b> 189:25<br><b>resolution (3)</b> 53:10<br>179:9,18<br><b>resolutions (1)</b> 176:11<br><b>resolve (3)</b> 129:7<br>139:22 155:13<br><b>resolved (3)</b> 118:16<br>129:12 165:19<br><b>resolving (1)</b> 159:13<br><b>respect (4)</b> 93:6 98:15<br>177:13 204:24<br><b>respected (2)</b> 176:15<br>176:18<br><b>respond (3)</b> 55:24<br>56:19 154:15<br><b>responded (1)</b> 95:7<br><b>respondent (3)</b> 41:16<br>41:20,21<br><b>respondent's (3)</b> 41:6 | 41:23 42:3<br><b>responding (3)</b> 56:1<br>129:22 160:24<br><b>responds (2)</b> 57:14<br>79:14<br><b>response (16)</b> 41:13<br>54:12,21 55:23<br>62:16,17,18 69:8<br>79:11 91:21 122:1<br>126:19 128:7 138:9<br>160:11 185:20<br><b>responsibilities (6)</b><br>117:24 118:11<br>120:10 122:10,13<br>125:13 126:2<br>127:16 128:12<br>130:14,19 133:6<br>134:6 135:9,10,13<br>140:2,5 143:4,17<br>143:24 144:5<br>145:15 152:24<br>155:14 158:3,17<br>159:24 160:16,20<br>160:22 164:2<br>165:22 167:15,20<br>168:7,22 169:18,20<br>170:3,12,20,23<br>171:12 172:1,4<br>173:24 174:20<br>175:24 176:3<br>177:23 178:5<br>179:11,21 181:19<br>181:23 182:7,13,24<br>185:13,17,19<br>188:15,21 190:18<br>195:12,19 199:23<br>201:2,25 202:13,19<br>203:1 204:25 205:5<br><b>rights (2)</b> 48:16<br>124:25<br><b>right-hand (8)</b> 10:10<br>15:16 16:3 18:4<br>22:12 23:2,15<br>192:5<br><b>rise (7)</b> 32:23 33:2,7<br>33:25 34:10 43:7<br>43:14<br><b>rises (1)</b> 38:10<br><b>risk (2)</b> 31:6 47:16<br><b>risks (1)</b> 30:22<br><b>Riyaz (1)</b> 136:3<br><b>Robin (1)</b> 161:9<br><b>role (7)</b> 48:20 52:16<br>55:20 80:7,16 89:8<br>198:19<br><b>roles (4)</b> 167:9 176:23<br>198:6 206:16<br><b>room (2)</b> 145:23 147:4<br><b>rotas (1)</b> 164:3<br><b>roughly (1)</b> 8:6<br><b>Rowe (76)</b> 83:20<br>116:22 119:14,15<br>127:25 128:8,23<br>129:1,16,24 130:3<br>130:13,21,23 131:2<br>131:4,5,7 132:8,20<br>132:20 133:10,14<br>133:23 134:2,3<br>135:16 136:3<br>137:12 138:22<br>139:17 140:19<br>144:13 146:15<br>148:6 150:6,9,18<br>151:7,12 153:16<br>154:12 155:11,18<br>155:23 157:12,24<br>159:7,12 160:6,12<br>160:16,18 161:1,17<br>162:10 163:12<br>164:12 165:11,21<br>166:21 177:6 181:4 | 181:5,6,7 186:19<br>187:3 191:20 192:3<br>193:1,22 194:4<br>198:9,12,20<br><b>Rowe's (13)</b> 141:25<br>143:11 146:11,17<br>146:23 147:18<br>148:15 150:17<br>156:3 163:16<br>178:19 193:17<br>194:23<br><b>RST (1)</b> 131:22<br><b>run (7)</b> 29:11 119:9,11<br>119:12 121:24<br>180:17 210:10<br><b>running (6)</b> 15:8 22:20<br>41:22 107:2 164:4<br>178:16<br><b>runs (4)</b> 8:25 181:21<br>182:11,12<br><b>rushed (1)</b> 181:15<br><b>Ruth (2)</b> 32:21 36:1<br><b>Ryan (1)</b> 75:14 | <b>S</b><br><b>sack (1)</b> 13:23<br><b>salaries (5)</b> 30:13<br>84:11 86:11,13,17<br><b>salary (74)</b> 6:19 7:1<br>12:15 17:7 19:13<br>20:3,11 39:21<br>40:24,25 41:15,17<br>43:25 44:2,4 58:23<br>58:25 75:2,8,19<br>76:1,3,8 78:2,10,19<br>78:22,24 79:17,24<br>80:7,9,11,17 81:1,7<br>81:21,23 82:5,19<br>83:4,7 84:24,25<br>85:4,8,14 86:6,7,10<br>86:21 87:3,4,8,16<br>88:22 89:4,11 90:3<br>90:5,13 92:15,22<br>93:4,23 94:1,4,6,23<br>112:6 164:4 165:1<br>189:7 196:12<br><b>sale (3)</b> 50:4 56:25<br>57:11<br><b>sales (18)</b> 4:21 7:9,10<br>7:17,19 10:3 24:13<br>24:13,14,20,20<br>25:18 26:8,8,23<br>27:25 28:1 191:2<br><b>Saturday (3)</b> 17:6 27:3<br>27:4<br><b>Savill (1)</b> 13:6<br><b>saw (4)</b> 105:21 143:9<br>173:22 182:6<br><b>saying (178)</b> 5:13 8:11<br>27:13,14 28:7 32:5<br>33:19,24 35:7 39:8<br>43:4,17 45:12,22<br>45:23,24,25 46:1,4<br>46:21,24 47:4,8<br>49:8 50:12,15<br>52:15 56:5,22<br>63:20,23 67:6 68:2<br>69:18 70:14 71:2<br>72:7,8,17,25 73:23<br>73:25 74:11 75:3,4<br>81:16,22,25 82:1<br>82:10 83:21,21<br>84:2,15,21 87:14<br>87:18 88:8,16,19<br>88:21 89:1 94:16<br>95:12,13 96:11<br>98:19 99:7,20,22<br>100:10,17 101:1,7<br>101:10,12,22 103:1<br>105:15 107:8 | 110:21 111:1 112:8<br>117:4,11 120:3,15<br>121:22 122:12<br>126:18 128:16<br>131:1,2,3,5 132:12<br>136:14 137:3 139:4<br>139:11,12 140:7<br>141:3,8,9,19 143:7<br>143:25 144:23,23<br>145:7,7 146:1,14<br>146:15,21 147:12<br>147:19 148:10<br>151:3,15 152:7<br>153:1 154:1,15,24<br>155:18,23 156:7,17<br>157:19 160:12<br>163:5,7 170:5<br>173:6,7 174:5<br>178:18,22 180:13<br>181:13 183:18,25<br>184:5,14 186:10<br>187:12 189:11<br>190:8 193:1,6,7,8<br>193:16 194:1,9,15<br>194:17 199:5,9,11<br>200:14,15 201:11<br>201:13 205:20,23<br>206:6,9,21 207:8<br>208:7,8,11 209:4<br>210:4,12<br><b>says (58)</b> 5:14 7:5<br>24:25 25:6,9 29:6,7<br>29:25 41:14 44:24<br>45:11 49:8,11,24<br>51:5,23 57:18 58:4<br>59:5,11 63:10<br>64:24 77:17 79:15<br>81:8 82:10 93:24<br>98:24 101:1 104:17<br>105:3 106:20<br>119:21,25 121:3<br>126:14 131:24<br>132:4 134:7 135:18<br>142:8,17 143:20<br>144:13,16 145:11<br>156:13 171:15<br>185:7 186:18,19<br>191:20 195:17<br>196:1,3 199:18<br>202:18 209:24<br><b>SB (2)</b> 126:19 149:19<br><b>scared (1)</b> 13:22<br><b>scenes (4)</b> 37:14,15,16<br>37:21<br><b>scheme (13)</b> 7:2 8:3,5<br>12:18,22 13:1,16<br>24:6 26:5,7,21<br>38:11 166:16<br><b>second (16)</b> 4:4 41:20<br>44:25 46:20 51:3<br>56:23 61:12 62:25<br>79:14 104:5 143:15<br>189:25 190:3,4,15<br>195:24<br><b>secondly (5)</b> 8:5 27:20<br>80:8 81:11 186:19<br><b>secret (2)</b> 125:12,25<br><b>section (2)</b> 8:25 10:8<br><b>secure (1)</b> 79:19<br><b>see (149)</b> 3:5,22,23<br>4:1 7:1,6 10:10,11<br>10:21 12:2 15:9,15<br>16:3,10,17,18,25<br>17:22 18:14,18,20<br>19:4,8 22:6,8,11<br>24:25 25:10 26:25<br>29:7,14 36:25 37:2<br>37:3,8,15 38:13<br>39:19 44:23 45:7<br>45:10,20,21 47:24 | 48:17,23 49:18<br>52:18 53:8,11,17<br>55:25 56:1,12<br>57:24 60:4,20<br>62:18 63:2,16,17<br>63:21 64:1 65:18<br>65:20 69:7 75:15<br>75:17,22 77:3,10<br>77:12,15,17 87:7<br>90:7 92:4 93:10,14<br>106:22 107:13<br>108:5 111:1 118:19<br>119:23 121:18,21<br>124:1,3 126:16,19<br>127:12,23 130:18<br>130:25 132:16<br>135:16 136:19<br>137:15 141:23,24<br>142:7,14 143:15,20<br>150:14 151:2<br>154:13,14 158:10<br>158:22 161:8<br>162:19 166:14<br>167:12,22 169:1<br>170:13,15,16,23<br>171:11 174:7<br>175:18,25 177:12<br>180:5,15,22 182:8<br>185:20,24 186:7<br>187:2,4,15 188:13<br>195:3 197:9 201:19<br>201:21 202:18,20<br>203:9,24 204:12<br>205:8 208:19,25<br><b>seeing (14)</b> 13:3 141:1<br>141:4,11,17,18,22<br>142:5 143:11 149:8<br>173:20 178:19,25<br>204:9<br><b>seek (1)</b> 126:14<br><b>seeking (10)</b> 44:25<br>52:2 66:4 127:3<br>155:18,24 173:13<br>205:20 207:18,20<br><b>seen (11)</b> 14:25 20:9<br>149:9 173:2,4,5,14<br>173:17 178:25<br>181:9 203:23<br><b>sees (1)</b> 128:17<br><b>selected (1)</b> 4:14<br><b>selection (1)</b> 45:5<br><b>sell (3)</b> 25:10 67:4<br>72:1<br><b>selling (1)</b> 26:18<br><b>semantic (1)</b> 103:15<br><b>send (10)</b> 56:5 100:13<br>124:21,21 128:16<br>128:24,25 141:25<br>158:6 189:7<br><b>sending (2)</b> 46:16<br>129:22<br><b>sends (1)</b> 142:12<br><b>sense (3)</b> 28:6 83:3<br>124:24<br><b>sensible (2)</b> 212:5,7<br><b>sent (65)</b> 31:3 56:7,10<br>56:15 75:25 77:8<br>77:13 78:14 84:23<br>92:19 95:9,9<br>110:16 121:21<br>126:18 127:19<br>130:5 138:18<br>140:19 141:12<br>142:7,9,13,18<br>144:13 148:7<br>149:23 153:5,13<br>154:3 155:5 157:23<br>158:9 160:5,6<br>170:15 172:11,12<br>172:25 173:2,15,17 |
|---|--|---|--|---|--|---|



|   |  |  |   |   |   |  |
|---|--|--|---|---|---|--|
| 173:18,22 174:8<br>175:16,20 178:25<br>179:19 181:18,20<br>182:1,5 183:17<br>188:6 202:15 203:3<br>203:17,17,20,22<br>204:1,6,10,23<br><b>sentence (2)</b> 31:10<br>99:17<br><b>separate (1)</b> 19:22<br><b>separately (1)</b> 164:24<br><b>September (27)</b> 106:7<br>106:24 113:15<br>119:15,19 121:3<br>124:10,12 129:14<br>129:17 138:23<br>140:20 141:7,13,14<br>141:15 149:3,16<br>150:7 153:17<br>156:15 176:18<br>177:1 178:20 180:5<br>180:8 193:12<br><b>serious (1)</b> 66:11<br><b>serve (2)</b> 41:22 42:2<br><b>service (9)</b> 77:13,14<br>89:22 90:2,4,23<br>91:8,18 178:12<br><b>services (2)</b> 4:12,20<br><b>set (13)</b> 19:13 20:4<br>40:23 67:13 78:24<br>84:11 86:13 94:24<br>115:22 126:8<br>149:13 152:22<br>204:2<br><b>sets (2)</b> 175:20 182:1<br><b>setting (4)</b> 30:1,4<br>130:13,16<br><b>seven (5)</b> 20:22 22:1<br>33:5 60:1 70:6<br><b>seven-month (1)</b> 19:2<br><b>severance (5)</b> 97:21<br>100:9 101:16 105:2<br>114:19<br><b>share (9)</b> 8:18 43:10<br>57:9 59:12,14,17<br>68:24 83:18 113:8<br><b>shared (14)</b> 13:2,19<br>29:23 59:17 63:18<br>64:2,3 85:3 110:7<br>116:19 117:23<br>118:13 119:7<br>120:20<br><b>shareholders (13)</b><br>1:15 48:15 53:20<br>54:1 55:13 57:17<br>65:1 66:20 86:17<br>96:24 97:12 114:1<br>114:1<br><b>shares (25)</b> 8:16 43:9<br>45:2 50:4,9 51:12<br>54:2 55:3,4 62:22<br>63:11,13 65:2,3<br>67:1,5 72:1 81:20<br>82:8 83:19 96:4,5<br>100:8 119:3 120:20<br><b>sharing (1)</b> 87:20<br><b>sheet (2)</b> 26:3 107:21<br><b>shocking (1)</b> 30:16<br><b>shop (3)</b> 158:14<br>188:13,20<br><b>short (6)</b> 53:4 115:14<br>174:16,22 175:9<br>190:12<br><b>shorthand (1)</b> 134:18<br><b>shortly (2)</b> 85:6<br>172:18<br><b>show (11)</b> 11:3 21:17<br>36:22 70:16 74:24<br>75:1 76:12 112:2<br>120:19 171:8 174:3 | <b>showed (2)</b> 182:17<br>205:2<br><b>showing (2)</b> 10:3<br>14:17<br><b>shown (5)</b> 21:19,25<br>42:14 107:12<br>124:19<br><b>shows (10)</b> 14:16 15:3<br>15:7 19:8,10 105:9<br>106:24 112:12<br>171:2,6<br><b>sic (1)</b> 71:14<br><b>sick (4)</b> 61:8 123:10<br>186:25 187:6<br><b>side (6)</b> 6:23 10:10<br>15:4 36:14 162:8<br>192:5<br><b>sides (1)</b> 31:23<br><b>sight (1)</b> 4:20<br><b>sign (10)</b> 33:11 35:10<br>93:25 94:10,11<br>95:4,5 176:2,4,7<br><b>signature (3)</b> 56:4,7<br>143:11<br><b>signed (9)</b> 85:21 94:13<br>94:17 95:3,17,20<br>102:23 103:14<br>171:25<br><b>significant (1)</b> 62:21<br><b>signing (1)</b> 31:14<br><b>silly (1)</b> 160:7<br><b>simply (3)</b> 105:14<br>159:22 196:2<br><b>sincerely (1)</b> 45:17<br><b>Singh (195)</b> 13:8,17,23<br>13:25 14:1,3,5<br>31:23 32:1,9 33:16<br>36:4,6 38:2 39:21<br>41:21 42:12,14,16<br>42:24 43:13,18,21<br>47:21,25 49:23,25<br>50:5,8 51:7,16,25<br>52:5,11,12,21,23<br>58:10 59:3,4,15<br>60:19 61:3,7,15<br>67:21 70:24 72:5<br>73:8,20 75:10,25<br>76:4,9 77:4 78:20<br>79:19 80:5 81:19<br>82:6 83:6 84:3,18<br>85:1 86:2 87:17,24<br>88:10 89:6 90:10<br>93:5,25 94:10,11<br>94:12 95:4,4,8,13<br>95:19 96:3,1,12<br>98:12 100:7 103:18<br>108:7,21,22 109:4<br>109:9,16,21 110:6<br>111:15,19 116:1,5<br>117:4,8 118:14,14<br>118:17,22 121:13<br>121:15,21 124:22<br>125:3,4,19,22<br>126:14 127:17<br>128:2,13 129:8,20<br>129:21 131:1,10,20<br>132:8,13,16 134:8<br>134:17 138:20<br>139:1,8,22 140:1<br>145:1 149:4,15,22<br>150:10,12 151:1,17<br>152:12 153:4,6,23<br>154:3,18 155:20<br>156:23 157:3 158:2<br>161:10 163:13<br>164:9,12,20,24<br>165:7,12,16,24<br>166:2,9 175:9<br>176:3 181:2 183:8<br>185:9 186:2,14,20 | 187:14,17 188:23<br>189:4,17 190:6<br>191:11 193:9,20<br>194:1,12 195:14<br>196:10,17 197:17<br>197:17 198:15<br>199:8,20,20 200:1<br>200:4,9 206:19<br>209:5<br><b>Singh's (20)</b> 40:24<br>52:4 75:2,23 78:10<br>78:24 86:21 88:22<br>89:4 92:23 112:6<br>121:22 125:7 126:3<br>150:3 155:17 175:2<br>185:11,20 190:4<br><b>single (2)</b> 74:17<br>202:14<br><b>sister-in-law (1)</b> 50:1<br><b>situation (7)</b> 69:9,13<br>70:10 71:7 83:6<br>145:5 198:1<br><b>six (11)</b> 12:8 25:24<br>27:3 32:19 33:1,6<br>62:10,12 70:3<br>123:20,21<br><b>skills (1)</b> 89:7<br><b>Slark (6)</b> 7:2 20:8<br>33:19 38:13,18<br>40:16<br><b>Slark's (1)</b> 24:4<br><b>slightly (4)</b> 1:16 5:9<br>22:1 135:4<br><b>slippage (1)</b> 211:14<br><b>slips (1)</b> 22:15<br><b>small (1)</b> 211:21<br><b>smooth (1)</b> 52:3<br><b>SOG (15)</b> 4:1 31:12<br>35:8 45:6,15 48:12<br>50:4 65:2 81:12<br>88:22 94:14 100:8<br>115:5 126:17<br>201:16<br><b>SOGs (1)</b> 201:16<br><b>sold (4)</b> 26:9,10,10<br>54:2<br><b>solicitors (7)</b> 53:22<br>54:7,9 60:3,11 85:6<br>119:6<br><b>solution (1)</b> 150:19<br><b>solve (1)</b> 121:24<br><b>somebody (11)</b> 28:9<br>37:5 67:5 74:18<br>108:3 114:3 170:22<br>171:3,13 188:10<br>189:13<br><b>soon (3)</b> 36:4 162:18<br>163:19<br><b>sooner (1)</b> 98:13<br><b>sorry (82)</b> 3:7,8,12<br>11:14,17 18:9 21:9<br>23:1 28:17 31:20<br>32:2 40:21 44:18<br>44:19 49:5 50:14<br>57:1,2 60:25 62:4<br>62:25 68:15,17<br>73:14 78:9 87:4<br>88:7 89:15,17,18<br>91:5 93:8 95:11<br>106:10 107:11<br>110:2 112:17<br>113:13 115:12,17<br>115:22,24 117:3,6<br>122:3,21 126:24<br>130:7,15 133:17<br>141:16 142:23<br>143:2,3,3,3 168:15<br>168:15,19 169:6<br>171:14 173:3,4,11<br>173:23 177:11 | 178:1 179:4,5,6<br>182:25 191:22,23<br>192:5 194:3 195:23<br>201:6,23 202:7<br>206:8 210:17,18<br><b>sort (9)</b> 9:23 64:7<br>84:11 132:9 157:5<br>162:17 165:8<br>198:12,21<br><b>sought (1)</b> 85:6<br><b>sound (1)</b> 116:2<br><b>sounds (1)</b> 212:7<br><b>source (1)</b> 47:1<br><b>Southwell (5)</b> 109:1<br>109:10 110:21,23<br>111:1<br><b>speak (7)</b> 13:21 30:18<br>30:19 31:3 115:10<br>189:15 212:20<br><b>special (3)</b> 26:10<br>51:19 66:23<br><b>specific (2)</b> 28:8 147:2<br><b>specifically (9)</b> 50:4<br>78:8,10,23 138:20<br>152:17 153:1<br>154:17 178:7<br><b>Specsavers (130)</b> 1:11<br>3:4,9,18,24 4:7,9<br>4:11,16,17 12:14<br>12:19 13:10,18<br>19:19 24:1 34:13<br>34:22 35:20 36:11<br>36:15 39:15 42:9<br>42:17,23 43:13,17<br>46:25 47:16 49:1<br>51:10,20 53:11<br>54:2 55:3,4 57:9<br>58:17 59:13 61:21<br>62:13 64:12 65:4,7<br>66:2,18 67:1,2,8<br>68:3 69:14,19 70:5<br>70:11 71:18 72:5,9<br>72:18,25 73:6<br>75:19 76:1,4,5<br>78:17 81:7,8,17<br>82:5,11 84:6,9<br>86:11,14,18 87:11<br>87:23 88:9 93:14<br>96:3 97:19 98:9<br>106:15 109:8<br>110:13 111:10<br>112:8,23 113:1,22<br>113:25 115:1 119:3<br>123:12 125:3,4,12<br>125:22 126:15<br>127:2 128:14,15,21<br>134:21 135:2,23<br>139:25 144:21<br>148:9 160:2,7,11<br>168:3 179:3,13,25<br>183:4 185:10<br>186:22 187:19<br>188:9,10 195:7<br>196:9,23 199:7<br>205:10,10 207:22<br>207:23<br><b>spectacles (1)</b> 4:15<br><b>speculate (3)</b> 161:4,9<br>162:8<br><b>spirit (1)</b> 65:16<br><b>spoke (4)</b> 31:2 99:16<br>100:13 189:16<br><b>SPP (1)</b> 133:13<br><b>spreadsheet (3)</b> 11:18<br>11:18,22<br><b>springing (1)</b> 110:21<br><b>squeeze (1)</b> 108:20<br><b>stabilise (1)</b> 45:16<br><b>staff (43)</b> 4:22 12:16<br>13:21 26:16 27:22 | 28:3,24 30:12,19<br>31:13,14,23 32:19<br>33:1,13,19,21 34:7<br>34:14,22 35:5,20<br>35:24,25 36:6,11<br>37:20 39:17 86:18<br>135:7 136:22 138:8<br>138:10 155:16<br>157:4,5,6 186:24<br>189:25 190:7 191:9<br>193:15 194:10<br><b>stage (6)</b> 104:25 105:7<br>106:1 107:15<br>140:15 193:24<br><b>stance (1)</b> 68:11<br><b>stand (1)</b> 160:10<br><b>standard (2)</b> 91:17<br>134:21<br><b>start (7)</b> 2:14 6:24<br>116:1 132:1 133:21<br>182:23 183:3<br><b>started (8)</b> 8:9 14:4,5<br>14:19 23:20 83:13<br>85:14 180:18<br><b>starting (4)</b> 31:20<br>41:12 99:18 135:21<br><b>starts (2)</b> 8:24 31:21<br><b>state (6)</b> 58:2 81:13<br>83:16 178:7 197:12<br>203:21<br><b>stated (5)</b> 47:19<br>144:11 148:10<br>153:20 203:25<br><b>statement (44)</b> 5:3,4<br>11:11,13,15 28:14<br>31:8 33:4,24 39:5,9<br>42:21 73:5 96:1<br>99:5 100:22 102:17<br>102:23 103:2,10,14<br>103:22 108:16<br>120:7 122:9,22<br>125:2 130:12<br>131:22 133:12,17<br>134:15,24 136:11<br>149:2 159:17 161:5<br>167:21 168:6,12<br>169:24 174:23<br>182:14 205:4<br><b>statements (1)</b> 106:7<br><b>states (2)</b> 86:4 90:2<br><b>status (1)</b> 68:7<br><b>stayed (1)</b> 169:14<br><b>stealing (6)</b> 112:9,23<br>113:1,18 114:18<br>131:13<br><b>stemmed (1)</b> 46:12<br><b>stems (3)</b> 46:8 72:13<br>111:14<br><b>step (1)</b> 78:11<br><b>Stephen (1)</b> 32:20<br><b>steps (12)</b> 94:24 97:12<br>118:4 133:5 138:24<br>139:1,4,5,7,13<br>140:1,5<br><b>sterile (5)</b> 121:19<br>124:21 125:14<br>126:19 128:16<br><b>Sterry (1)</b> 17:6<br><b>Sterry's (2)</b> 17:17 20:1<br><b>stick (1)</b> 50:6<br><b>stole (2)</b> 120:14<br>123:17<br><b>stolen (3)</b> 68:5 114:21<br>184:8<br><b>stood (2)</b> 51:7 196:15<br><b>stop (3)</b> 101:20<br>186:17,18<br><b>stopping (1)</b> 108:16<br><b>store (145)</b> 4:12 9:8<br>9:13 12:20,23 13:8 | 14:4,5 17:12,25<br>22:14,20 23:5,11<br>23:20,20 26:17<br>27:12,23 28:5<br>30:12 32:24 33:5<br>35:7 36:8,18 37:3,9<br>37:20,25 38:4<br>39:19 41:22 45:1<br>45:19 48:21 50:1,7<br>52:1,15 55:12<br>58:18 59:15 61:2,4<br>61:9,13 63:14 64:4<br>64:16 68:5 71:15<br>72:21 73:21 74:4<br>76:11 79:20 80:6<br>80:20,21,23 81:19<br>82:22,24,25 83:1,7<br>83:8,12,13,13,16<br>83:17,20,23,24<br>85:2,3,10 86:5<br>87:24 88:10 92:21<br>94:13 97:18,20,25<br>99:9 109:15,20<br>111:24 113:2 114:4<br>114:6 116:1 117:22<br>118:25 119:3 123:6<br>123:8,10,14,20<br>124:4,5,21 127:20<br>128:16 178:25 129:4<br>135:6,24 136:4<br>137:4,12 139:19<br>145:13,14 146:4<br>148:12,19 151:3,9<br>151:10 152:2<br>153:18 158:16,18<br>159:2,5 177:18<br>184:11 185:23<br>186:3 187:18<br>190:15 191:4<br>192:15 193:18,23<br>194:5,24 206:14<br>208:21<br><b>stores (8)</b> 4:7 5:8 7:6<br>27:8 38:16 87:12<br>135:2 192:11<br><b>store's (1)</b> 8:4<br><b>story (1)</b> 189:20<br><b>straight (3)</b> 14:1 87:21<br>160:6<br><b>straightforward (1)</b><br>138:8<br><b>strategy (1)</b> 135:6<br><b>stressed (1)</b> 193:14<br><b>strict (4)</b> 5:19 12:24<br>23:25 30:11<br><b>strictly (1)</b> 119:2<br><b>structure (7)</b> 4:6,8,25<br>28:7 30:2,5 48:12<br><b>structured (1)</b> 209:7<br><b>structures (1)</b> 145:18<br><b>Stuart (13)</b> 5:11,24 6:1<br>6:12 39:22 40:11<br>211:20,25 212:3,6<br>212:12,14,17<br><b>Stuart's (1)</b> 40:10<br><b>stuck (1)</b> 147:4<br><b>stuff (1)</b> 25:11<br><b>style (1)</b> 199:20<br><b>subject (6)</b> 42:24 58:7<br>75:13 97:4,6 156:4<br><b>submit (3)</b> 90:13<br>92:19,24<br><b>submitted (4)</b> 167:23<br>168:16 169:5,7<br><b>submitting (1)</b> 169:10<br><b>subsequent (4)</b> 148:7<br>154:7 176:14 177:5<br><b>subsidiary (1)</b> 5:20<br><b>substantial (1)</b> 43:14<br><b>substantiate (1)</b> 197:8 | <b>success (2)</b> 48:25<br>144:22<br><b>successful (3)</b> 45:19<br>49:16 145:17<br><b>sudden (1)</b> 33:17<br><b>suffered (1)</b> 208:23<br><b>suggest (41)</b> 16:22<br>27:15 39:15 51:9<br>53:18 70:18 82:13<br>107:17 124:9,15<br>125:11 129:6<br>136:21 138:7,11,12<br>139:17,21 140:10<br>140:13 146:12,19<br>148:14 153:15<br>156:19 163:11<br>187:9 189:2,19<br>194:20 196:19,25<br>198:20 199:24<br>200:17,20 207:17<br>210:16,19,22 211:2<br><b>suggested (8)</b> 40:1<br>78:5 116:25 132:20<br>135:20 159:9 198:5<br>199:16<br><b>suggesting (11)</b> 11:3<br>82:3,5 104:9<br>105:11 120:8<br>128:10 129:6<br>130:21 169:10<br>209:10<br><b>suggestion (1)</b> 169:7<br><b>suggestions (1)</b> 199:25<br><b>suggests (4)</b> 104:7<br>167:17 198:25<br>199:24<br><b>suitability (2)</b> 58:12<br>59:7<br><b>suitable (6)</b> 40:2 64:5<br>66:19 123:8 203:7<br>203:8<br><b>sum (1)</b> 16:23<br><b>summary (2)</b> 144:3,6<br><b>Sunday (4)</b> 158:19,20<br>159:1,1<br><b>Sundays (5)</b> 148:20<br>158:15,21 159:3<br>185:21<br><b>supervise (1)</b> 189:8<br><b>supervision (1)</b> 167:1<br><b>supervisor (1)</b> 189:19<br><b>supplementary (1)</b><br>195:4<br><b>support (24)</b> 36:20<br>39:11 74:2 110:9<br>115:5 116:18,22<br>119:16,23 121:7<br>122:6 125:5 131:22<br>131:25 133:20<br>134:19,21 139:19<br>179:25 186:6<br>192:20,23 199:8<br>209:8<br><b>supporting (7)</b> 38:15<br>38:20 39:6 132:3<br>134:5,14 150:10<br><b>supports (2)</b> 39:4<br>121:22<br><b>suppose (1)</b> 161:11<br><b>supposed (3)</b> 61:8<br>110:6 164:17<br><b>sure (41)</b> 9:14 20:8<br>28:1 35:3 42:14<br>54:7 64:6 74:6<br>76:10 85:20 86:8<br>94:18 98:15 101:6<br>118:19,23 122:1<br>131:1 132:17 134:1<br>134:8,16 137:6<br>138:13,20 139:1 |
|---|--|--|---|---|---|--|

|  |   |   |  |  |  |  |  |  |  |
|--|---|---|--|--|--|--|--|--|--|
| 143:8 145:1,6<br>153:5 155:20<br>160:23 161:18,22<br>162:7,8 178:24<br>187:19 195:5<br>197:20 200:5<br><b>surrounding (1)</b> 63:8<br><b>surveillance (1)</b> 115:7<br><b>Susannah (3)</b> 160:6<br>189:16,19<br><b>suspect (1)</b> 2:10<br><b>suspected (4)</b> 118:16<br>118:24 121:17<br>124:18<br><b>suspended (11)</b> 7:24<br>7:25 12:8,16 23:11<br>37:25 54:15,22<br>55:1,7 113:11<br><b>suspending (1)</b> 113:12<br><b>suspension (11)</b> 12:12<br>15:7 19:3 20:22<br>22:4,24 30:10<br>54:17,25 55:15,18<br><b>sustained (1)</b> 42:25<br><b>SV (1)</b> 196:5<br><b>Swarandeeep (18)</b> 6:16<br>33:20 35:10 42:15<br>64:5 128:17 131:2<br>134:9 137:25<br>138:21 144:7<br>145:19,20,22 160:8<br>193:10 196:11<br>213:3<br><b>swung (1)</b> 109:8<br><b>symptomatic (3)</b><br>195:21 197:12<br>211:4<br><b>system (1)</b> 19:13<br><b>systems (1)</b> 187:4 | 153:18 156:18<br>177:18<br><b>targets (3)</b> 7:9 25:18<br>26:23<br><b>team (18)</b> 36:2,17<br>37:19,25 38:4 45:3<br>64:11 72:23 87:2<br>90:14 115:5 116:19<br>116:22 117:23<br>118:13 119:16<br>209:9 210:10<br><b>tell (4)</b> 109:25 164:23<br>192:4 193:11<br><b>telling (16)</b> 52:13,16<br>52:22 64:4 118:18<br>136:3 142:21<br>160:14 172:19<br>186:25 193:9,20<br>194:13,14,15<br>208:14<br><b>temporary (12)</b> 62:23<br>63:12 68:25 146:12<br>146:19,24,25<br>147:19 148:11,13<br>148:20 151:10<br><b>ten (5)</b> 36:5 96:17<br>181:18 191:5,8<br><b>tendency (1)</b> 112:15<br><b>tense (1)</b> 206:18<br><b>ten-page (1)</b> 182:1<br><b>term (1)</b> 110:4<br><b>terms (6)</b> 5:6 31:9<br>48:16 53:25 154:24<br>196:1<br><b>test (29)</b> 52:19 74:6<br>132:17 145:23<br>146:3 147:4,7,23<br>148:1,5 150:12<br>151:1,3,9,17<br>152:12 154:11,20<br>156:4 157:7,7,13<br>158:25 159:5<br>186:24 198:14<br>199:9,16 200:5<br><b>testing (36)</b> 50:19<br>52:13,17 71:14<br>80:5,15,20 110:19<br>144:7 145:21,21<br>147:10 149:19<br>150:1,5 151:24<br>153:2,16 154:4,10<br>156:9,23,24 157:11<br>158:18,24 159:5<br>160:8 161:11<br>166:22 175:10<br>177:16 178:2 179:9<br>186:23 187:5<br><b>tests (2)</b> 4:20 145:19<br><b>thank (18)</b> 2:11 3:17<br>3:25 4:3 5:5,23<br>6:14 14:20 16:1<br>26:20 40:9,13,20<br>110:3 116:14<br>144:17 211:19<br>212:6<br><b>theft (2)</b> 113:17<br>207:25<br><b>thief (3)</b> 62:3,12 70:5<br><b>thing (22)</b> 19:11 20:6<br>27:14 34:3 37:6,7<br>58:22 66:22 74:18<br>74:20 108:23<br>117:13,15 123:9,11<br>123:18 127:5<br>152:16 154:20<br>156:22 157:2<br>209:23<br><b>things (24)</b> 13:14<br>17:21 18:23 19:14<br>20:18 34:5 36:21 | 37:1,4 74:21,21,25<br>77:2 111:4 124:23<br>149:25 153:7,12<br>154:5 157:8,9<br>198:13,21 208:20<br><b>think (154)</b> 1:25 2:8<br>4:4 5:12 6:4,21<br>8:13,13,24 9:12<br>10:20 11:18 15:19<br>20:15 21:7 22:9<br>24:14,14 25:16,21<br>25:21,21,22,24<br>26:2 28:9 29:7<br>31:20 35:12 36:21<br>36:22 39:25 46:8<br>53:14,16 54:3,5,6<br>54:11 66:8,10,15<br>67:15,15 68:2,11<br>68:18 69:20 71:4,5<br>72:14 74:7 76:17<br>76:21 78:15 84:20<br>85:19,22 87:8,18<br>89:24 96:8,9,23<br>98:4,15 99:24<br>100:12 101:15<br>103:15,24 105:7<br>109:20,25 110:6<br>112:19 116:11,12<br>116:13 123:2<br>125:14,18 126:21<br>126:23,25 130:23<br>132:4,9,13,15,18<br>132:23,24 134:7<br>135:25 136:8,16,20<br>137:4,6,10,20<br>138:5,18 139:1,11<br>139:14 145:8<br>150:17 154:25<br>156:1 160:7,14<br>162:3 164:10 168:5<br>168:18,23 169:2,24<br>175:20 176:20<br>178:9 180:11,19<br>181:7,22,23 182:11<br>182:20 183:13,15<br>183:24 184:2,4,18<br>190:9 195:10 197:2<br>198:2 199:11<br>200:22 201:4,9<br>202:6 203:15 204:8<br>205:3 206:25<br>208:17 212:2,5,10<br>212:11<br><b>thinking (4)</b> 35:9<br>108:19 119:22<br>121:7<br><b>thinks (1)</b> 160:8<br><b>third (4)</b> 5:3 41:16<br>48:15 60:4<br><b>thought (13)</b> 31:6<br>82:11 83:6 89:6<br>120:2 132:22 137:1<br>141:23 145:10<br>152:11 157:12<br>159:14 199:12<br><b>thoughts (1)</b> 48:5<br><b>threats (1)</b> 145:14<br><b>three (12)</b> 15:2 33:7<br>55:24 56:18 57:16<br>145:20 147:23<br>187:6 202:1 208:24<br>209:22,22<br><b>three-page (1)</b> 44:20<br><b>throw (1)</b> 38:16<br><b>thrown (2)</b> 23:24 31:7<br><b>Thursday (1)</b> 30:2<br><b>Tidmass (1)</b> 32:21<br><b>time (57)</b> 2:17,17 9:7<br>27:4 30:9 36:18<br>38:4 47:18 53:23 | 54:9 58:11 59:6,10<br>61:3 62:14 64:21<br>65:8 70:3 86:2<br>89:23,24 93:10<br>98:11,23 109:20<br>111:11 119:2 120:5<br>120:12 125:22,23<br>127:21,25 129:19<br>129:23 132:22<br>141:2,4 144:1<br>145:10 149:7,9<br>154:2 157:1,23<br>159:14 165:16<br>168:11 175:5 176:5<br>177:21 181:14,21<br>189:13 192:22<br>194:7 208:23<br><b>timely (1)</b> 195:18<br><b>times (3)</b> 2:3 3:4 124:6<br><b>timetable (1)</b> 211:12<br><b>timings (1)</b> 164:22<br><b>tint (1)</b> 26:12<br><b>tints (2)</b> 17:25 26:9<br><b>total (60)</b> 13:6 19:24<br>21:4 34:13,22 50:2<br>50:3,10 51:13 52:5<br>58:15,22,23 66:12<br>67:22 78:11,18<br>80:19 93:25 94:8<br>101:15 107:23<br>108:1,2 109:21<br>112:1,3 130:23<br>131:16,17 133:4,5<br>136:17,18 137:8,8<br>139:8 144:25 147:3<br>148:8 154:17,18<br>156:16 163:20<br>164:11,18 165:8,11<br>184:14 186:16<br>189:17 192:21<br>197:19 205:25<br>206:4,11,21 207:2<br>207:8,9<br><b>tomorrow (5)</b> 204:9<br>211:14,18 212:1,19<br><b>tone (1)</b> 67:23<br><b>top (10)</b> 16:18 29:6,7<br>41:1 49:6 56:11<br>65:25 154:8 168:8<br>170:10<br><b>total (6)</b> 16:5,20,23<br>71:16 114:6 201:25<br><b>totally (3)</b> 30:17<br>119:12 191:3<br><b>Tracey (1)</b> 32:20<br><b>track (1)</b> 137:19<br><b>trading (6)</b> 5:16,16,17<br>5:17,18,20<br><b>trainees (2)</b> 167:1<br>189:6<br><b>training (6)</b> 135:5,20<br>136:9 137:18 138:9<br>138:10<br><b>transcript (2)</b> 62:4<br>210:17<br><b>transfer (4)</b> 45:2,3<br>67:21 75:14<br><b>transferred (1)</b> 63:13<br><b>transfers (1)</b> 48:16<br><b>transgress (1)</b> 13:4<br><b>transition (1)</b> 52:3<br><b>transparent (1)</b> 78:18<br><b>transposed (1)</b> 21:23<br><b>treasury (3)</b> 106:15,21<br>106:25<br><b>treated (6)</b> 51:19,20<br>66:23 69:5 93:20<br>192:17<br><b>treatment (2)</b> 31:24<br>32:7 | <b>trepidation (1)</b> 16:21<br><b>trespassing (1)</b> 198:17<br><b>trial (3)</b> 6:5 14:19 85:6<br><b>triple (4)</b> 153:9,10<br>178:11,13<br><b>trivial (1)</b> 37:6<br><b>true (27)</b> 11:2 18:24<br>19:17 20:12 22:18<br>29:2 32:16,17<br>58:14 59:8,9,13<br>63:17 84:8,14,15<br>87:5 108:9 114:15<br>118:20 124:17<br>126:6 142:15 172:5<br>173:18 192:13<br>211:6<br><b>truly (1)</b> 177:7<br><b>trust (2)</b> 51:24 196:8<br><b>truth (2)</b> 138:12<br>142:21<br><b>truthful (1)</b> 49:8<br><b>try (4)</b> 110:9 112:22<br>198:12,21<br><b>trying (23)</b> 18:3 60:3<br>100:25 103:6,8<br>118:7 124:16 129:6<br>133:1 137:18<br>139:18,18,21<br>155:11 160:12,25<br>161:6 163:12 164:6<br>164:8 172:25<br>194:12 198:9<br><b>Tuesday (1)</b> 203:22<br><b>Tuesdays (1)</b> 185:21<br><b>turn (21)</b> 8:23,23 16:2<br>16:15 40:21 41:11<br>44:16 53:6 55:22<br>62:17 93:9,9 110:2<br>110:8 116:15<br>125:10 127:24<br>149:6 167:4 170:9<br>184:23<br><b>turned (1)</b> 102:3<br><b>turning (1)</b> 212:3<br><b>turn-around (1)</b> 45:19<br><b>twice (3)</b> 33:15 68:16<br>68:19<br><b>two (31)</b> 1:4,10 4:5<br>5:7,22 51:21 56:9<br>60:24,25 68:15<br>71:23 77:9 86:9<br>99:2 102:12 121:22<br>147:24 162:17<br>171:3 175:3,20<br>178:16 182:1,12<br>190:22 191:7<br>194:10 195:22<br>196:21 197:19<br>198:21<br><b>typed (3)</b> 152:21<br>162:13,16<br><b>typed-up (1)</b> 162:14 | 134:4,13<br><b>undermined (1)</b><br>206:15<br><b>underperforming (1)</b><br>83:8<br><b>understand (19)</b> 5:12<br>5:14 24:8,10,15,17<br>24:18 25:7 35:1<br>42:5 100:25 110:4<br>131:2 134:18<br>149:25 161:6<br>163:12 164:7 187:8<br><b>understanding (7)</b><br>24:19 25:15,20<br>125:4 183:21 192:8<br>204:2<br><b>understood (6)</b> 5:15<br>42:12 153:6 206:6<br>206:9 207:12<br><b>undue (2)</b> 69:15 70:11<br><b>unfair (3)</b> 21:12 66:16<br>130:15<br><b>unfairly (1)</b> 93:20<br><b>unfairness (1)</b> 31:5<br><b>Unfortunately (1)</b><br>16:20<br><b>unhappy (1)</b> 208:22<br><b>unhelpful (2)</b> 67:24<br>68:8<br><b>unilateral (1)</b> 199:7<br><b>unilaterally (2)</b> 43:13<br>95:8<br><b>universal (1)</b> 4:7<br><b>unknowing (1)</b> 136:19<br><b>unnecessary (2)</b> 41:17<br>42:2<br><b>unpaid (1)</b> 185:21<br><b>unpleasant (1)</b> 131:11<br><b>unreasonable (5)</b> 66:2<br>79:19 186:4 190:5<br>190:16<br><b>untrue (5)</b> 172:19,22<br>173:16 174:6,11<br><b>unusual (1)</b> 29:17<br><b>unwilling (1)</b> 2:18<br><b>update (1)</b> 145:12<br><b>upheld (11)</b> 183:9<br>188:24 189:5,9<br>195:9,16 200:9,10<br>200:13 202:1,2<br><b>uphold (10)</b> 156:14<br>188:16 190:1<br>205:25 206:4,7,9<br>206:21 207:2,9<br><b>upset (3)</b> 10:22,22<br>162:25<br><b>use (7)</b> 71:22 108:16<br>119:10 126:20<br>164:1 188:13,17<br><b>usual (4)</b> 28:23 63:1,5<br>63:9 | <b>ventures (3)</b> 63:15<br>116:23 119:16<br><b>venture/group (1)</b><br>120:21<br><b>verification (1)</b> 21:16<br><b>verified (1)</b> 152:22<br><b>Vernieux (1)</b> 161:9<br><b>version (3)</b> 2:9 144:12<br>150:3<br><b>versions (2)</b> 2:2<br>180:20<br><b>veto (1)</b> 54:1<br><b>vetted (1)</b> 49:21<br><b>viable (1)</b> 30:20<br><b>view (26)</b> 34:8 43:1<br>65:22 66:3,8 67:21<br>69:19,20 71:3,4,16<br>72:4,8,10,17 73:1<br>83:18,22,23 115:2<br>129:3 155:13 164:7<br>187:19 191:12<br>208:19<br><b>viewpoint (1)</b> 210:23<br><b>Vision (1)</b> 187:18<br><b>Visionplus (3)</b> 1:17 4:9<br>4:19<br><b>visit (2)</b> 137:12,18<br><b>visits (1)</b> 131:23<br><b>volume (6)</b> 6:20 8:23<br>11:13 40:14,21<br>42:20<br><b>Voss (10)</b> 99:16<br>100:13,15,20<br>101:19 102:4,6,20<br>103:2,13<br><b>Voss's (1)</b> 103:9<br><b>vote (3)</b> 3:2,11 108:13 |  |  |  |
| <b>T</b>   |   |   |  |  | <b>U</b>   |  |  |  |  |
| <b>tab (3)</b> 1:12 40:21,22<br><b>table (8)</b> 1:20,20,25<br>2:3 15:4 18:11 19:2<br>22:12<br><b>tables (1)</b> 15:3<br><b>tactic (2)</b> 162:19 163:8<br><b>take (41)</b> 5:24 16:13<br>18:23 20:17,19<br>28:14 30:22 31:6<br>34:5 37:6 49:3<br>59:20 65:23 70:25<br>71:18 72:25 89:7<br>95:11 97:12,25<br>101:25 118:4<br>122:21 123:23<br>125:1 133:5 138:24<br>139:5,9,13 140:17<br>153:9 154:6 174:14<br>176:17,21 180:11<br>183:23 188:19<br>199:11 202:17<br><b>taken (23)</b> 3:12 7:5<br>8:12 15:11,17<br>16:10 19:12,16<br>22:15,16 50:19<br>68:7 77:22 79:6<br>85:8 89:6 112:3<br>131:13 149:10<br>175:9 177:17<br>180:14 200:21<br><b>talking (6)</b> 52:22 91:4<br>118:13 131:22,23<br>159:9<br><b>tangible (1)</b> 121:6<br><b>TAPS (16)</b> 109:19,21<br>109:22,24,25 110:5<br>110:18 114:25<br>146:4 148:12<br>151:10,11,24                           | 153:18 156:18<br>177:18<br><b>targets (3)</b> 7:9 25:18<br>26:23<br><b>team (18)</b> 36:2,17<br>37:19,25 38:4 45:3<br>64:11 72:23 87:2<br>90:14 115:5 116:19<br>116:22 117:23<br>118:13 119:16<br>209:9 210:10<br><b>tell (4)</b> 109:25 164:23<br>192:4 193:11<br><b>telling (16)</b> 52:13,16<br>52:22 64:4 118:18<br>136:3 142:21<br>160:14 172:19<br>186:25 193:9,20<br>194:13,14,15<br>208:14<br><b>temporary (12)</b> 62:23<br>63:12 68:25 146:12<br>146:19,24,25<br>147:19 148:11,13<br>148:20 151:10<br><b>ten (5)</b> 36:5 96:17<br>181:18 191:5,8<br><b>tendency (1)</b> 112:15<br><b>tense (1)</b> 206:18<br><b>ten-page (1)</b> 182:1<br><b>term (1)</b> 110:4<br><b>terms (6)</b> 5:6 31:9<br>48:16 53:25 154:24<br>196:1<br><b>test (29)</b> 52:19 74:6<br>132:17 145:23<br>146:3 147:4,7,23<br>148:1,5 150:12<br>151:1,3,9,17<br>152:12 154:11,20<br>156:4 157:7,7,13<br>158:25 159:5<br>186:24 198:14<br>199:9,16 200:5<br><b>testing (36)</b> 50:19<br>52:13,17 71:14<br>80:5,15,20 110:19<br>144:7 145:21,21<br>147:10 149:19<br>150:1,5 151:24<br>153:2,16 154:4,10<br>156:9,23,24 157:11<br>158:18,24 159:5<br>160:8 161:11<br>166:22 175:10<br>177:16 178:2 179:9<br>186:23 187:5<br><b>tests (2)</b> 4:20 145:19<br><b>thank (18)</b> 2:11 3:17<br>3:25 4:3 5:5,23<br>6:14 14:20 16:1<br>26:20 40:9,13,20<br>110:3 116:14<br>144:17 211:19<br>212:6<br><b>theft (2)</b> 113:17<br>207:25<br><b>thief (3)</b> 62:3,12 70:5<br><b>thing (22)</b> 19:11 20:6<br>27:14 34:3 37:6,7<br>58:22 66:22 74:18<br>74:20 108:23<br>117:13,15 123:9,11<br>123:18 127:5<br>152:16 154:20<br>156:22 157:2<br>209:23<br><b>things (24)</b> 13:14<br>17:21 18:23 19:14<br>20:18 34:5 36:21 | 37:1,4 74:21,21,25<br>77:2 111:4 124:23<br>149:25 153:7,12<br>154:5 157:8,9<br>198:13,21 208:20<br><b>think (154)</b> 1:25 2:8<br>4:4 5:12 6:4,21<br>8:13,13,24 9:12<br>10:20 11:18 15:19<br>20:15 21:7 22:9<br>24:14,14 25:16,21<br>25:21,21,22,24<br>26:2 28:9 29:7<br>31:20 35:12 36:21<br>36:22 39:25 46:8<br>53:14,16 54:3,5,6<br>54:11 66:8,10,15<br>67:15,15 68:2,11<br>68:18 69:20 71:4,5<br>72:14 74:7 76:17<br>76:21 78:15 84:20<br>85:19,22 87:8,18<br>89:24 96:8,9,23<br>98:4,15 99:24<br>100:12 101:15<br>103:15,24 105:7<br>109:20,25 110:6<br>112:19 116:11,12<br>116:13 123:2<br>125:14,18 126:21<br>126:23,25 130:23<br>132:4,9,13,15,18<br>132:23,24 134:7<br>135:25 136:8,16,20<br>137:4,6,10,20<br>138:5,18 139:1,11<br>139:14 145:8<br>150:17 154:25<br>156:1 160:7,14<br>162:3 164:10 168:5<br>168:18,23 169:2,24<br>175:20 176:20<br>178:9 180:11,19<br>181:7,22,23 182:11<br>182:20 183:13,15<br>183:24 184:2,4,18<br>190:9 195:10 197:2<br>198:2 199:11<br>200:22 201:4,9<br>202:6 203:15 204:8<br>205:3 206:25<br>208:17 212:2,5,10<br>212:11<br><b>thinking (4)</b> 35:9<br>108:19 119:22<br>121:7<br><b>thinks (1)</b> 160:8<br><b>third (4)</b> 5:3 41:16<br>48:15 60:4<br><b>thought (13)</b> 31:6<br>82:11 83:6 89:6<br>120:2 132:22 137:1<br>141:23 145:10<br>152:11 157:12<br>159:14 199:12<br><b>thoughts (1)</b> 48:5<br><b>threats (1)</b> 145:14<br><b>three (12)</b> 15:2 33:7<br>55:24 56:18 57:16<br>145:20 147:23<br>187:6 202:1 208:24<br>209:22,22<br><b>three-page (1)</b> 44:20<br><b>throw (1)</b> 38:16<br><b>thrown (2)</b> 23:24 31:7<br><b>Thursday (1)</b> 30:2<br><b>Tidmass (1)</b> 32:21<br><b>time (57)</b> 2:17,17 9:7<br>27:4 30:9 36:18<br>38:4 47:18 53:23 | 54:9 58:11 59:6,10<br>61:3 62:14 64:21<br>65:8 70:3 86:2<br>89:23,24 93:10<br>98:11,23 109:20<br>111:11 119:2 120:5<br>120:12 125:22,23<br>127:21,25 129:19<br>129:23 132:22<br>141:2,4 144:1<br>145:10 149:7,9<br>154:2 157:1,23<br>159:14 165:16<br>168:11 175:5 176:5<br>177:21 181:14,21<br>189:13 192:22<br>194:7 208:23<br><b>timely (1)</b> 195:18<br><b>times (3)</b> 2:3 3:4 124:6<br><b>timetable (1)</b> 211:12<br><b>timings (1)</b> 164:22<br><b>tint (1)</b> 26:12<br><b>tints (2)</b> 17:25 26:9<br><b>total (60)</b> 13:6 19:24<br>21:4 34:13,22 50:2<br>50:3,10 51:13 52:5<br>58:15,22,23 66:12<br>67:22 78:11,18<br>80:19 93:25 94:8<br>101:15 107:23<br>108:1,2 109:21<br>112:1,3 130:23<br>131:16,17 133:4,5<br>136:17,18 137:8,8<br>139:8 144:25 147:3<br>148:8 154:17,18<br>156:16 163:20<br>164:11,18 165:8,11<br>184:14 186:16<br>189:17 192:21<br>197:19 205:25<br>206:4,11,21 207:2<br>207:8,9<br><b>tomorrow (5)</b> 204:9<br>211:14,18 212:1,19<br><b>tone (1)</b> 67:23<br><b>top (10)</b> 16:18 29:6,7<br>41:1 49:6 56:11<br>65:25 154:8 168:8<br>170:10<br><b>total (6)</b> 16:5,20,23<br>71:16 114:6 201:25<br><b>totally (3)</b> 30:17<br>119:12 191:3<br><b>Tracey (1)</b> 32:20<br><b>track (1)</b> 137:19<br><b>trading (6)</b> 5:16,16,17<br>5:17,18,20<br><b>trainees (2)</b> 167:1<br>189:6<br><b>training (6)</b> 135:5,20<br>136:9 137:18 138:9<br>138:10<br><b>transcript (2)</b> 62:4<br>210:17<br><b>transfer (4)</b> 45:2,3<br>67:21 75:14<br><b>transferred (1)</b> 63:13<br><b>transfers (1)</b> 48:16<br><b>transgress (1)</b> 13:4<br><b>transition (1)</b> 52:3<br><b>transparent (1)</b> 78:18<br><b>transposed (1)</b> 21:23<br><b>treasury (3)</b> 106:15,21<br>106:25<br><b>treated (6)</b> 51:19,20<br>66:23 69:5 93:20<br>192:17<br><b>treatment (2)</b> 31:24<br>32:7 | <b>trepidation (1)</b> 16:21<br><b>trespassing (1)</b> 198:17<br><b>trial (3)</b> 6:5 14:19 85:6<br><b>triple (4)</b> 153:9,10<br>178:11,13<br><b>trivial (1)</b> 37:6<br><b>true (27)</b> 11:2 18:24<br>19:17 20:12 22:18<br>29:2 32:16,17<br>58:14 59:8,9,13<br>63:17 84:8,14,15<br>87:5 108:9 114:15<br>118:20 124:17<br>126:6 142:15 172:5<br>173:18 192:13<br>211:6<br><b>truly (1)</b> 177:7<br><b>trust (2)</b> 51:24 1   |  |  |  |  |  |

|  |  |  |   |  |  |  |  |
|--|--|--|---|--|--|--|--|
| 52:23 54:21 58:15<br>58:16,23 60:12<br>66:22 67:22 71:18<br>72:8,17,19 77:14<br>80:18 81:17 85:11<br>85:13,17 86:3,8<br>89:11 92:5,17<br>98:13 109:14,19,24<br>116:19 117:4,15<br>118:21 119:2<br>125:19 129:14,22<br>129:24 136:7<br>138:10 140:13<br>143:19,24 144:11<br>144:23 145:7 148:5<br>149:22 150:9,11<br>155:18,24 156:3,6<br>156:7,9,9 157:11<br>158:20,21 159:3<br>164:6,18,20 178:24<br>179:9 180:1 181:5<br>183:12,15 184:5<br>186:4,11,14 189:8<br>189:10,16,21,21<br>192:17,21 198:13<br>201:10 203:7 205:8<br>205:20 209:13<br><b>watch (1)</b> 115:22<br><b>water (1)</b> 186:17<br><b>way (38)</b> 11:6 20:8<br>36:5 46:11 56:24<br>71:24 73:20,21<br>83:25 102:6,10<br>103:16 113:16<br>118:17 121:14<br>129:23,24 130:4<br>134:25 141:9,20<br>142:4 144:9 151:15<br>151:21 152:8,10<br>153:20 156:8 166:2<br>178:3 181:14<br>192:23 196:22<br>197:14 208:15<br>209:21,23<br><b>website (3)</b> 17:10,16<br>20:2<br><b>Wednesday (4)</b> 153:9<br>212:4,9,15<br><b>week (17)</b> 23:21 25:2<br>25:24 52:14 54:6<br>54:10 74:7 83:15<br>150:12,20 151:3,9<br>151:13 154:11<br>156:5 175:9 199:17<br><b>weekly (1)</b> 27:1<br><b>weeks (5)</b> 55:23,24<br>56:18 58:9 187:6<br><b>week's (2)</b> 174:25<br>175:2<br><b>Weller (1)</b> 87:8<br><b>went (4)</b> 24:10 109:15<br>175:13 180:18<br><b>weren't (25)</b> 12:8<br>13:12 20:10 27:25<br>30:9 50:4 54:4 67:4<br>72:2 76:17 90:20<br>92:6 97:18 117:22<br>132:19 137:6<br>156:20 164:16<br>175:16 180:13<br>181:13 195:6<br>197:14 201:14<br>205:9<br><b>we've (1)</b> 212:11<br><b>Whichever (1)</b> 209:21<br><b>whilst (6)</b> 12:16,23<br>61:7 63:1,5 79:23<br><b>whistle-blow (1)</b><br>46:10<br><b>whitewash (8)</b> 182:15 | 182:20 183:1,7,11<br>184:3 189:3 191:17<br><b>wholesale (1)</b> 5:18<br><b>wholesaler (2)</b> 4:11<br>5:21<br><b>wholly (1)</b> 202:1<br><b>wife (9)</b> 71:15 80:9,18<br>85:3 87:1,20<br>158:16 185:22<br>187:6<br><b>wife's (3)</b> 186:5,21<br>187:18<br><b>willing (1)</b> 138:2<br><b>wish (2)</b> 94:23 124:17<br><b>wished (3)</b> 57:9<br>145:22 164:10<br><b>withheld (4)</b> 78:6,16<br>79:1 89:9<br><b>witness (36)</b> 5:3 11:10<br>11:13,15 21:13<br>28:13 31:8 33:4<br>39:5,9 42:21 73:5<br>96:1 99:5 100:22<br>102:16,23 103:1,10<br>103:14,21 108:16<br>120:7 125:2 133:11<br>133:17 134:15,24<br>149:2 159:17 161:5<br>167:21 168:5,12<br>174:22 205:3<br><b>witnesses (2)</b> 211:21<br>212:1<br><b>wondered (1)</b> 35:25<br><b>wonderful (3)</b> 139:24<br>165:19 199:4<br><b>wondering (1)</b> 56:17<br><b>word (10)</b> 34:24 41:19<br>99:14 110:18 119:9<br>119:10 183:10,10<br>202:17 205:12<br><b>worded (3)</b> 100:11<br>102:18 103:7<br><b>wording (1)</b> 128:19<br><b>words (4)</b> 64:6 68:8<br>95:21 197:8<br><b>work (31)</b> 4:13 12:16<br>17:7,18,19 20:6<br>22:20 28:11 46:19<br>65:9 97:22,24<br>99:15 100:12 101:4<br>119:6 121:23<br>125:13 128:10<br>132:2 133:22<br>155:12,14 159:9<br>164:8 172:3 186:4<br>199:12 208:22,23<br>209:6<br><b>worked (15)</b> 24:10,11<br>26:3,17 61:3,5,9<br>98:25 99:16 100:14<br>108:22 117:8<br>185:21 191:10<br>192:14<br><b>workers (1)</b> 192:15<br><b>working (28)</b> 8:3<br>33:14 41:7 47:15<br>51:21 61:7 64:13<br>72:11 79:20 80:21<br>109:22 122:9 131:9<br>134:4,12 140:7,14<br>158:15,15 159:4<br>186:2,15,18 187:1<br>187:18 192:9 199:2<br>199:21<br><b>works (8)</b> 5:9 17:11,17<br>24:9 67:17 105:10<br>126:9 159:1<br><b>worry (4)</b> 115:23<br>122:4 198:16<br>202:16 | <b>worth (2)</b> 25:11 99:21<br><b>Wotton (2)</b> 32:21 36:1<br><b>wouldn't (14)</b> 27:1<br>71:2 107:7 121:16<br>121:17 122:14<br>149:9 156:24 158:6<br>194:11 196:14<br>199:10 203:14<br>210:8<br><b>write (4)</b> 34:15 47:18<br>68:19 145:4<br><b>writes (2)</b> 48:14<br>119:14<br><b>writing (8)</b> 55:23<br>68:16 75:22,23<br>81:22 94:4 109:10<br>171:22<br><b>written (6)</b> 44:7 53:10<br>58:6 59:20 145:2<br>204:24<br><b>wrong (18)</b> 35:6 68:11<br>127:1 128:13,15,20<br>129:10 147:1,19<br>156:11 161:25<br>162:1,25 163:3<br>171:17 174:12<br>183:9 190:8<br><b>wrote (8)</b> 53:7 82:14<br>116:16 117:20<br>121:3 176:17<br>181:13 201:1 | 212:23,25<br><b>10.37 (1)</b> 180:18<br><b>100 (2)</b> 120:20 141:22<br><b>100,000 (1)</b> 114:20<br><b>107 (1)</b> 16:2<br><b>11 (4)</b> 42:21 59:22,23<br>62:18<br><b>11.40 (1)</b> 53:3<br><b>11.47 (1)</b> 53:5<br><b>118 (1)</b> 29:3<br><b>1188 (2)</b> 44:16,20<br><b>1190 (1)</b> 45:11<br><b>12 (11)</b> 18:13 22:4,19<br>23:4 44:11 45:15<br>119:19 138:22<br>153:17 156:15<br>167:14<br><b>12th (5)</b> 140:21 150:9<br>150:25 151:7<br>167:18<br><b>12,000 (4)</b> 40:24 75:3<br>81:14 84:12<br><b>12-month (2)</b> 15:7<br>18:7<br><b>1205 (1)</b> 29:21<br><b>1217 (2)</b> 75:12,17<br><b>1241 (1)</b> 48:8<br><b>1242 (1)</b> 51:3<br><b>1294 (1)</b> 53:14<br><b>13 (6)</b> 1:19 125:1<br>168:17 170:16<br>171:4,13<br><b>13th (1)</b> 174:2<br><b>1301 (2)</b> 53:6 54:12<br><b>1346 (2)</b> 56:9,11<br><b>1348 (4)</b> 54:23 55:22<br>57:1,3<br><b>1350 (1)</b> 57:14<br><b>1351 (1)</b> 58:1<br><b>1379 (1)</b> 59:21<br><b>14 (9)</b> 43:6 116:16<br>130:6 164:14<br>169:25 170:7 171:9<br>171:11 172:2<br><b>14th (2)</b> 167:20 174:2<br><b>14,000 (1)</b> 107:3<br><b>14,000-odd (1)</b> 107:4<br><b>14,339 (1)</b> 106:25<br><b>1413 (3)</b> 62:17 63:2<br>65:12<br><b>1429 (1)</b> 3:22<br><b>1456 (1)</b> 77:8<br><b>1465 (1)</b> 104:1<br><b>1488 (2)</b> 77:24 79:8<br><b>1495 (3)</b> 89:19,21 90:1<br><b>1496 (1)</b> 79:11<br><b>1497 (4)</b> 89:14,16,18<br>90:9<br><b>15 (2)</b> 48:15 114:5<br><b>1501 (3)</b> 90:19,22 91:6<br><b>1540 (1)</b> 91:21<br><b>1542 (1)</b> 95:16<br><b>1581 (2)</b> 116:15<br>117:17<br><b>1595 (2)</b> 132:6 133:9<br><b>16 (7)</b> 78:15 96:4<br>106:19 140:20<br>150:7 155:7 157:24<br><b>1621 (1)</b> 117:20<br><b>1623 (1)</b> 118:1<br><b>1625 (1)</b> 118:7<br><b>1629 (1)</b> 118:10<br><b>1640 (2)</b> 119:13<br>124:12<br><b>1672 (1)</b> 143:3<br><b>1673 (1)</b> 144:4<br><b>1675 (1)</b> 142:7<br><b>1676 (2)</b> 140:19<br>144:13<br><b>1677 (1)</b> 145:11 | <b>1690 (3)</b> 149:15,18<br>152:19<br><b>1693 (1)</b> 152:20<br><b>17 (8)</b> 18:15 31:9<br>33:24 64:23 77:5<br>108:11 172:19<br>182:6<br><b>17th (1)</b> 62:18<br><b>17.50 (2)</b> 168:11,16<br><b>1700 (1)</b> 17:16<br><b>171 (1)</b> 1:12<br><b>1758 (1)</b> 137:11<br><b>18 (3)</b> 47:22 149:3,16<br><b>18th (2)</b> 48:3 154:1<br><b>18,000 (1)</b> 26:8<br><b>1808 (1)</b> 127:9<br><b>1815 (2)</b> 127:24<br>157:22<br><b>1881 (2)</b> 128:6 159:7<br><b>19 (2)</b> 203:22 204:11<br><b>19th (3)</b> 204:1,6,23<br><b>19,000 (1)</b> 109:17<br><b>19.05 (1)</b> 170:16<br><b>19.06 (1)</b> 170:19<br><b>19.50 (2)</b> 168:18,19<br><b>1903 (1)</b> 162:16<br><b>1961 (1)</b> 165:11<br><b>1976 (1)</b> 166:9 | 109:16 115:1 116:2<br>116:16 119:11<br>120:8,18 122:13<br>123:19 124:10<br>155:7 178:20<br>193:12<br><b>2009 (10)</b> 12:6 14:6,9<br>93:13 94:15 141:15<br>157:23 163:18<br>177:8 185:24<br><b>2010 (10)</b> 33:21 34:5<br>34:18 35:20 36:12<br>37:19,24 38:6<br>39:16 108:8<br><b>2011 (3)</b> 9:15,16 11:1<br><b>2014 (2)</b> 1:1 113:15<br><b>2048 (1)</b> 170:9<br><b>2049 (2)</b> 167:6,14<br><b>2062 (3)</b> 167:23 168:1<br>168:25<br><b>2206 (1)</b> 175:15<br><b>2207 (1)</b> 175:25<br><b>2208 (1)</b> 175:18<br><b>2210 (1)</b> 179:7<br><b>2220 (1)</b> 180:3<br><b>224 (2)</b> 28:13,18<br><b>2272 (2)</b> 177:10,12<br><b>2298 (2)</b> 180:14,15<br><b>23 (4)</b> 11:4 12:5 56:15<br>166:10<br><b>23rd (2)</b> 116:3,4<br><b>23-month (1)</b> 12:4<br><b>234 (1)</b> 104:14<br><b>2390 (1)</b> 180:19<br><b>2398 (2)</b> 181:10,12<br><b>2399 (1)</b> 181:17<br><b>242 (2)</b> 11:11,17<br><b>2434 (1)</b> 181:20<br><b>2478 (1)</b> 181:22<br><b>25 (5)</b> 85:15 88:5<br>119:11 202:23<br>203:1<br><b>25th (1)</b> 203:9<br><b>25,000 (1)</b> 85:24<br><b>2500 (1)</b> 182:4<br><b>2501 (1)</b> 182:8<br><b>2502 (1)</b> 184:23<br><b>2503 (1)</b> 185:11<br><b>2504 (1)</b> 185:14<br><b>2505 (1)</b> 188:12<br><b>2509 (1)</b> 189:24<br><b>2510 (2)</b> 191:23 192:5<br><b>2511 (1)</b> 195:8<br><b>2512 (1)</b> 197:5<br><b>2519 (2)</b> 185:14 198:4<br><b>2520 (2)</b> 182:11,12<br><b>2556 (1)</b> 201:1<br><b>2575 (1)</b> 93:10<br><b>2599 (1)</b> 94:19<br><b>26 (8)</b> 78:22 79:3<br>109:4 110:7 116:2<br>116:7 117:3 202:1<br><b>26th (2)</b> 117:5,8<br><b>2654 (4)</b> 203:13<br>204:12,16,19<br><b>2657 (1)</b> 203:6<br><b>2660 (1)</b> 203:19<br><b>2666 (3)</b> 202:10 204:2<br>205:2<br><b>2668 (2)</b> 202:20 209:3<br><b>27 (2)</b> 1:1 201:2<br><b>275 (5)</b> 96:1 97:15<br>98:18 99:8 103:5<br><b>28 (2)</b> 5:3 180:8<br><b>28th (2)</b> 180:15<br>181:13<br><b>283 (2)</b> 120:7 122:21<br><b>29 (1)</b> 181:21 | <b>3 (9)</b> 26:12 44:8 93:13<br>201:5,7,10,11,11<br>201:17<br><b>3,701 (1)</b> 104:22<br><b>3.10 (2)</b> 180:18,22<br><b>3.16 (1)</b> 174:15<br><b>3.24 (1)</b> 174:17<br><b>30 (7)</b> 27:4 56:1 57:14<br>59:21 86:15 95:9<br>106:24<br><b>30,000 (1)</b> 114:4<br><b>304 (2)</b> 73:5,16<br><b>31 (3)</b> 117:6,9 132:17<br><b>31st (1)</b> 117:7<br><b>315 (3)</b> 106:9,11,19<br><b>316 (2)</b> 22:23 23:10<br><b>317 (1)</b> 23:10<br><b>319 (2)</b> 142:24 143:3<br><b>32,500 (5)</b> 75:20 76:8<br>82:1 83:3 84:24<br><b>322 (3)</b> 131:21 133:12<br>133:17<br><b>333 (2)</b> 109:3,7<br><b>335 (2)</b> 112:10,23<br><b>34,000 (1)</b> 87:9<br><b>34,500 (1)</b> 87:9<br><b>342 (1)</b> 108:24<br><b>35 (1)</b> 40:22<br><b>357 (1)</b> 122:8<br><b>359 (1)</b> 125:11<br><b>36 (3)</b> 40:22 41:1,2<br><b>363 (1)</b> 130:12<br><b>367 (3)</b> 134:24 135:3<br>136:11<br><b>38,000 (2)</b> 11:4 12:5<br><b>38,088 (1)</b> 10:11<br><b>382 (1)</b> 159:18<br><b>39 (8)</b> 96:10 98:5,6<br>100:16,16,17<br>107:24,25<br><b>39,000 (5)</b> 101:1,7,14<br>102:14 114:20 | <b>4 (3)</b> 143:23 144:7<br>167:16<br><b>4,349 (2)</b> 18:25 22:18<br><b>4,397.69 (1)</b> 16:23<br><b>4.12 (1)</b> 212:24<br><b>4.2 (1)</b> 91:8<br><b>40 (2)</b> 27:4 108:5<br><b>40,000 (2)</b> 98:25<br>105:22<br><b>41 (2)</b> 181:22 182:2<br><b>412 (1)</b> 29:14<br><b>42 (8)</b> 2:23 76:13 86:6<br>86:10 87:16 88:1,1<br>88:23<br><b>42,000 (12)</b> 76:1,3<br>78:3 80:14 81:20<br>83:2 84:5,13 85:13<br>86:3 87:10,18<br><b>42,500 (1)</b> 86:15<br><b>429 (4)</b> 168:5,13,14,15<br><b>43 (1)</b> 5:3<br><b>431 (2)</b> 169:22,25<br><b>4324 (3)</b> 8:24,25 10:1<br><b>433 (1)</b> 6:25<br><b>4334 (1)</b> 10:8<br><b>4334-1 (2)</b> 40:1,7<br><b>434 (1)</b> 25:6<br><b>4349 (4)</b> 9:4 10:24<br>15:1,12<br><b>4352 (2)</b> 9:1 10:5<br><b>438 (1)</b> 170:5<br><b>45 (1)</b> 172:12<br><b>458 (2)</b> 182:14,25<br><b>459 (3)</b> 182:21,23<br>183:3<br><b>461 (1)</b> 205:4 |
|--|--|--|---|--|--|--|--|

October 27, 2014

48 (1) 28:18  
499 (4) 31:21,22 32:3  
32:3

---

5

5 (3) 31:10 40:22  
149:20  
5(b) (1) 1:13  
5,000 (5) 189:6,12,18  
200:11 201:24  
5.09 (2) 204:3,20  
50 (5) 3:13,14 22:10  
24:11 27:4  
500 (4) 25:11 34:11  
87:3,3  
501 (2) 31:18,20  
522 (1) 85:19  
53 (3) 11:15,16,17  
54 (2) 100:15,17  
54,000 (8) 96:7 98:20  
99:11,21,25 101:1  
101:23 104:9

---

6

6 (6) 102:25 167:9  
175:22 177:12  
213:3,4  
60 (1) 28:19  
63 (1) 41:25

---

7

7 (4) 165:9 167:10  
176:23 180:5  
7.05 (2) 171:4,13  
7.30 (1) 165:14  
7.50 (4) 168:3,19,22  
172:12  
71,000 (1) 107:10  
71,641 (2) 107:13,15  
78,000 (7) 98:4,20  
99:4 102:11,21  
103:2 104:9  
79 (2) 99:1 108:5  
79,000 (2) 107:21  
114:23  
791.87 (1) 20:10

---

8

8 (4) 77:24 89:21 90:4  
167:10  
83.03 (1) 29:15  
85 (2) 1:21,23  
850 (1) 8:6  
86,000 (1) 114:5  
88 (1) 3:15

---

9

9 (4) 1:19 13:7 176:18  
179:7  
90 (1) 110:25  
90,000 (1) 109:16  
91 (1) 2:14  
97 (1) 41:12  
98 (1) 41:11